

Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for RFP #40-2011 Billing & Collection Services – Sewer, Landfill & Water Quality Fees to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **December 1st, 2011**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #40-2011 Billing & Collection Services – Sewer, Landfill & Water Quality Fees

If mailed, the envelope must be addressed to:

Todd Slatin – Buyer Senior Lexington-Fayette Urban County Government Room 338, Government Center 200 East Main Street Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF or Word format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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 subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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 provision of the nondiscrimination 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 timetables.
- (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 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 be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce 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.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP 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 RFP 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 RFP 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 RFP processes. If, based on this review, a RFP 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 RFP recommendation must be filed within 3 business days of the RFP 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.

SELECTION CRITERIA:

- 1. Specialized experienced and technical competence of the person or firm (including a join venture or association) with the type of service required.
- 2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
- 3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm
- 4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
- 5. Familiarity with the details of the project.
- 6. Degree of local employment to be provided by the person or firm.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be addressed to:

Todd Slatin
Buyer Senior
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

- 1. Affirmative Action Plan for his/her firm;
- 2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street, 3rd Floor Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant,	, and after
being first duly sworn, states under penalty of perjury as follows:	
1. His/her name is	_ and he/she
is the individual submitting the proposal or is the authorized re	presentative
of	
_, the entity submitting the proposal (hereinafter referred to as "Pro	oposer").

- 2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
- 4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
- 6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer 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.

_			
STATE OF _			
COUNTY OF	=		
	-	subscribed, sworn to and	
before me l	-		
before me I	byday of		
before me I	byday of	, 2011.	

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	Name of Business	

WORKFORCE ANALYSIS FORM Name of Organization: Date:____/_____

Categories	Total	Wh	ite	Lat	ino	Bla	ıck	Oth	ner	То	tal
		М	F	М	F	M	F	M	F	М	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by:		
-	Nama & Titla	

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 MBE/WBE Participation Goals

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.

PART 2 - PROCEDURES

- 2.1 The successful proposer will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 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 MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, submitters may contact:
 - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each RFP, including information on the scope of work, the pre-proposal meeting time and location, the proposal date, and all other pertinent information regarding the project.

PART 3 - DEFINITIONS

- 3.1 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.
- 3.2 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.

PART 4 - OBLIGATION OF PROPOSER

4.1 The bidder shall make a Good Faith Effort to achieve the Participation Goal for

MBE/WBE 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.

- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 Failure to submit this information as requested may be cause for rejection of the proposal.

PART 5 - DOCUMENTATION REQURIED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 - 4. Proposer shall include copies of dated advertisement with his submittal
 - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
 - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a proposal.
 - D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
 - E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if 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 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

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings Marilyn Clark mclark@lexingtonky.gov 859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development ttyra@commercelexington.com 859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown
<u>sbrown@tsmsdc.com</u>
502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC

dharbut@uky.edu

Shawn Rogers, UK SBDC Shawn.rogers@uky.edu

Shiree Mack smack@uky.edu

Community Ventures Corporation

James Coles jcoles@cvcky.org 859-231-0054

Kentucky Department of Transportation

Shella Jarvis@ky.gov 502-564-3601

KPAP

Debbie McKnight

Debbie.McKnight@ky.gov

800-838-3266 or 502-564-4252

Bobbie Carlton

Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon rwaldon@gcul.org 513-487-6534

Kentucky Small Business Connect

Tom Back 800-626-2250 or 502-564-2064 https://secure.kentucky.gov//sbc

National Minority Supplier Development Council, Inc. (NMSDC)

www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM Bid/RFP/Quote Reference #_____

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	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 MBE/WBE 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	Ву
Date	Title

LFUCG MBE/WBE SUBSTITUTION FORM Bid/RFP/Quote Reference #_____

The substituted MBE/WBE 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 MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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	Date						
Company Representative	Title						



mpany	Name			Contac	Contact Person					
ddress/P	hone/Email			RFP Pa	RFP Package / RFP Date					
BE/WBE ompany ddress	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			
		nation / AA=/ acific Islande				American/AS =	Asian			
resu	It in term		contract a	and/or be s		te. Any misrepre cable Federal and				
Con	npany	· · · · · · · · · · · · · · · · · · ·		_	Company Rep	presentative				



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

Bid/RFP/Quote #_____

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 MBE/WBE 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.

Total Contrac	t Amount A	warded to Pri	me Contra	actor for t	his Project		
P	roject Name/ C	ontract #					
С	ompany Name	:			To: Address:		
Federal Tax ID:					Contact Perso	n:	
Subcontractor Vendor ID (name, address, phone, email	Descriptio n 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
correct, and th	at each of th mination of t	e representatio he contract an	ns set fort d/or prose	h below is	ve, you certify the true. Any misre ler applicable Fe	epresentation	ns may
Company			Cor	npany R	epresentative		
Date		Title		· · · · · · · · · · · · · · · · · · ·			

LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote # By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place. Attended LFUCG Central Purchasing Economic Inclusion Outreach Event Sponsored Economic Inclusion event to provide networking opportunities Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote Provided plans, specifications, and requirements to interested MBE/WBE subcontractors Other Please list any other methods utilized that aren't covered above. The undersigned acknowledges that all information is accurate. Any misrepresentations may result termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims. Company Company Representative Title Date

Firm Submitting	Proposal:		
Complete Addre	ess: Street	City	Zip
Contact Name:		Title:	
Telephone Num	ber:	Fax Number:	
Email address:			

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.
- 6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
- 8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a

- substitute for other documentation which is required by this RFP to be submitted with the proposal,
- 10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 RFP Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;

- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
- 16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

- 17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
- 19. If any term or provision of this 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	Date	

Lexington-Fayette Urban County Government

Request for Proposal

November 10, 2011

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Overview

The Lexington-Fayette Urban County Government's (LFUCG) Department of Finance will be responsible starting April 1, 2012 for the billing and collection of sewer, landfill and water quality fees for residential and commercial customers in Lexington, KY. The billing and collection of these fees is currently handled by Kentucky American Water Company (KAWC). LFUCG is requesting RFPs for third-party billing and collection services for a four-year term.

