

ORIGINAL

December 7, 2011

Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Attention; Todd Slatin – Senior Buyer

Dear Mr, Slatin,

Thank you, for allowing United Resource Systems, Inc DBA United Billing Services provide our resume to service your statement, billing, pay portal and collection needs. The following proposal will include our vision as to service LFUCG would deem as not only extremely important, but comprehensive, customer oriented and filled with added benefits our competitors typically do not include.

We look forward to the opportunity to present out solution to you and your organization personally in the near future.

Regards,



Michael Lammers
VP Operations
United Companies

10075 W Colfax Ave
Lakewood, CO 80215

800-441-7364 #1200

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Executive Summary

Exceed Expectations

Since our Inception in 1992, we have always held to the maxim that we are in the business of exceeding expectations. From our Leadership Team to our Family of Revenue Specialist, we have had one simple goal: **Be the company that we would want to work with if we were in the shoes of the Clients we serve with our Billing and Collection services.**

By building an organization with this in mind, we are able to build on our experiences and become an extension of your City Business Office and exceed not only the expectation of City Personnel but of your Customers as well.

Flexibility

When it comes to Utility Billing Services, no two cities are alike. United Billing Services understands and has created a Billing Platform that is flexible, scalable, and customizable. At the City's option, we can post payments internally or push those payments to your business office; we can provide full collection service or utilize a pre-collect program; we can send invoices in envelopes or save you money by sending post card invoices. When you work with United Billing Services, the choices and control are really up to you.

Environmentally Friendly

Has your City made the mandate to Go Green? UBS gives you that opportunity by providing the opportunity for your Accounts a "paperless" option with E-Statements and several electronic options to pay their bills online or over the phone.

Spirit of Partnership

Partnership is crucial to any business relationship. We provide the training and support to your team that allows us to become a **true extension of your City's Business Office and Accounts Receivable Team.**

We also realize that a spirit of teamwork is important to resolving your Customer Accounts. We partner with your Consumers, both Billing Service and Full Collection Service, to help them resolve their financial obligation.

Cutting Edge Technology

In addition to mailed invoices, we also provide a secure, online Utility Bill Payment Portal and Communication Center. This unique website allows your Customers the ability to review their statements online and **provides them several choices to make their payment.** The City can also use this portal to provide announcements. All electronic or paper bills are mirrored on each customer's personal website which allows them to access all billing information for the previous twelve months.

Customer Support

In addition to a **Dedicated Account Representatives**, we will also assign a team of experienced Customer Service Support Staff Members to your account with United Billing Services. **With this coverage, you can always rest assured that that your questions will be answered quickly and your request will be resolved without delay.** We also provide a customer support number for City Personnel which is answered by a live Operator: **no more navigating through complex phone prompts and menus!**

Optimize Revenue

Experience has taught us that default rates on Utilities are very low, but should it become necessary, we do operate a full service collection agency. We can provide Pre-Collect, Early in and Out, Full Collection, and even Litigation services. Of course, with our customizable billing and collections service, you remain in control of the decision of when to offer each of these programs to your delinquent accounts. **By providing a continuum of service starting with Billing and Ending with Litigation in one provider, we are able to avoid delays in the recovery of revenue and work every account until it is resolved.**

All Inclusive Pricing

With 19 years of billing experience under our belt, we understand that one of the most important considerations when choosing a billing provider is budgeting for that service. Instead of providing a complicated pricing matrix, **we provide a budget friendly flat fee per billing account.** This takes the headaches out of accounting for your billing costs. We believe that simplicity makes things run easier, and eliminates the need for complex calculation of cost.

Only Use What You Need

Many billing companies want to charge a fee for every account to provide additional service like pre-collect or full collection services. While this may look good on paper, you are paying for those services with every account. At United Billing Services, you only pay for pre-collect or full collection services when they become necessary which is a savings you will see added to your bottom line.

Our Philosophy

At UBS, it is our guiding principle that every Billing and Collection consumer deserves dignity, compassion, and respect. Every member of our Revenue Management Team from the CEO to the Janitor embraces and is held accountable to this philosophy.

Requirements Response Matrix

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."

For each requirement listed in the *Requirements table* provided in below, please 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.

For any response of 0, or 1, please describe the uncertainty or limitation related to the response.

Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p>Requirement 1.1: The ability to set-up a customer billing database to accommodate bill generation and payment history</p> <ul style="list-style-type: none"> • 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 	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">S</p>
<p>Requirement 1.2: The ability to add additional fields for the historical customer database</p> <ul style="list-style-type: none"> • A GIS ID will eventually be added. The GIS ID will be a unique ID that will relate back to each customer address. 	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitation</p>	<p style="text-align: center;">H</p>
<p>Requirement 1.3: The ability to use a primary key to link customer data between the 3 billing sources; sewer, WQ, and Landfill</p> <ul style="list-style-type: none"> • 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. 	<p style="text-align: center;">2</p> <p style="text-align: center;">UBS Can Associate Unlimited Individual Debts Under One ID</p>	<p style="text-align: center;">H</p>
<p>Requirement 1.4: The ability to link a closed account from previous service to a current account for payment collection and historical purposes</p>	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations On Associating Debts Open or Closed</p>	<p style="text-align: center;">H</p>
<p>Requirement 1.5: The ability to maintain multiple addresses and contact info for an account and Identify which address should receive the bill</p>	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">H</p>
<p>Requirement 1.6: The ability to provide a secure environment to store the customer database.</p>	<p style="text-align: center;">2</p> <p style="text-align: center;">UBS Has A Secure, PCI Complaint Facility</p>	<p style="text-align: center;">S</p>

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 2.1: The ability to accommodate the billing calculations as defined in Attachment 2	2 No Limitations	S
Requirement 2.2: The ability to easily change the rate charged for each fee	2 No Limitations	H
Requirement 2.3: The ability to generate an easy to read, informative bill that contains at minimum, the information in Attachment 3	2 Completely Customizable	H
Requirement 2.4: The ability to calculate and generate the bill for mailing within 3 days of receiving the data from LFUCG. <ul style="list-style-type: none"> Regular billing cycle process of daily or weekly per data availability from KAWC 	2 72 Hour Turnaround Can Be Easily Accomplished	M
Requirement 2.5: The ability to add notes to bills for the purpose of informing customers	2 Can Be Done Globally or on an Individual Basis Based On Information Provided.	M
Requirement 2.6: The ability to include multiple accounts on one bill <ul style="list-style-type: none"> See the example in Attachment 4 	2 No Limitations	M
Requirement 2.7: The ability to add the LFUCG seal to the bill	2 No Limitations	M
Requirement 2.8: The ability to accommodate LFUCG edits to the bill design prior to implementation	2 No Limitations	M
Requirement 2.9: The ability to receive and apply adjustments to bills <ul style="list-style-type: none"> LFUCG will send adjustments to all three fees on a daily, weekly or monthly basis 	2 No Limitations	H

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 2.10: The ability for the vendor to accommodate the LFUCG timeline for implementing the billing system <ul style="list-style-type: none"> • Billing to begin on 4/1/2012 • Vendor may submit an alternate date and provide rationale for alternative 	<p style="text-align: center;">2</p> <p>If UBS Has Been Provided The Agreement and Live Sample Data by January 31st 2012 – No Limitations</p>	<p style="text-align: center;">H</p>
Requirement 3.1: The ability to receive and post payments to customer accounts on a daily basis	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">H</p>
Requirement 3.2: The ability to track and collect all accounts receivables through an agreed upon aging date, i.e., 120 days, 150 days, etc.	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">H</p>
Requirement 3.3: The ability to generate and mail a second notice for unpaid accounts <ul style="list-style-type: none"> • Vendor to suggest best practices for this process • Include shut-off process for delinquent customer accounts 	<p style="text-align: center;">2</p> <p style="text-align: center;">Multiple Solutions No Limitations</p>	<p style="text-align: center;">H</p>
Requirement 3.4: The ability to receive customer payments via multiple methods <ul style="list-style-type: none"> • Credit Card, EFT, Phone, Mail, Cash, Internet • Vendor should specify methods and best practices around payment methods 	<p style="text-align: center;">2</p> <p>No Limitations – UBS Will Include a Personal Payment Portal For Each Customers, IVR (Over The Phone Automated) Solutions, Credit Card, Check, ACH, Cash is Money Gram (Any Wal-Mart) & Online.</p>	<p style="text-align: center;">H</p>
Requirement 3.5: The ability to apply partial payments in a specific order <ul style="list-style-type: none"> • 1st WQMF, 2nd Landfill, 3rd Sewer 	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">S</p>
Requirement 3.6: The ability to provide customer service to LFUCG user fee customers <ul style="list-style-type: none"> • To answer questions about the bill • To arrange payment 	<p style="text-align: center;">2</p> <p>No Limitations – UBS Can Supply a Complete Customer Service Group to Answer Questions and a Collections Group For Accounts That Become Delinquent.</p>	<p style="text-align: center;">M</p>

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 3.8: The ability to receive and apply adjustments to bills <ul style="list-style-type: none"> Each area will send adjustments on a daily, weekly or monthly basis 	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">H</p>
Requirement 4.1: The ability to provide LFUCG access to the vendor's billing data <ul style="list-style-type: none"> For operational purposes Possibly provide a snapshot of the activity at a specified time to allow LFUCG to conduct analysis 	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations – Clients All Receive Their Own Personal Portal for Complete Access to Reports, Collection Data and Collection Activity</p>	<p style="text-align: center;">S</p>
Requirement 4.2: The ability to provide a unified bill history allowing all three fees' history to be viewed together	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">H</p>
Requirement 4.3: The ability to allow LFUCG the ability to export data fields for download <ul style="list-style-type: none"> For authorized LFUCG users 	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">H</p>
Requirement 4.4: The ability to provide a detailed aging report to LFUCG in an electronic format <ul style="list-style-type: none"> Formatted to allow sorting capabilities 	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">H</p>
Requirement 4.5: The ability to generate a list of active versus inactive accounts and print to an exception report <ul style="list-style-type: none"> To be used in a business process by LFUCG 	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations</p>	<p style="text-align: center;">H</p>
Requirement 4.6: The ability to report on the number of customers that are classified as residential, commercial, industrial or OPA	<p style="text-align: center;">2</p> <p style="text-align: center;">If Information Is Provided UBS Can Design Report To Provide Any Details</p>	<p style="text-align: center;">H</p>
Requirement 4.7: The ability for LFUCG to add notes to the bill history <ul style="list-style-type: none"> To be used when reviewing an account 	<p style="text-align: center;">2</p> <p style="text-align: center;">No Limitations – Clients Have Access to Each Account, History and Current Notes.</p>	<p style="text-align: center;">M</p>

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 4.8: The ability for LFUCG to create their own reports from the views/access they will be allowed	<p>2</p> <p>No Limitations</p>	H
Requirement 4.9: The ability for the vendor to provide standard reports <ul style="list-style-type: none"> • Specific report samples will be provided to finalist vendors • Vendor should supply price structure breakdown per number of reports provided 	<p>2</p> <p>No Limitations – No Additional Fees For Custom Reports</p>	H

Vendor Scope of Work

The major components of the desired scope of work for the vendor are comprised of the following items. Please indicate your ability and commitment below with a "yes" or "no" for each line item. A "yes" response is a binding commitment by the vendor to fulfill the responsibility within the scope and price of their RFP response. For any "no" answers, please explain the associated limitations or constraints.

Vendor Responsibilities	Yes or No
Provide services to fulfill the business and technical requirements for a Billing Service	YES
<ul style="list-style-type: none"> • To manage this project as the prime contractor, if other firms are involved 	YES
<ul style="list-style-type: none"> • To develop any customized components necessary to meet the requirements for which you've answered as such 	YES
<ul style="list-style-type: none"> • To provide solution users, and systems administrators training in the area of report generation, using examples 	YES
<ul style="list-style-type: none"> • To comply with all RFP response criteria 	YES

Vendor Business Profile & References

Vendor Business Profile

Agency Demographics

Name and Address of Collection Agency

United Billing Services
10075 W. Colfax Ave
Lakewood, CO 80215

Agency Phone and Fax Numbers

Toll Free (800)547-9052
Fax (303)205-0153

Custom Websites Available Completely Branded and Included In Proposal

Example; www.sewerbill.com

Organization of United

United Billing Services started providing billing services in 1992 and was incorporated in 1994.

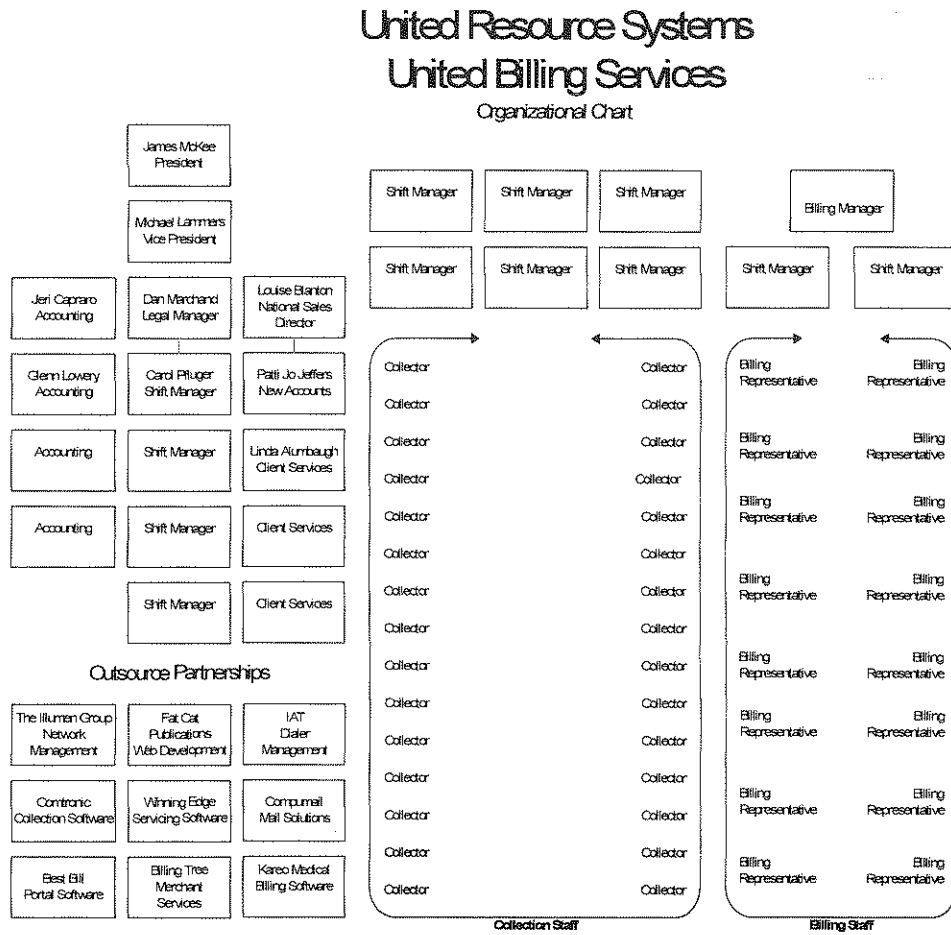
United Resource Systems, Inc., Parent Company to United Billing Services also operates a subsidiary Medical Billing Company, CareMed Partners, which is also located in Lakewood, CO.

References

United works with clients in many different industries including medical billing, retail installment contract billing and student tuition billing. We partner with vendors that supply many different pieces of the entire process including web design agencies, statement developers, letter vendors and payment processing accounts. United, through our software provide, services many utility companies and those contacts can be supplied.

- Transcon Financial | Jon Preiser | President | 561-797-1467
- United States Truck Driving School | Kirk Vance | Operations | 303-431-7600
- CRST Contract Billing | Scott Szymanek | VP | (800) 366-8460 #2708

Organizational Chart



Hours of Operation

Our hours of operation are 8:00 AM to 5:00 PM MST, Monday through Friday.

30% of our Staff is available from 5:00 PM to 8:00 PM. UBS will also customize availability of our Revenue Specialist to meet the needs of specific Utility Billing Clients.

Multi-Lingual Capabilities of Staff

United Billing Services is pleased to report that we employ bi-lingual Revenue Specialists.