On an annual basis, KAWC bills 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 \$65.9 million dollars. Approximate number of bills issued to customers is 115,000 per month.

Citizens of Lexington currently receive one monthly bill that includes water, sewer, water quality fee and a landfill fee. On April 1, 2012 the citizens will begin receiving two monthly bills; one for water usage billed by KAWC and one for sewer, water quality and landfill fees billed on behalf of LFUCG. It is imperative that the transition to the new billing structure is as straightforward and seamless as possible to minimize the questions from our citizens.

This document contains the requirements necessary to meet the billing expectations. The requirements will also serve as a baseline to evaluate vendor responses. We appreciate your response to this document to enable an efficient and objective evaluation of the proposed services.

Vendor Response Instructions

As you respond to these requirements, please consider that LFUCG reserves the right to incorporate these requirements, and your responses to them, into a final contract.

General

All vendor responses must utilize the accompanying RFP Response Template (in Microsoft Word). The template complies with the information and format required in the RFP and facilitates efficient and objective responses to the requirements, questions, and pricing matrix provided with the RFP. Responses to these items are required for consideration. LFUCG reserves the right to withdraw this request at any time, and to eliminate any response from consideration at their discretion.

Additional material or detail may be added to the response as appendices. Any additional narratives provided should be concise, factual and facilitate understanding of the vendor and the proposed service.

At the conclusion of the RFP process, and if deemed necessary, selected vendors should be prepared to conduct, on the LFUCG premises in Lexington, a demonstration and presentation of their service based on the requirements included in this RFP. LFUCG will prepare the agenda and demo scenarios. The expected duration of this demonstration will be up to one-half business day. All associated costs will be the responsibility of the vendor.

We have attempted to make the response process as simple and efficient as possible. Most of the information for which we are requiring response resides in the following tables, and is included in the RFP Response Template.

Vendor responses should be complete and include the following components, which are described below:

- Transmittal Letter
- Executive Summary
- Requirements Response Matrix
- Vendor's Scope of Work
- Vendor Business Profile
- Vendor Key Questions
- Pricing Matrix
- Project Plan
- Assumptions and Constraints
- Standard Contract

Transmittal Letter

Each vendor will submit a cover letter of transmittal, stipulating the following:

- The signer of the letter has sufficient authority to commit the vendor organization to its proposal.
- The vendor agrees to the scope, terms and conditions of this RFP. Any
 exceptions must be described here.
- The identity and title of the vendor's authorized negotiator, in the event the vendor is selected for negotiation.
- LFUCG will have ownership of the proposed Deliverables.
- The total proposed fixed price of the components specified in the Pricing Matrix.
- Commitment that the total proposed fixed price is valid for at least 90 days from the opening date.

Executive Summary

Describe the advantages of your services and solution in business terms.

Vendor Business Profile

Please submit the following business information items about your company and subcontractors:

- Company name, headquarters address, and local responsible office
- Number of years in business
- Number of years active in providing billing services
- Annual revenue
- Business structure (e.g., C-Corp, S-Corp, LLC)
- Ownership (if publicly traded, include exchange and symbol)
- Total number of employees
- At least three references (customer name, telephone number) for work performed over the last three years for projects relevant to this one (i.e., comparable functionality for similar size corporation).

- Resumes of specific Key Project Staff: (e.g., All Project Managers)
- Location(s) of Key Project and Support staff
- List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
- Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.

Requirements Response Matrix

For each requirement listed in the *Requirements by Function* section provided in the RFP Response Template, you should respond with one of the following values in the *Vendor Response* column:

- 2 indicates that this requirement is fully met by the services you are proposing.
- 1 indicates that you do not currently offer services to meet this requirement and will have to develop new internal processes in order to meet this requirement.
- **0** indicates that you do not currently offer this service, and do not plan on offering it in the future to meet the requirement.

Vendor's Scope of Work Matrix

For vendor's scope of work, the appropriate vendor response is to indicate if the information item will be met by means of "yes" or "no". A "yes" response is a binding commitment by the vendor to fulfill the responsibility within the scope and price of their RFP response.

Pricing Matrix

The vendor will provide the description and price information in the Pricing Matrix. Vendors are encouraged to suggest milestones for payment.

Project Plan

The vendor will identify and provide the major tasks and associated timelines required for fulfilling the scope of work described in this RFP. Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task duration and resources quantified. This includes any and all LFUCG tasks, resources or deliverables. Key task dependencies should also be identified.

Assumptions and Constraints

Please supply any assumptions on which your proposal and its estimates are based, along with any constraints you may have in regard to the project scope

described in this RFP.

Point of Contact & Response Delivery

Please submit one (1) master (hardcopy), (1) electronic version in PDF or Word format on a flashdrive or CD and six (6) duplicates (hardcopies) for evaluation purposes to the following address by 2:00 PM EST on December 1, 2011:

Todd Slatin – Buyer Senior LFUCG- Division of Central Purchasing 200 East Main Street Room 338 Lexington, Kentucky 40507

The delivery of your hardcopy response must be by US Mail, or delivery service (e.g., UPS, FedEx). The electronic copy must be virus free.