Average Length of Employment for Staff

Our average tenure of UBS Staff is seven years. Many of our Revenue Specialists have been with us for more than ten years. For 2010, our turnover on our Revenue Specialist Team is less than 5%.

Hiring Practices

Before hiring, United Billing Services conducts a thorough background check on employees examining criminal history, previous employers, credit history, and educational background.

When a new Employee is hired, we use a new hire checklist to ensure all employees are properly trained. This checklist is detailed in Section 3 of this proposal.

Initial and Ongoing Training

Due to the rapidly changing regulations of delinquent account billing and collections, all employees are given frequent update trainings to all FDCPA, FCRA, and TCPA regulations.

Our initial orientation of a new employee is an established day-by-day procedure. We also provide ongoing training in the following areas.

Fair Debt Collection Practices Act (FDCPA) - URS understands it is imperative for our employees to learn the facts and requirements of the Fair Debt Collection Practices Act (FDCPA). Our Collectors are able to conduct daily collection activities in compliance with FDCPA guidelines. All employees are required to sign a zero tolerance policy pledging absolute compliance to FDCPA regulations.

Professional Telephone Collection Techniques – All collectors and supervisors are trained on the issues that prevent consumers from paying through our telephone collection technique course. Our employees are also taught how to overcome stalls and objections, making them more effective in their jobs.

Project Plan & Deliverables

The vendor will identify and provide the major tasks and associated timelines required to fulfill 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 durations and resources quantified. This includes any and all LFUCG tasks, resources or deliverables. Key task dependencies should also be identified.

Assumptions and Constraints

The following assumptions have been made utilizing the information provided, the typical manner in which United Billing bills accounts for their clients and the utilization of all services provided by United Services.

- 1) United assumes all billing & reporting information being requested by LFUCG can be extracted or calculated from either/or current LFUCG computer systems, American Water or calculations utilizing a mathematical calculator, Excel or Web capable.
- 2) This response is predicated on utilizing a #10 Envelope with a tear off, 1 page, two color statements with printed information on the front and back. The consumer will also receive a #9 billing addressed return envelope for convenience without postage.
- 3) That LFUCG, through their current software or American Water, provides a daily file transfer of all accounts current status delivering account upload through a secure FTP site for Web Portal updates. If weekly is better that can be altered in roll out.

Vendor Questions

Please respond to the following questions.

- 1) 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.

United Billing Services would develop a historical customer database through a date driven download created and extracted by LFUCG or American Water. This historical download created in any format would be delivered to USB through a secure FTP upload, through our 128 bit encrypted website or through an encrypted external hard drive shipped to our location. USB would need all fields that LFUCG would like historically loaded into the Customer Portal including but not limited to customer demographics, historical bills by month, payment amounts, date of payments, fees paid if applicable, assigned customer account number(s), services utilized, amount of usage by month and any other detailed historical data required by LFUCG.

- 2) Please describe the common standard reports you provide for other utility customers.

UBS has over 50 standard reports available

UBS At no extra charge will make any custom reports required by Client

Standard Reports Include;

Statement Report

Payment Reports

Delinquency Report

E-Statement Conversion

Bad Address Reports

- 3) Please describe the customer payment methods your company can accommodate.

- (a) **Online Payments Include;** Credit Card, ACH (Check) Each customer has access to their account via a private web portal that includes payments options, actual statements and historical data.
- (b) **Telephone Payments Include;** Consumers can phone our call center and make a payment by check or credit card with the help of a customer service agent or through an IVR (automated collection system available 24/7).
- (c) **By Mail;** Consumers will be provided a return envelope with their statement for mailing in their payments of check, money orders or cashiers checks.
- (d) **In Person;** Consumers can pay their bill at any Wal-Mart or Money Gram location with cash.

- 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.

See Attachment "Pricing Proposal"

UBS has the ability to handle all customer service needs or simply forward all communications back to the client and simply manage the statements and consumer payment portals. At UBS we customize our billing and collection program specifically for the needs of each client

(1) Statement Only;	\$1.25 each
Setup	\$9,500.00
Postage Deposit	\$57,500.00
(2) Statement & Payment Portal;	\$1.25 each Statement,
Setup	\$9,500.00
Postage Deposit	\$57,500.00
	3.25% of each online payment
	\$0.25 cents per transaction
(3) Statement, Payment Portal ,	\$1.25 each Statement,
Customer Service, Collections	3.25% of each online payment
Setup	\$9,500.00
Postage Deposit	\$57,500.00
	\$0.25 cents per transaction
	\$0.95 Per account per month

Hours of Operation

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Name and Address of Collection Agency

United Billing Services

10075 W. Colfax Ave

Lakewood, CO 80215

- 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.
- February 1st - Onsite meeting to review entire scope of project, retrieve Client sample/live data and statement desired format, colors and dimensions. Samples supplied by UBS or can custom develop.
 - February 10th - Delivered developed sample statements, branded payment portal, and upload test data.
 - February 20th – Provide demo logins to client for testing simulated data against real data extracted from systems.
 - March 1st – Initiate test upload of real data for an additional month of testing; develop all general and custom reporting requested by client.
 - March 9th - Submit all completed reporting requirements to client for review.
 - March 14th – Deliver any report changes to client.
 - March 17th – Load real time data for additional testing of pay portals, reports and postings.
 - March 19th – Onsite visit to review all functionality, reports, data, pay portals and complete sign off by client.

Pricing Matrix and Terms

Our objectives are not only to obtain the best value via component pricing, but also to mitigate the unpredictability in the potential volatility of ongoing costs.

Please provide a description of your pricing approach, along with any associated assumptions and rationale, to accomplish this. All vendors must supply pricing information in the format below. However, if vendor has an alternative approach to pricing, that may be included as well. Prices should be stated in U.S. dollars and offered for at least 90 days. **Pricing information in hardcopy must be submitted in a separate envelope; pricing information in electronic format must be submitted in a separate file.**

On average, LFUCG will require about 115,000 bills per month to be generated and serviced.

Year	Billing Service Price Per Bill	Customer Service Price Per Bill	Other Price Per Bill	Total Price Per Bill
Year 1	\$1.25	\$0.95 Includes All Delinquent Collections	3.25% & \$0.25 On Each Payment Through The Web Portal	\$2.20 Plus 3.25% & \$0.25 on Payments Made Through The Web Portal
Year 2	\$1.27	\$0.95 Includes All Delinquent Collections	3.25% & \$0.25 On Each Payment Through The Web Portal	\$2.22 Plus 3.25% & \$0.25 on Payments Made Through The Web Portal
Year 3	\$1.27	\$0.95 Includes All Delinquent Collections	3.25% & \$0.25 On Each Payment Through The Web Portal	\$2.27 Plus 3.25% & \$0.25 on Payments Made Through The Web Portal
Year 4	\$1.30	\$0.95 Includes All Delinquent Collections	3.25% & \$0.25 On Each Payment Through The Web Portal	\$2.25 Plus 3.25% & \$0.25 on Payments Made Through The Web Portal

Pricing Approach:

UBS has developed our pricing model to include only the items requested by our clients in a structured, easy to budget and predictable format. With very little variance to delinquency and an all inclusive model, UBS expects a 97% current portfolio on average.

Assumptions per component:

Current pricing is assuming the current bulk postal rate of \$0.365. Any postal rate hikes are transferred directly as a pass through to client.



Pricing Proposal with Servicing

Sewer Billing for; Lexington-Fayette Urban County Government

Set Up and Service Fees

Cost

Start Up Programming Fee	\$9,500.00
Postage Deposit; A Deposit Based on the Estimated Number of Statements x \$0.50. = 115,000	\$57,500.00
<u>Total Set Up Fee – The Postage Deposit Is Refunded @ Contract Termination</u>	<u>\$67,000.00</u>
Account Maintenance (Hourly, as needed for changes AFTER implementation, and billed in quarter hour increments). This is primarily for additional custom changes after SOW.	\$125.00 hr
Cost Per Billing Statement Utilizing a 8 ½ x 11 Statement, #10 Envelope with #9 Return Envelope	\$2.20 ea
Cost Per Billing Statement Utilizing a 4 x 6 Postcard with Tear Off Receipt and Detachable Label	N/A

Billing Service Components

Included

All Payment Posting, Customer Service Calls, Client Reporting and Complete Consumer Account Management Program	Yes
One Page Statement with Return Envelope or Postcard with Detachable Receipt	Yes
Client Portal for Reporting Available 24/7	Yes
Postage (Subject to Increases in Published USPS Rates)	Yes
National Change of Address Consolidation (NCOA)	Yes
Return Mail Updates (Address Correction Service)	Yes
Paperless Statements (E-Statements)	Yes
Client Branded or United Branded Consumer Online Payment Center	Yes
IVR (Interactive Voice Response) Payment Center And Reminder Call Service	Yes
Online Consumer Communication Portal (Completely Customizable)	Yes
Each Consumer's Monthly Invoice Available for One Year Online	Yes
Consumer Message Center (For Opt-In Consumers)	Yes
Online Reminder Messages (IE; Due Dates, Delinquency or Documents Available)	Yes
Insertion of a Single Page, City Notice*	Yes

*Additional Cost for Design and Print of Custom City Notices May Apply.

United Resource Systems Billing Services can utilize client's current Merchant Services provider as long as they are compatible and PCI Compliant. United is able to work with most Merchant Services providers.

United Resource Systems Billing Services also can provide Merchant Services for more of a plug and play process and may even save clients additional money as we heavily discount through our combined volume.

Merchant Service Fees

Cost

Merchant Account Fees	3.25%
Transaction Fee	\$0.25
Programming Fees; For utilization and conversion of CITY's current Merchant Services provider.	N/A
At the Option of the Client, we can charge a convenience fee on credit/debit card and e-check payments to assist in deferring the cost of the Merchant Service Fees. These fees are decided by our clients and are for our clients!	

Pre-Collect / Collections

Cost

Escalating Pre-Collect Letters (up to three)	N/A
Full Collections: Includes Skip Tracing, Bureau Reporting (if requested) and Collector Contact	Included
Why pay for a collection program when only 1-3% of your consumers will ever go to collections, and it is usually the same folks? A more cost effective program would allow United to send an escalating series of letters indicating their delinquency! We typically send a letter at 45 days, 75 days and then at 105 days letting the consumer know the account is going to collections. This program is completely customizable. You choose when they are sent and what they say! United provides sample programs and customizes according to each clients needs. This will significantly reduce the need for full collections. With United's experience in Billing & Collections you will not only save money, but provide a whole new level of service to your clients!	

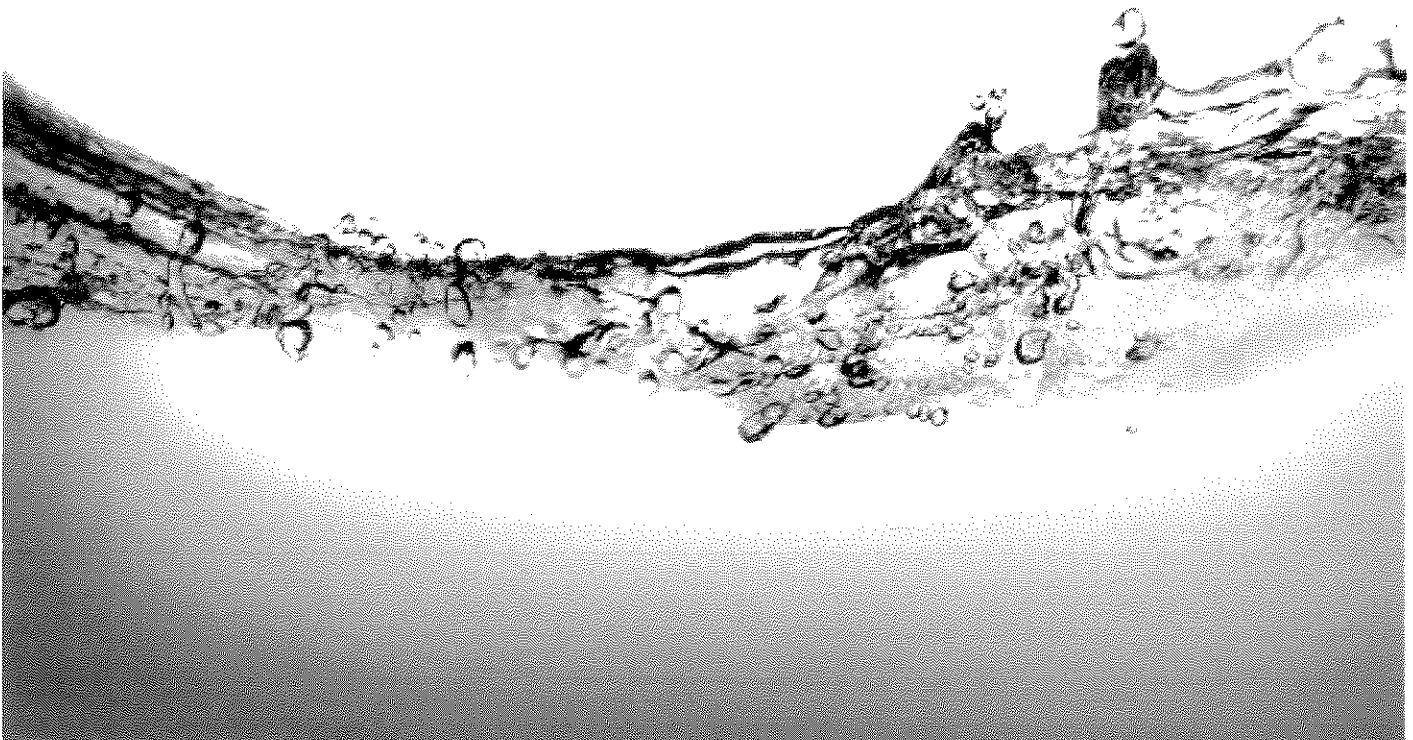


At United Billing, Technology Allows for a Better Customer Experience!

UNITED | Sewer
Bill

Let us help you get all your Water Treatment Bills paid on-time

SewerBill.com





We understand how Water Treatment is an important part of our future

WE CREATED AN EDUCATIONAL ACCOUNT MANAGEMENT
AND BILLING SYSTEM FOR YOUR CUSTOMERS SO THEY CAN
CONTROL AND UNDERSTAND THEIR WATER TREATMENT BILL

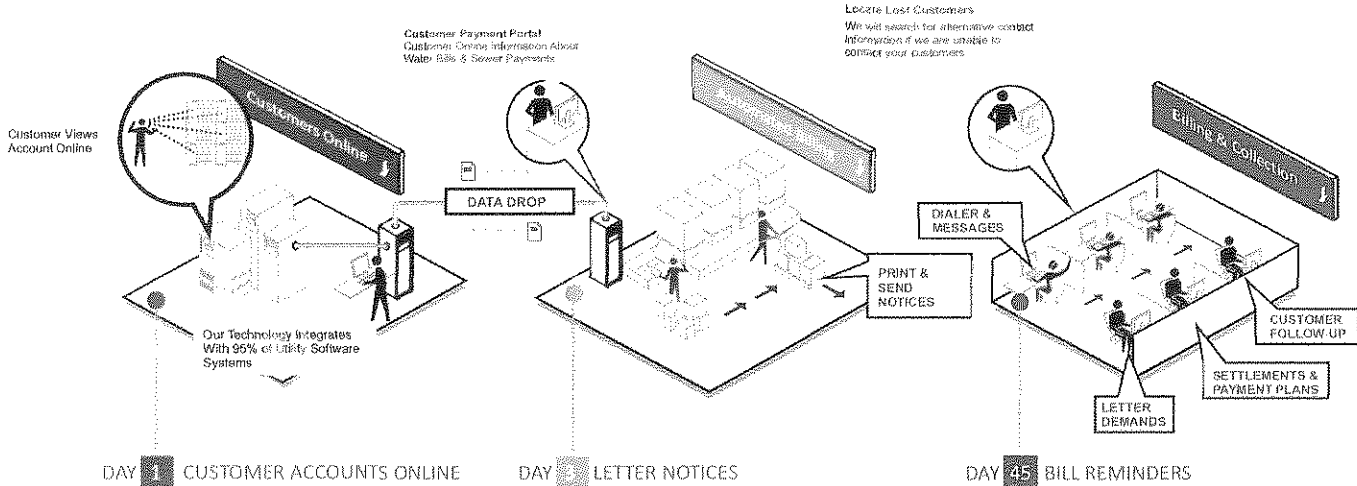
- Our green initiative has shown to motivate customer payments by 20%