Mr. Slatin will be the point of contact for any vendor questions, which must be submitted in writing. The questions and responses will be shared with all vendors, but the questions will not be attributed. Mr. Slatin can be contacted at tslatin@lexingtonky.gov. Every effort will be made to address vendor questions as quickly as possible

Each vendor should also provide name, address, email, telephone and fax numbers for a primary contact, to facilitate communication.

Vendor Selection Process

The initial screening activity is based on overall compliance to the RFP and scoring of the evaluation criteria (See below).

The top scoring vendors may be invited to demonstrate their solution, and if needed, to arrange site visits. The LFUCG will determine the number of finalist for demonstrations if necessary.

The LFUCG reserves the right to negotiate with the highest evaluated response, if these negotiations are not successful the LFUCG may move to the next highest ranked response until a successful contract is negotiated or all responses are rejected.

Scoring Evaluation Sheet

RFP #40-2011 - Billing & Co	llection Serv	ices - Sewer	, Landfill & \	Water Quali	ty Fees
Consultant/Vendor Name:					
Selection Criteria	Notes	Total Points	Score(1- 5)	Weighte d Score	Commen
Specialized experience and technical competence of the staffing of the firm with the type of service required.		30	0		Weighted Score= (Total Points/5)xScore
Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules;		30	0		Weighted Score= (Total Points/5)xScore
Estimated cost of services.		20	0		Weighted Score= (Total Points/5)xScore
Character, integrity, reputation, judgment, experience and efficiency of the staffing of the firm.		5	0		Weighted Score= (Total Points/5)xScore
Familiarity with the details of the project.		5	0		Weighted Score= (Total Points/5)xScore
Degree of local employment to be provided by the person or firm.		5	0		Weighted Score= (Total Points/5)xScore
Capacity of the staffing of the firm to perform the work, including any specialized services, within the time limitations.		5	0		Weighted Score= (Total Points/5)xScore
Final Technical Score		100	0	0	

limitations.)xScore
Final Technical Score	100	0	0	
DBE Participation(Name)		Evaluator:		
DBE Portion(Percentage)	-			
Comments:				

		Nume
		ric
Description	Adjective	Rating
Fails to meet minimum		
requirements; major deficiencies		
which are not correctable	Unacceptable	1
Fails to meet requirements,		
significant deficiencies that may		
be correctable	Poor	2
Meets requirements; only minor		
deficiencies which can be		
clarified	Acceptable	3
Meets requirements and		
exceeds some requirements; no		
deficiencies	Good	4
Exceeds most, if not all		
requirements; no deficiencies	Excellent	5

Estimated Timeline- Revise

The milestone dates for the project are <u>estimated</u> as follows:

November 10, 2011 RFP Issued

December 1, 2011 Vendor RFP responses due

Week of 12/5/2011 Finalist vendors selected

Week of 12/12/2011 Presentations conducted by selected vendor(s) if necessary

Week of 12/12/2011 Vendor(s) selected for negotiation

Vendor Scope of Work

The major components of the desired scope of work for the vendor are comprised of the following items. Responses to these items are required in the RFP response template.

Vendor Responsibilities

Provide services to fulfill the business and technical requirements for a Billing Service

- To manage this project as the prime contractor, if other firms are involved
- To develop any customized components necessary to meet the requirements for which you've answered as such
- To provide solution users, and systems administrators training in the area of report generation, using examples
- To comply with all RFP response criteria

Scope of LFUCG Responsibilities

LFUCG is planning to perform the following tasks:

- Designate a primary contact to resolve questions and obtain business decisions
- Collaborate with the finalist vendor to define specific reports to be provided by the vendor.
- Coordinate with KAWC any system specifications or data conversion /process needs
- Provide 12 months of customer data to build the customer database.
- Provide schedule of current rates for all user fees

The vendor will perform all other tasks required for this scope of work.

Completion Criteria

The completion criteria for the implementation and conversion phase of the project will be the successful execution of an acceptance test. The test script will be based on the requirements from the RFP to which the vendor has positively responded.

Successful execution means that the results specified in the script are achieved. The script events will demonstrate the vendor's ability to calculate and generate various types of customer bills at a 98% accuracy rate.

Definitions and Acronyms

The following definitions and acronyms may be helpful in understanding the processes and requirements.

- CCF hundred cubic feet, each CCF equals 750 gallons of water. This is the billing unit used to calculate the sewer fee.
- ERU Equivalent Residential Unit; this is based on the amount of impervious area associated with a parcel in Fayette County. The ERU is used to calculate the WQMF for residential and commercial parcels.
- Exclusions non-residential sanitary sewer service accounts may apply for a sewer
 exclusion credit adjustment for measured water use that is not discharged into the
 sanitary sewer for treatment. All exclusion credits must be approved by the Division
 of Water Quality.
- Extra Strength Charge additional charge applied to non-residential accounts to treat extra contaminants as measured and calculated by LFUCG.
- Fall/Winter Average (FWA) a calculation of the average amount of water used during the coldest months of the year to ensure residential customers are not charged sewer on water usage due to watering sod, filling a swimming pool or other summer water usage activities. Three months of usage is required to calculate the FWA. November through April will be billed for actual usage, May through October is billed the FWA or actual usage, whichever is lower.
- KAWC Kentucky- American Water Company- Lexington's local water utility company. KAWC has been providing billing services for LFUCG since 1995.
- Landfill User Fee a fee charged for the cost of disposal of the garbage at the landfill. The \$4.50 fee is charged to every citizen who has a Herbie Container or roll cart container equivalent at their residence or place of business.
- LFUCG Lexington Fayette Urban County Government
- Premise Number this is the 9-digit unique identifier. It identifies a location where KAWC provides water service or has provided water service in the past. KAWC assigns premise numbers.
- Sewer Fee a fee charged to Lexington-Fayette County citizens for wastewater that
 runs through the sanitary sewer system and requires treatment prior to discharge to a
 stream.
- Water Quality Management Fee (WQMF) a fee charged by LFUCG to fund storm water projects. The amount of the fee is based on the number of ERUs associated with the parcel of land.