HOW SEWERBILL™ WORKS

Customers Can Manage Their Account Online

Letter Services

Billing and Account Follow-up



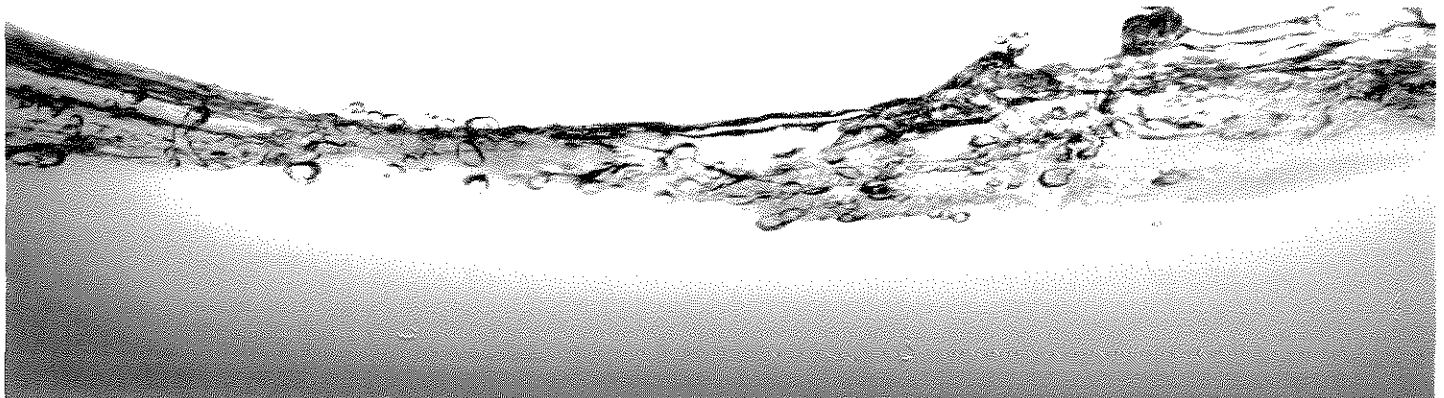
Customers are provided the ability to view the status of their account and remaining balances through United's Sewerbill.com website.

Customers will be able to understand why their sewer bill is separate from existing water bills and reference documentation from your utility. Our service integrates with your existing A/R management system within hours of engagement with our service. Once United's systems are connected, we will become a true extension of your operation.

- Same Day Service
- Letter Notices
- Online Bill Pay
- IVR/Phone Bill Pay
- Visa, MC, Discover, PayPal

- Low Up-Front Cost
- Calls In Your Name
- We Transfer Calls
- All Calls Are Recorded
- Update Account Information
- Quick Reimbursements
- Payment Arrangement Plans
- Locate Lost Customers
- Customer Friendly Negotiations
- National Coverage

UNITED™ Sewer Bill



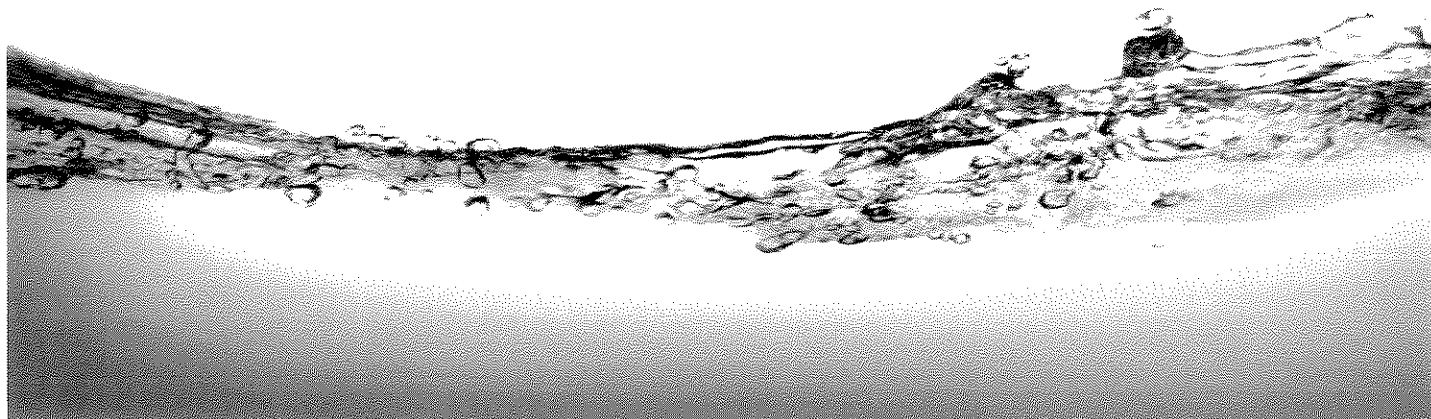
CUSTOMERS MANAGE THEIR SEWERBILL™ WITH EASE

CONSUMERS CAN LOGIN TO VERIFY THE STATUS OF THEIR ACCOUNT ON YOUR BRANDED DOMAIN OR ON SEWERBILL.COM - YOU CHOOSE.



CONVENIENCE GETS BILLS PAID FASTER

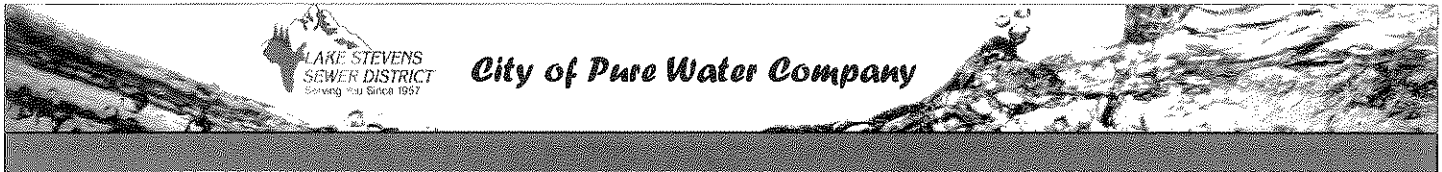
United's technology provides convenient options for your consumers to pay bills online or by phone and is simplifying the revenue collection process. United sends notices by mail which direct your consumers to an easy to use, branded, Online Communication Center to review bills, make payments, see notifications and search FAQ's.



ONCE YOUR CUSTOMERS LOGIN, WE PROVIDE EVERYTHING THEY NEED TO MANAGE AND PAY THEIR ACCOUNTS ONLINE.

EDUCATING WATER ACCOUNTS HOW THEIR SEWER BILL IS DIFFERENT AND IMPORTANT

Custom Branded Web Payment Portal



Secure Login

Login

Password

Login

I Forgot My Password

New User? Register Now

Welcome to WebView®

WebView offers you a safe, easy and free way to access your account and pay your bill online. If you are a new user, please use the enrollment number on your most recent statement to [register](#)

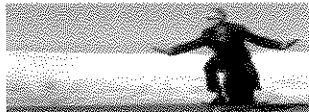
Account Login

Quick Payment

Helpful Resources

Want to pay without Enrolling?
One-Time Payment

Information and FAQs



Enrolling

Why Enroll?

What do I need to Enroll?



Benefits

View your statements online

Fast, Easy, Free

Email notifications

Online Payments



FAQs

What is WebView®

How does WebView® work

What payment methods are accepted?

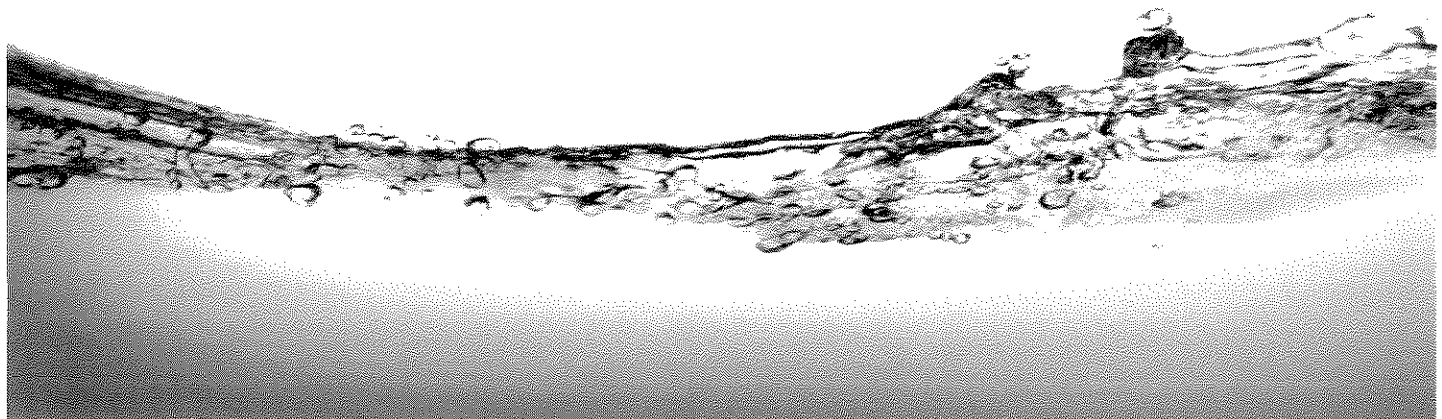


Security

Online Security Information

Is my account information safe?

Privacy Policy



ONCE YOUR CUSTOMERS LOGIN, WE PROVIDE EVERYTHING THEY NEED TO MANAGE AND PAY THEIR ACCOUNTS ONLINE.

EDUCATING WATER ACCOUNTS HOW THEIR SEWER BILL IS DIFFERENT AND IMPORTANT

Multiple Payment Options, Historical Statements, Paperless Bill Presentment and The Ability to Contact us 24/7.



Documents Welcome, Mary Sunshine

Your Total Bills = \$1,838.38

Statement Totals

Payment Options

Archived Statements

Pay Selected

View Selected

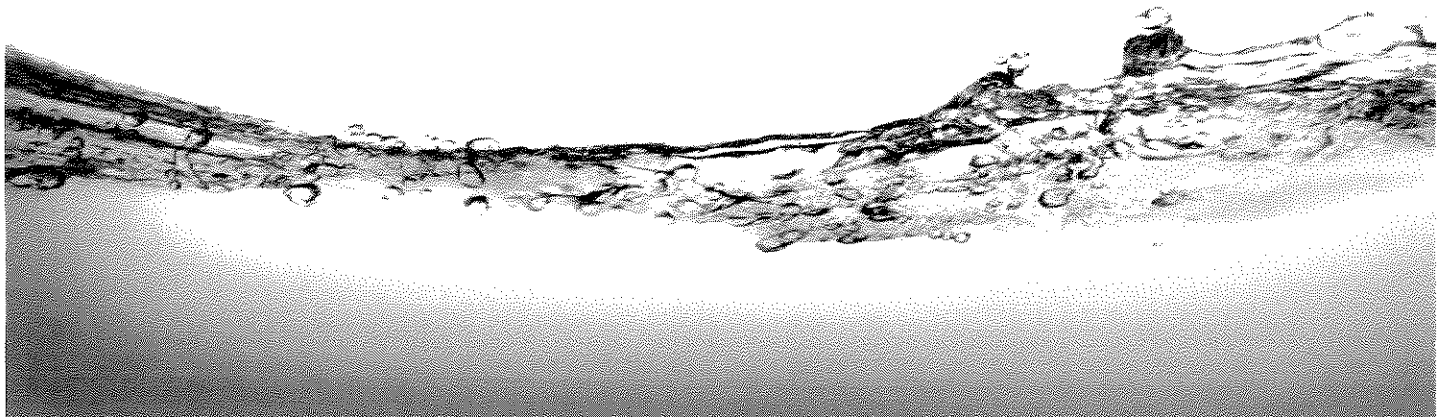
Archive Selected

List Archived Documents

Group by Type / None

Documents

<input type="checkbox"/>	View	Attach	Pay	Account No.	Invoice No.	Total Due	Type
<input type="checkbox"/>				4162272	19116700	\$465.43	Bills
<input type="checkbox"/>				3224984	40268376	\$621.31	Past Due Notices
<input type="checkbox"/>				2802088	39633034	\$751.64	Letters



Consumers Can View and Understand Statements Online


Consumers Can Access All Documents: Statements, Dates of Service, Services and Payments Applied

Statement

Dates of Service or Month

Applied Payments

Services Descriptions



United Sewer Billing
10075 W Colfax Ave
Lakewood, CO 80215

DATE OF BILL	ACCOUNT NUMBER	AMOUNT DUE
09/01/2011	12345-123	\$240.59
DUE UPON RECEIPT	AMOUNT PAID	\$

Billing Questions Call 800-441-7364

John Doe
123 Main St
San Tan Valley, AZ 85140

United Sewer Billing
10075 W Colfax Ave
Lakewood, CO 80215

Please detach and return top portion with payment.

STATEMENT

Customer Account Information

Account Number: 12345-123
Service Address: 123 Main St
Date of Bill: 09/01/2011

Billing Period Meter Information

Meter:
Current Read Date: 08/02/2011
Previous Read Date: 07/01/2011
of Meter Read Days: 32
Current Reading: 285,200
Previous Reading: 260,700
Metered Consumption: 24,500
Meter Number: 09605468

Billing Summary

Balance from last bill: \$199.52
Payments as of 09/01/2011: \$86.70
Total Prior Balance: \$112.82

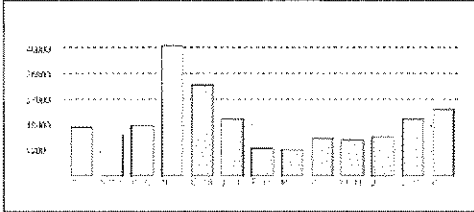
Basic Service: \$27.50
Water Consumption Charge: \$69.42
Superfund Tax: \$0.16
Sales Tax - County: \$1.17
Sales Tax - State: \$7.83
Late Fee: \$1.59

Total Amount Due: \$240.59

PAYMENT DUE DUE UPON RECEIPT

Water Usage Comparison

Monthly Usage in gallons



Important Message

PAST DUE NOTICE - WATER SERVICE SUBJECT TO TERMINATION

This account is past due and may be terminated for nonpayment under A.C.C. Rule R14-2-409 unless it is brought current on or before 10 days from the Date of Bill. You may dispute the termination by contacting our office at (602) 840-0400 before the termination date and providing us the basis for any dispute. Please take immediate action to avoid termination of service.

PCI Compliant Payment Portal

Consumers Can Verify Information, Schedule a Single Payment, Receive an Email Receipt, Set Up Auto Pay or Multiple Payments

New Payment -Welcome, Mary Sunshine

Make a payment. Fast, Easy, and Secure.

Fill out the information below to submit a payment. You will receive a real-time response with a confirmation number after you submit your payment. All transactions are done over a secure, encrypted connection, so all your information is kept confidential and safe.

Save payment info to your profile: You can make payments faster by having your information saved in your profile.

Schedule as recurring payment: Schedule recurring payments so you don't miss a payment.

Documents

Use the checkboxes under the Payment column to select which items to pay.