Description of the User Fee Billing Functions

Below is a narrative description of the functions necessary to bill the user fees for sewer, water quality and landfill. All fees are calculated and billed by KAWC based on water usage in CCF for the sewer fee, the number of landfill containers for the landfill fee and the number of ERUs assigned to each premise number for the WQMF fee.

Function 1: Create the Customer Database

A customer database will need to be created and populated with 12 months of data as supplied by LFUCG. The database will include the elements as defined in Attachment 1. This database will provide the history for calculating the FWA to be used when billing sewer fees. It will also provide the history necessary to analyze usage trends to facilitate billing adjustments as requested by customers.

Function 2: Calculate and Create the Monthly Bill

The monthly bill to be calculated will include fees for sewer, WQMF and landfill user fees and the related taxes associated with these fees. A quick overview is provided for each fee. Sewer and WQMF are both subject to annual rate adjustments as determined by ordinance.

The Sewer bill is based on water usage as supplied and calculated by KAWC. KAWC bills in hundred cubic feet (CFF). The minimum residential sewer fee is for 0-1 CCF at a rate of \$4.83. All residential customers will be billed at least \$4.83 even if the usage is zero. Remaining CCFs are billed at a rate of \$3.64. The minimum non-residential sewer fee is for 0-1 CCF at a rate of \$5.86. All non-residential customers will be billed at least \$5.86 even if the usage is zero. Remaining CCFs are billed at a rate of \$4.41. Adjustments to sewer bills may be submitted by LFUCG on a daily, weekly or monthly basis.

A monthly average sewer usage may be applied to residential accounts during the summer months to avoid charging sewer fees on water that is not discharged into the sanitary sewer. Summer water usage is generally higher due to watering, filling swimming pools, etc. The monthly average is called the fall/winter average or FWA. The FWA is based on the average water consumption for usage during the months of November through April, or any three months of winter usage. A residential customer's sewer bill is then calculated using the FWA or actual usage, whichever is lower, for the months of May through October.

The water quality management fee (WQMF) is calculated by KAWC from the filling file provided by LFUCG and is based on equivalent residential units (ERUs) which are billed at a rate of \$4.39 per unit. Each ERU represents 2,500 sq. ft. of impervious surface. All residential customers are billed 1 ERU. All remaining accounts are billed for the number of assigned ERUs times the rate of \$4.39. Every parcel in Fayette County is subject to the WQMF unless it meets an exception as outlined in the WQMF ordinance.

An initial comma delimited file containing the premise number and assigned ERUs for billable accounts will be supplied by LFUCG. The primary key to link to the customer database is the premise number. LFUCG will supply a new file to update the database around the 24th of each month.

The landfill fee is billed at a rate of \$4.50 per month per Herbie or roll cart equivalent that the LFUCG services. Herbies are carts that contain typical household garbage. Partial bills, based on the number of days in the billing cycle, for landfill fees are calculated at \$0.15/day up to 30 days; 30 days represents a whole bill. Each customer in Lexington-Fayette County who has garbage collected by LFUCG will receive this charge. Not all customers who have water usage will be billed the landfill fee due to private garbage collection services. New accounts and adjustments are currently submitted by LFUCG to KAWC on a weekly basis via email.

A state sales tax of 6% of the sewer fee should be calculated for accounts classified as commercial and industrial. The only exception to commercial accounts is for those who have submitted sales tax exemption certificates. OPA (Other Public Authority) accounts are accounts belonging to governmental, quasi-governmental or public schools and also exempt from state sales tax.

Once the charges for sewer, WQMF and Landfill have been calculated a bill will be created showing each fee and the state sales tax as applicable. Bills are to be issued on a regular cycle billing process, either daily or weekly, determined by data availability from KAWC. Some bills will include charges for multiple accounts. The bill design will need to be approved by LFUCG and should include customer information including premise number, bill date, due date, service addresses, usage and fee calculation information, possibly an account number, and details as specified in the requirements. The bill should closely mimic the current bill as shown in Attachment 3.

Function 3: Receive and Process Payments

This function should support the daily receipt and posting of payments to customer accounts and the ability to send notices to late or non-paying customers. Customers should be allowed to submit payment in a variety of ways from credit cards to cash. If partial payments are received for an account, there is a specific method for applying those payments; WQMF will be paid first, landfill second, and sewer third. The customer service support function will be required to answer questions regarding the bill.

Function 4: Query and Report on the Data

The billing system should allow for both ad-hoc and standard reports to be generated. Some standard reports that will be mandatory are identified in the report function of the requirements. The system should support the download of report information to standard office software. Users should be able to query each field in the database to answer questions and obtain information to answer management questions.

Requirements

Prioritized Requirements by Function

Below is a table containing the prioritized requirements by function. The criteria for prioritizing the requirements were:

- **(S) Showstopper:** Requirement must be supported for legal, audit, or policy reasons. Must be met by vendor for consideration
- (H) High: Affects business process greatly.
- (M) Medium: Affects productivity, quality of service. Significant value.
- (L) Low: Requirement support would be "nice to have."