Description	Amt Due	Amt Paid	Payment
Document 40095	\$827.21	←	<input checked="" type="checkbox"/>

Single Payment

Billing Information

First Name * Mary
 Last Name Sunshine
 Address 1 374 Aiyana Neck
 Address 2
 City Erdmanview
 State KS
 Postal Code 46288-2538

Email
 Enter email if email confirmation requested

Additional Information

Account Number 86386
 Invoice Number 5371574

Payment

Information must match exactly as it is on your Credit Card/Bank Account

Amount * 827.21
 Gateway * Main Gateway
 Method * Credit Card
 Card Type * VISA
 Card Number *
 Expiration * 1 2012
 CVV Number

Store payment profile

Schedule
 None

Submit

Statement Totals

PCI Compliant

Scheduled Payments

Payment Receipt



Payment Receipt -Welcome, Mary Sunshine

Your United Resources Sewage Payment Receipt

This is the receipt for your payment transaction. If you would like to print a copy for your records, you can [View the Printer Friendly Version](#)

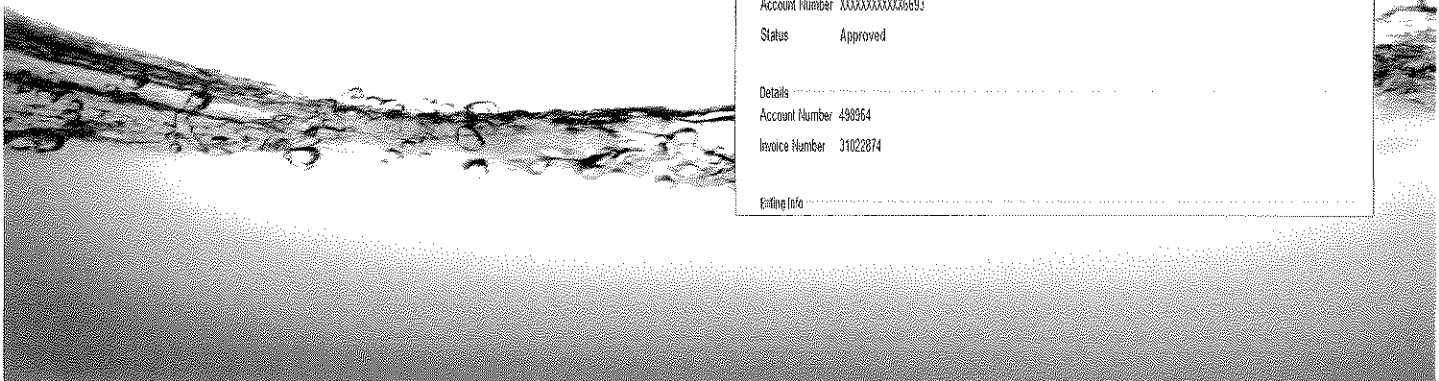
Payment Result

Name Kiara Kang
 Amount \$151.02
 Confirmation # 8300964450
 Date 10/26/2011 10:24 AM
 Account Type discover
 Account Number XXXXXXXXXX36693
 Status Approved

Details

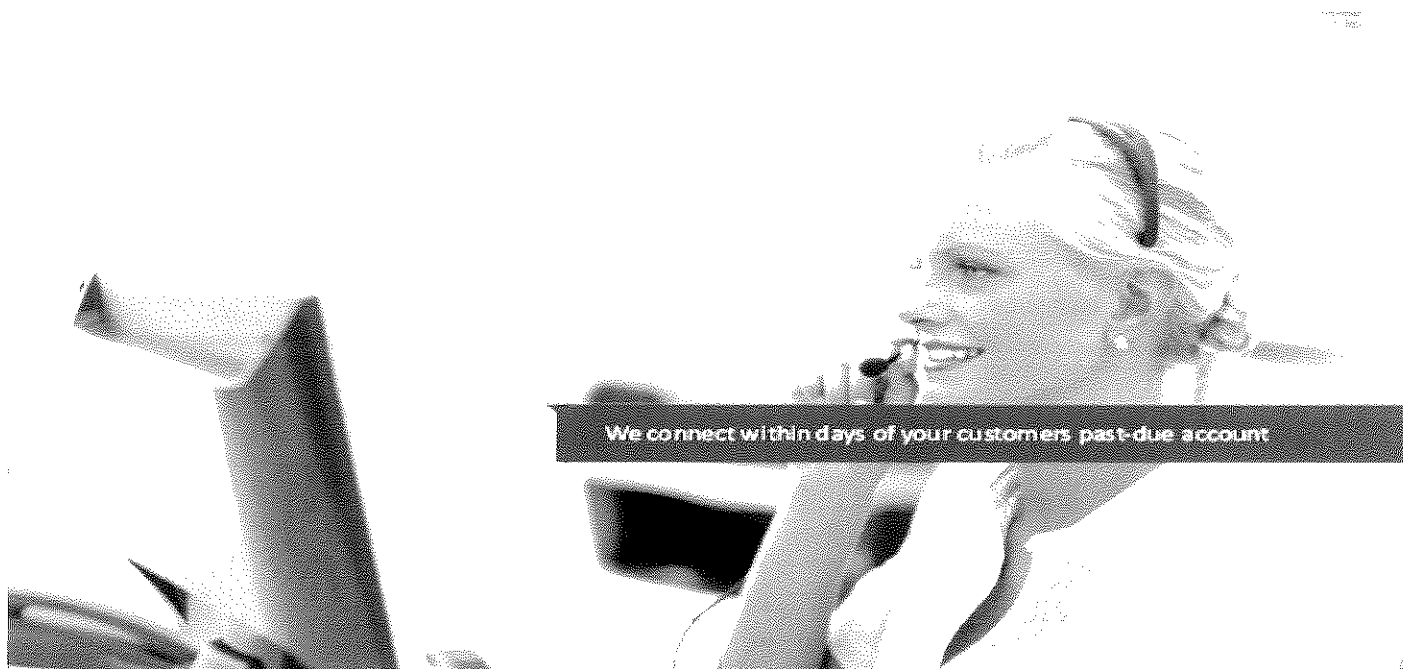
Account Number 498964
 Invoice Number 31022874

Ending Info



WE MAKE FRIENDLY FOLLOW-UP CALLS TO ENSURE CUSTOMERS ARE AWARE THAT THEIR BILL IS AVAILABLE AND DUE TO BE PAID

EARLY STAGE FOLLOW-UP AND BILL COLLECTION



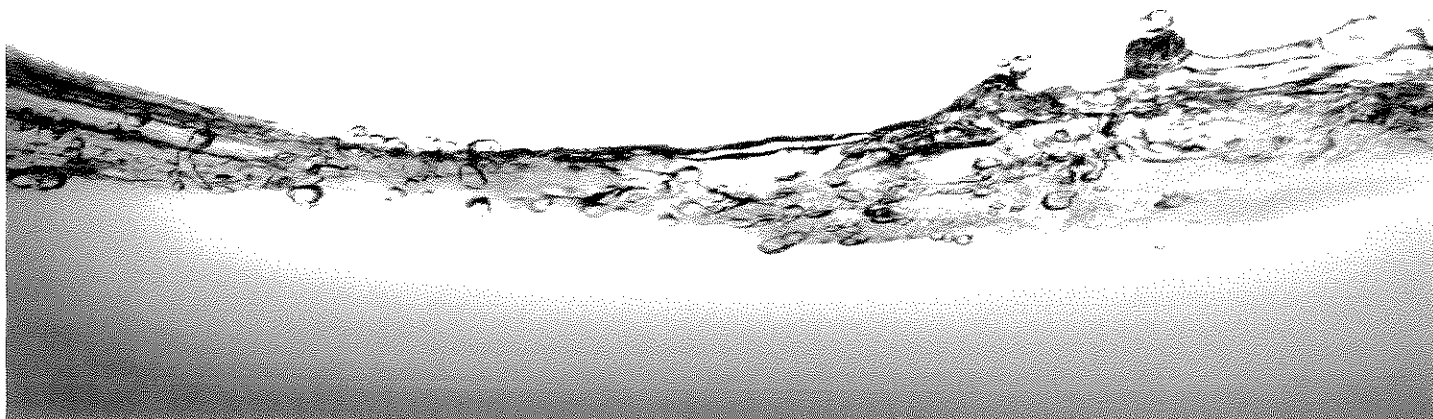
We connect within days of your customers past-due account

United Resource Systems has developed a comprehensive yet completely customizable friendly billing reminder call service. In the event that your customers are 15 days past-due on their sewage bill, United will call and collect payment by phone.