Function	Requirement	Priority
Function 1: Set-Up Customer Billing Database	 Requirement 1.1: The ability to set-up a customer billing database to accommodate bill generation and payment history KAWC will provide 12 months of data as a starting point The type of data to be stored for each customer is provided in Attachment 1. In the design stage, fields not required to support the billing process will be identified and will not be required to be maintained in the database. Vendors should explain any limitations associated with this requirement 	Ø
Function 1: Set-Up Customer Billing Database	Requirement 1.2: The ability to add additional fields for the historical customer database A GIS ID will eventually be added. The GIS ID will be a unique ID that will relate back to each customer address.	Н
Function 1: Set-Up Customer Billing Database	Requirement 1.3: The ability to use a primary key to link customer data between the 3 billing sources; sewer, WQ, and Landfill This is currently a 9-digit code called a premise number. This will be important to link adjustments that come in from the three sources to the appropriate customer account.	Н
Function 1: Set-Up Customer Billing Database	Requirement 1.4: The ability to link a closed account from previous service to a current account for payment collection and historical	Н

Function	Requirement	Priority
	purposes	Priority
Function 1: Set-Up Customer Billing Database	Requirement 1.5: The ability to maintain multiple addresses and contact info for an account and Identify which address should receive the bill	Н
Function 1: Set-Up Customer Billing Database	Requirement 1.6: The ability to provide a secure environment to store the customer database.	S
Function 2: Calculate and Create the Bill	Requirement 2.1: The ability to accommodate the billing calculations as defined in Attachment 2	S
Function 2: Calculate and Create the Bill	Requirement 2.2: The ability to easily change the rate charged for each fee	Н
Function 2: Calculate and Create the Bill	Requirement 2.3: The ability to generate an easy to read, informative bill that contains at minimum, the information in Attachment 3	Н
Function 2: Calculate and Create the Bill	Requirement 2.4: The ability to calculate and generate the bill for mailing within 3 days of receiving the data from LFUCG. Regular billing cycle process of daily or weekly per data availability from KAWC	М
Function 2: Calculate and Create the Bill	Requirement 2.5: The ability to add notes to bills for the purpose of informing customers	М
Function 2: Calculate and Create the Bill	Requirement 2.6: The ability to include multiple accounts on one bill • See the example in Attachment 4	М
Function 2: Calculate and Create the Bill	Requirement 2.7: The ability to add the LFUCG seal to the bill	M
Function 2: Calculate and Create the Bill	Requirement 2.8: The ability to accommodate LFUCG edits to the bill design prior to implementation	М
Function 2: Calculate and Create the Bill	Requirement 2.9: The ability to receive and apply adjustments to bills • LFUCG will send adjustments to all three fees on a daily, weekly or monthly basis	Н
Function 2: Calculate and Create the Bill	Requirement 2.10: The ability for the vendor to accommodate the LFUCG timeline for implementing the billing system Billing to begin on 4/1/2012 Vendor may submit an alternate date and provide rationale for alternative	Н
Function 3: Receive and Post	Requirement 3.1: The ability to receive and post	
Payments	payments to customer accounts on a daily basis	Н
Function 3: Receive and Post Payments	Requirement 3.2: The ability to track and collect all accounts receivable through agreed upon aging date, i.e., 120 days, 150 days, etc.	Н

Function	Requirement	Priority
Function 3: Receive and Post Payments	Requirement 3.3: The ability to generate and mail a second notice for unpaid accounts Vendor to suggest best practices for this process Include shut-off process for delinquent customer accounts	Н
Function 3: Receive and Post Payments	Requirement 3.4: The ability to receive customer payments via multiple methods Credit Card, EFT, Phone, Mail, Cash, Internet Vendor should specify methods and best practices around payment methods	Н
Function 3: Receive and Post Payments	Requirement 3.5: The ability to apply partial payments in a specific order • 1 st WQMF, 2 nd Landfill, 3 rd Sewer	S
Function 3: Receive and Post Payments	Requirement 3.6: The ability to provide customer service to LFUCG user fee customers To answer questions about the bill To arrange payment	М
Function 3: Receive and Post Payments	Requirement 3.7: The ability to receive and apply adjustments to bills • Each area will send adjustments on a daily, weekly or monthly basis	Н
Function 4: Provide Reports and Views of the Data	Requirement 4.1: The ability to provide LFUCG access to the vendor's billing data • For operational purposes • Possibly provide a snapshot of the activity at a specified time to allow LFUCG to conduct analysis	S
Function 4: Provide Reports and Views of the Data	Requirement 4.2: The ability to provide a unified bill history allowing all three fees' history to be viewed together	Н
Function 4: Provide Reports and Views of the Data	Requirement 4.3: The ability to allow LFUCG the ability to export data fields for download • For authorized LFUCG users	Н
Function 4: Provide Reports and Views of the Data	Requirement 4.4: The ability to provide a detailed aging report to LFUCG in an electronic format • Formatted to allow sorting capabilities	Н
Function 4: Provide Reports and Views of the Data	Requirement 4.5: The ability to generate a list of active versus inactive accounts and print to an exception report To be used in a business process by LFUCG	Н

Function	Requirement	Priority
Function 4: Provide Reports and Views of the Data	Requirement 4.6: The ability to report on the number of customers that are classified as residential, commercial, industrial or OPA	Н
Function 4: Provide Reports and Views of the Data	Requirement 4.7: The ability for LFUCG to add notes to the bill history To be used when reviewing an account	M
Function 4: Provide Reports and Views of the Data	Requirement 4.8: The ability for LFUCG to create their own reports from the views/access they will be allowed	Н
Function 4: Provide Reports and Views of the Data	Requirement 4.9: The ability for the vendor to provide standard reports • Specific report samples will be provided to finalist vendors • Vendor should supply price structure breakdown per number of reports provided	Н

Vendor Key Questions

Please respond to the following questions.

- Can you please describe best practices for developing a customer billing database, including security issues, and indicate what you need from LFUCG to accomplish this? We will want to populate the database with 12 months of history.
- 2) Please describe the common standard reports you provide for other utility customers.
- 3) Please describe the customer payment methods your company can accommodate.
- 4) Please describe the customer service options, and the associated price for each, your company can support. Include the hours of operation and location of the customer service staff.
- 5) Please define a 'go-live' strategy, including testing, to meet the 4/1/2012 target date. Vendor may supply an alternative implementation schedule with explanation as to alternative schedule.

Attachment 1 Water Usage Data File Layouts

The following are the new universal formats for Usage Data: Usage Transactions (UdUsgPf)

Field Usage Transaction	PC		PC File	Type	Description
i idiu	File	From	To	i ype	Description
	Len	1 10111	.0		
UDAUT	5	1	5	Α	Sewer Authority Code
05/101	· ·		Ŭ	, ,	Solid ridilising sods
					Identifies the sewer authority receiving the
					information about the premise.
UDTRNNO	12	6	17	S(11,0	Transaction Number
)	
					A serial number which links this table entry to the
UDPRM	15	18	32	Α	period and readings files described later. Premise ID
UDFNIVI	15	10	32	A	Premise id
					Identifies the building, house, etc.
UDACT	8	33	40	S(7,0)	Account ID
UDRDT	9	41	49		Reading Date (format YYYYMMDD)
UDBDT	9	50	58	S(8,0)	
UDCUS	8	59	66	S(7,0)	
				(, ,	
					Uniquely identifies a customer. This differs from
					an account in that one customer may have many
					accounts. For example, a MacDonald's chain.
					This can be used to produce one bill for many
UDRGN	4	67	70	Α	accounts Municipality Code
UDRGN	4	67	70	А	Municipality Code
					Aka Region Code; describes the municipality for
					the premise
UDASTS	2	71	72	Α	Account Status Code
					AC = Active Account
					CA = Closed Account
LIDDOTO		70	7.4		NA = New Account at Premise
UDPSTS	2	73	74	Α	Premise Status Code
					AP = Active Premise
					IP = Inactive Premise
					KP = Premise Killed
					NP = New Premise
					PN = Pending (Construction)
UDNAM	30	75	104	Α	Account Name
UDSSN	10	105	114	S(9,0)	Social Security Number
UDMAD1	35	115	149	Α	Mailing Address-Address Line 1
UDMAD2	35	150	184	Α	Mailing Address-Address Line 2
UDMAD3	35	185	219	Α	Mailing Address-City/State Line
UDMZIP	9	220	228	Α	Mailing Zip
UDSAD	50	229	278	A	Service Address
UDPCTC	20	279	298	A	Service City
UDPSTC	2	299	300	Α	Service State

UDPZIP	9	301	309	Α	Service Zip
UDTRTP	2	310	311	Α	Transaction Type
					A = Reg Bill-Actual Read E = Reg Bill-Estimated Read AJ = Adjustment CB = Closing Bill CS = Closing Bill and Account assigned to a different premise
UDBPR	4	312	315	S(3,0)	Bill Periods
					4 = Quarterly 6 = Bimonthly 12 = Monthly
UDRTTP	1	316	316	Α	Rate Type Code
					M = Metered F = Flat Rate
					Flat rate accounts will be reported to authorities. However, the Usage amounts will be meaningless.
UDCLS	2	317	318	Α	Billing Class Code
					1 = Residential 2 = Commercial 3 = Industrial 4 = Other Public Authority 5 = Sales for Resales 6 = Private Fire Service 8 = Public Fire Service 9 = Private Fire Service - Metered
UDDAYS	4	319	322	S(3,0)	Number of Days Billed Represents the difference between reading
UDUSE	10	323	332	S(9,0)	dates for the premise Current Usage
					Reflects the overall billed usage for the transaction, which may consist of a billing and/or several adjustments
UDUOM	5	333	337	A	Unit of Measure 1000G = 1000 Gallons 100G = 100 Gallons 10CF = 10 Cubic Feet 100CF = 100 Cubic Feet

Usage Transaction Periods (UdUsgPrdPf)

This file relates directly to the Usage file. Records in this file are linked to the Usage File by authority and transaction number.

Field	PC	PC File	PC File	Type	Description
	File	From	То		-
	Len				
UDAUT	5	1	5	Α	Sewer Authority Code
UDTRNNO	12	6	17	S(11,0)	Transaction Number
UDORDT	9	18	26	S(8,0)	Original Read Date (format YYYYMMDD)
UDOBDT	9	27	35	S(8,0)	Original Bill Date (format YYYYMMDD)
UDUSE	10	36	45	S(9,0)	Usage
UDUOM	5	46	50	Α	Unit of Measure
					1000G = 1000 Gallons
					100G = 100 Gallons
					10CF = 10 Cubic Feet
					100CF = 100 Cubic Feet
UDRSN	2	51	52	Α	Reason Code
					A = Actual Read
					AJ = Adjustment
					C = Cancel
					E = Estimated Read
					R = Rebill
					RE = Return of Estimate

Readings (UdRdgPf)

This file relates directly to the Usage file. Records in this file will join to a Usage transaction record by the authority and transaction number. There may be zero, one or more reading records associated with a Usage transaction depending on its nature. For example, if the premise has a battery of meters, you will receive all readings for all meters in the battery. If a meter is replaced, you will receive all out and set readings. Conversely, an adjustment transaction may not have any.

It should also be noted that the unit of measure for each reading record reflects that of the meter, and may differ from the units for the billed consumption. The account may be billed in different units than what the reading is taken in. For example, a premise may have a 10CF meter but have its usage reported in 100G.

Field	PC		PC File	Туре	Description
	File Len	From	То		
UDAUT	5	1	5	Α	Sewer Authority Code
UDTRNNO	12	6	17	S(11,0	
UDTYP	1	18	18	Á	Utility Type
					Describes the service provided
					W = Water Service
					1 = Water Service-Mgmt
UDMSQ	8	19	26	S(7.0)	Contracts Sequence Number
UDSTP	2	27	28	S(7,0) A	Service Type
ODOTI	_		20		Gervice Type
					A = Additive
					D = Deduct
UDMRT	7	29	35	S(6,0)	Meter Route Number
UDMST	7	36	42	, ,	Meter Stop Number
UDPRDT	9	43	51	S(8,0)	Previous Reading Date (format YYYYMMDD)
UDPRDG	9	52	60	S(8,0)	Previous Reading
UDPRTP	1	61	61	Α	Previous Reading Type Code
					A = Automatic Read
					C = Customer Card
					E = Estimated Read
					I = Inside Read M = Manual Read
					O = Office Estimate
					P = AMR - Phone Retrieval
					R = Remote Read
					S = Service Order
					T = Telephone - Customer
UDCRDT	9	62	70	S(8,0)	Current Reading Date (format YYYYMMDD)
UDCRDG	9	71	79	S(8,0)	Current Reading
UDCRTP	1	80	80	Α	Current Reading Type Code
					Same values as previous read type
UDUSE	10	81	90	S(9,0)	Usage from Reading
UDUOM	5	91	95	Α	Unit of Measure
					1000G = 1000 Gallons
					100G = 100 Gallons
					10CF = 10 Cubic Feet
					100CF = 100 Cubic Feet
UDMFG	3	96	98	Α	Meter Manufacturer
					AM = American
					AR = Artic
					BD = Badger
					BU = Buffalo
					CA = Calumet CO = Conrad
	1	<u> </u>			Joo – Johnau

					CR = Carlon CT = Carlton EM = Empire GA = Gannon HE = Hersey KE = Kent LA = Lambert NE = Neptune PO = Ponder PR = Precision RO = Rockwell SE = Sensus SI = Singer SW = Sewer TR = Trident UO = User Owned WO = Worthington ZU = Zurn
UDMTR	10	99	108	Α	Meter Number
UDSIZ	5	109	113	A	Meter Size 1 = 1" Meter 1-1/2 = 1-1/2" Meter 10 = 10" Meter 12 = 12" Meter 14 = 14" Meter 16 = 16" Meter 2 = 2" Meter 3 = 3" Meter 3/4 = 3/4" Meter 4 = 4" Meter 5/8 = 5/8" Meter 6 = 6" Meter 8 = 8" Meter
UDNDL	3	114	116	S(2,0)	Meter Number of Dials

Account Changes (UdActChgPf)

Field	PC	PC File	PC File	Type	Description
	File	From	То		-
	Len				
UDAUT	5	1	5	Α	Sewer Authority Code
UDPRM	15	6	20	Α	Premise ID
UDACT	8	21	28	S(7,0)	Account ID
UDCUS	8	29	36	S(7,0)	Customer ID
UDASTS	2	37	38	Α	Account Status Code
					AC = Active Account
					CA = Closed Account
					NA = New Account at Premise
UDNAM	30	39	68	Α	Account Name
UDMAD1	35	69	103	Α	Mailing Address-Address Line 1
UDMAD2	35	104	138	Α	Mailing Address-Address Line 2
UDMAD3	35	139	173	Α	Mailing Address-City/State Line
UDMZIP	9	174	182	Α	Mailing Zip
UDTRDT	9	183	191	S(8,0)	Date of Change (format YYYYMMDD)

Sewer Billing Process Overview

Calculation by KAWC:

- The unit of measurement for billing is hundred cubic feet (CCF)of water used * a rate
- Cubic feet are calculated based on gallons of water used; 1 Cu. Ft = 7.5 gallons of water
- A minimum sewer fee for residential accounts is charged for 0-1 CCF of water used, currently at the rate of \$4.83
- The remaining Cu. Ft. of water used is billed at the agreed upon rate, currently \$3.64
- Example: Gallons of water used = 7,500,
- 7,500 gal / 7.5 = 1000 Cubic Feet
- 1000 Cubic Feet / 100 = 10 billable Cu. Ft.
- 1 Cu. Ft = \$4.83, remaining 9 Cu. Ft. * \$3.64 (\$32.76)
- Sewer Bill = \$37.59 (4.83 + 32.76) for residential accounts
- The same calculation methodology is to be used for non-residential accounts based on the rate schedule provided.
- A monthly average sewer usage may be applied during the summer months to avoid charging sewer fees on water that is not discharged into the sanitary sewer. Summer water usage is generally higher due to watering, filling swimming pools, etc.
- The monthly average is calculated using usage during Nov.-April. Sewer is based on actual water usage during Nov-April. Actual usage or the monthly average, whichever is lowest, is used during May-Oct.

Attachment 2 continued

Water Quality Management Fee Billing Process Overview

Calculation by LFUCG:

- The WQMF is based on the equivalent residential unit (ERU) which is billed at a rate of \$4.39 per unit.
- Each ERU represents 2,500 sq. ft. of impervious surface
- Every parcel in Fayette County is subject to the WQMF unless it meets an exception as outlined in the WQMF ordinance.
- There are two types of parcels; Class A & B.
 - Class A parcels are single family residential parcels or farm parcels and are billed at one (1) ERU or \$4.39
 - Class B parcels are all other parcels and are billed at a rate equivalent to the amount of the impervious surface in total sq. ft. /2,500 sq. ft. and rounded to the nearest ERU.
- A comma delimited billing file is emailed to KAWC by the 24 of each month. The billing file is used to update the billing database at KAWC

Landfill Billing Process Overview

Calculation by LFUCG:

- The Landfill Fee is based on the number of garbage containers, called Herbie, a residential or commercial customer has and is billed at a rate of \$4.50 per container
- Containers are tied to a premise number and a serial number
- New charges or adjustments to current premise numbers are sent to KAWC via email on a weekly basis usually on Mon/Tues of each week.

Attachment 2 continued

Types of Adjustments

Sewer Fee Adjustments

- <u>Customer Requested Residential adjustments</u> water leak, watering new sod, filling swimming pool, etc. Adult and Tenant services may request adjustments on behalf of qualifying citizens by the application of cash payments or a percentage reduction in the rate charged.
- <u>Extra Strength Commercial Charge</u> applied when non-residential customers discharge exceeds specified parameters
- <u>Sewer Exclusion Credit</u> calculated for non-residential customers for water being used but not discharged into the sanitary sewer for treatment

WQMF Adjustments

- New Accounts new or redeveloped parcels are parsed or reparsed and the calculated ERU associated with that a parcel are submitted for billing by KAWC. Accounts may be set-up for non-mutual premises that have no active KAWC account.
- Adjustments are usually made for accounts that have had a change in the impervious area, have an address change for receiving the bill or have been overbilled or under billed. Customers regularly request for the parcel's impervious area to be reevaluated.
 Adult and Tenant services may apply for adjustments on behalf of qualified citizens.

Landfill Adjustments

- New Accounts about 75 adjustments per month for customers requesting new containers
- <u>Adjustments</u> due to address changes either by the city for 911 purposes or movement by the customer

Attachment 3

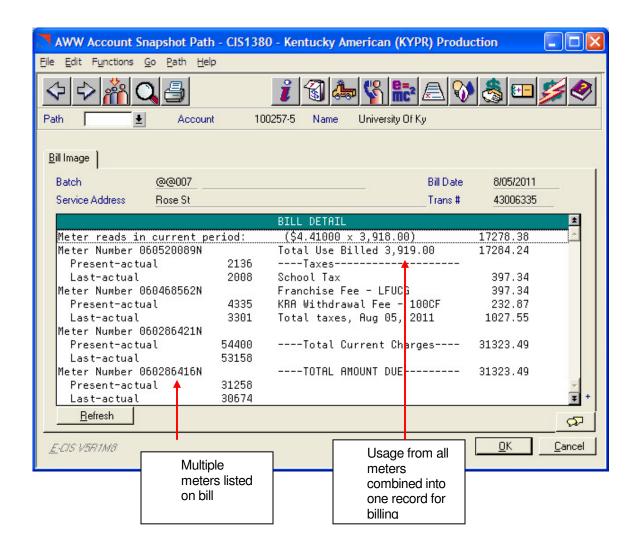
CURRENT BILL

Billing Summary		
Prior Balance		Current Water Charges (the only portion
Balance from last bill	\$108.22	of your payment that goes to Kentucky American Water) – This is the cost of your
Payments as of Oct 10, 2011. Thanks!	-108.22	water service for the current billing period.
Total prior balance, Oct 10, 2011	.00	
Current Water Charges	/	LFUCG – Sewer Charges – Your
Meter Service Charge	8.90	sanitary sewer bill paid to Lexington-Fayette
Water Usage (\$3.975300 x 10.00)	39.75	Urban County Government (LFUCG). Using water wisely can help reduce your
Total water charges, Oct 10, 2011	48.65	water service charge and this fee too since
Current Wastewater Charges		it is generally based on water usage.
LFUCG - Sewer Minimum Fee	4.83 4	LFUCG-Wtr Qual Mgmt Fee – Also
Sewer Usage (\$.00000 x 1.00)	.00	known as the stormwater fee, a Lexington-
(\$ 3.64000 x 9.00)	32.76	Fayette Urban County Government
Total Use Billed 10.00	37.59	(LFUCG) fee that goes toward the
Other Current Charges		management of Lexington-Fayette County's storm sewer infrastructure.
LFUCG - Wtr Qual Mgmt Fee	4.39	
LFUCG - Land Fill Fee	4.50	LFUCG - Landfill Fee - A Lexington-
Total other charges, Oct 10, 2011	8.89	Fayette Urban County Government fee
Taxes		related to garbage collection that you may have included on your bill depending on
KRA Withdrawal Fee - 100CF	.59	where you live.
School Tax	1.48	·
Franchise Fee - LFUCG	1.48	
Total taxes, Oct 10, 2011	3.55	KRA Withdrawal Fee – This fee is
		collected for and forwarded to the Kentucky River Authority (KRA), a state agency that
Total Current Charges	98.68	works to ensure that the Kentucky River
		remains a reliable source of water supply.
TOTAL AMOUNT DUE	\$98.68	School Tax – A fee that goes directly to
		support public education in Fayette County. Franchise Fee – LFUCG – A fee levied on
		public utilities
		\

Attachment 4

This University of KY account # 100257 has 12 meters for a combined usage of 3,919 (100 cu ft)

The usage data file contains one record for this account.



Usage Data file layout position 323 through 332 contains the usage for account 100257