FOLLOW-UP CALL SERVICE

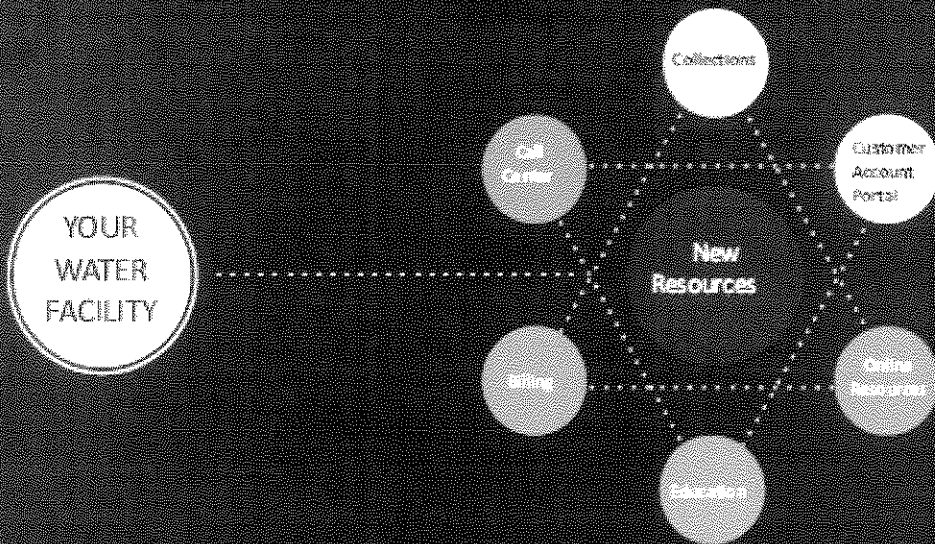
- Low Up-Front Cost
- Calls In Your Name
- Transfer Calls
- All Calls Are Recorded
- Update Account Information
- Quick Reimbursements
- Payment Arrangement Plans
- Locate Lost Customers
- Customer Friendly Negotiations
- National Coverage

UNITED™ | Sewer
Bill



WHAT MAKES US UNITED

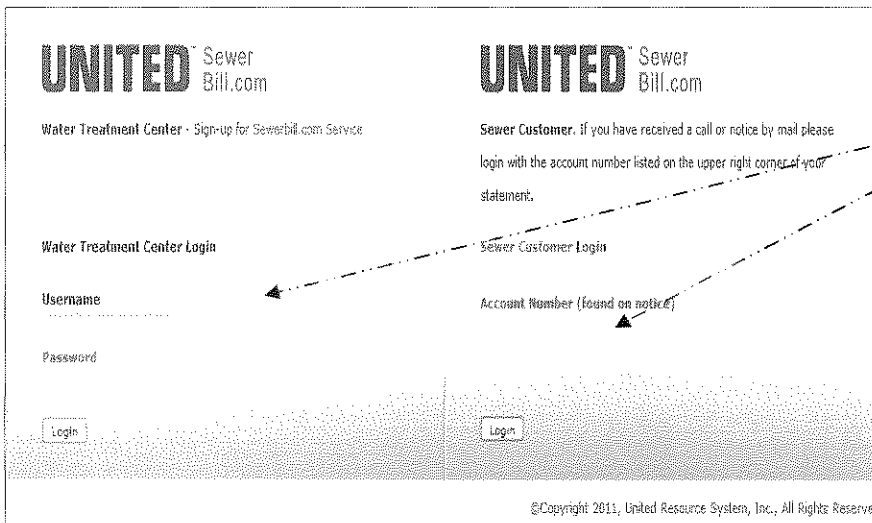
Imagine adding online technology along with a staff of trained billing and revenue management professionals overnight. At United, we work as a team to resolve your accounts. You will have the ability to manage everything through our custom online system. View the status of your customers' accounts through a completely transparent system. We have invested heavily in technology and the companies that use United as an outsourced partner for Account Receivable and Debt Recovery get a true extension of their operations. We provide you the control and resources that will significantly increase revenue and customer satisfaction while reducing your operational costs.



Every United Client Has Access To Their Administrator Portal

Clients Can Log In To See Reports, Consumer Information, Documents, Payments, Help Consumers Make Payments and Help Customers With Their Accounts

You Are NEVER Out Of The Loop With United



Help
Customers
with Their
Accounts.....
or Refer Them
Back to Us!

Login to Review:

View Reports

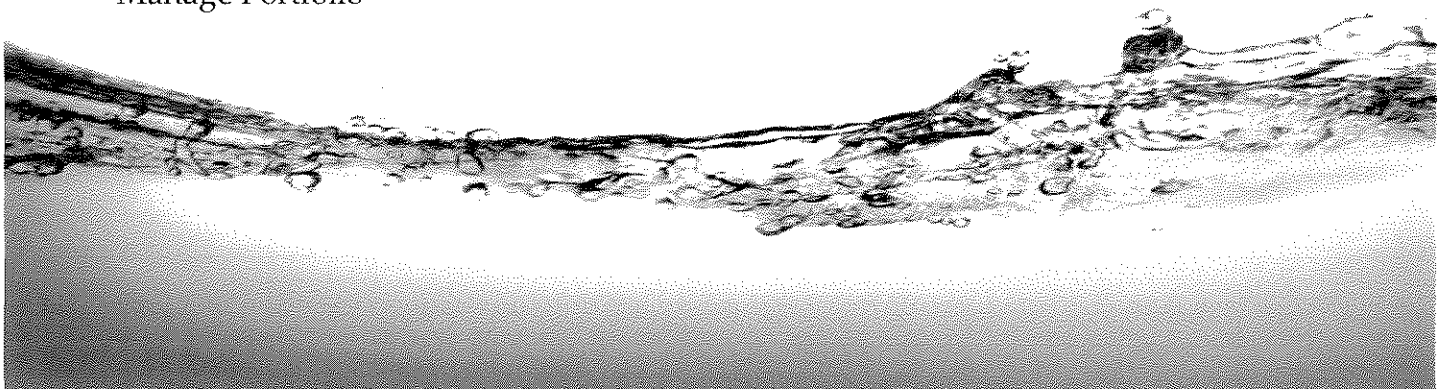
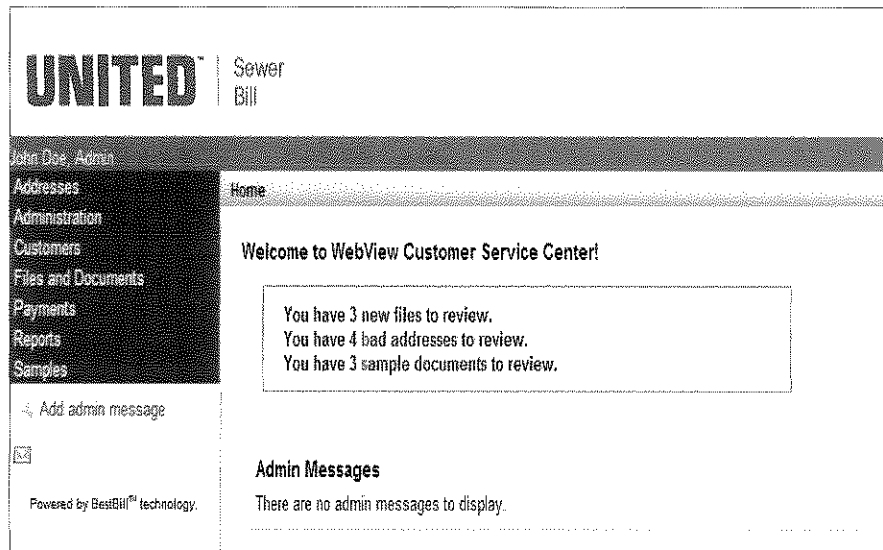
Upload Files

See Payments

Update Users

See Address
Changes

Manage Portfolio



Every United Client Has Access To Their Administrator Portal

Clients Can Log In To See Reports, Consumers Information, Documents, Payments, Help Consumers Make Payments and Help Customers With Their Accounts

You Are NEVER Out Of The Loop

Administrators May;

- See Payment History
- Schedule Payments
- Document Auto Payments
- See Future Payments
- Download Reports



Sewer Bill

John Doe, Admin

Addresses Administration Customers Files and Documents Payments Reports Samples

Payment History Scheduled Payments Document Auto Payments Payment Notifications Make Payment

Scheduled Payments

Active	Start Date
<input type="checkbox"/>	

Find a schedule
Tomorrow's payments
Upcoming payments
New Customer Schedules
New Admin Schedules
Download as CSV

Contact BestBill

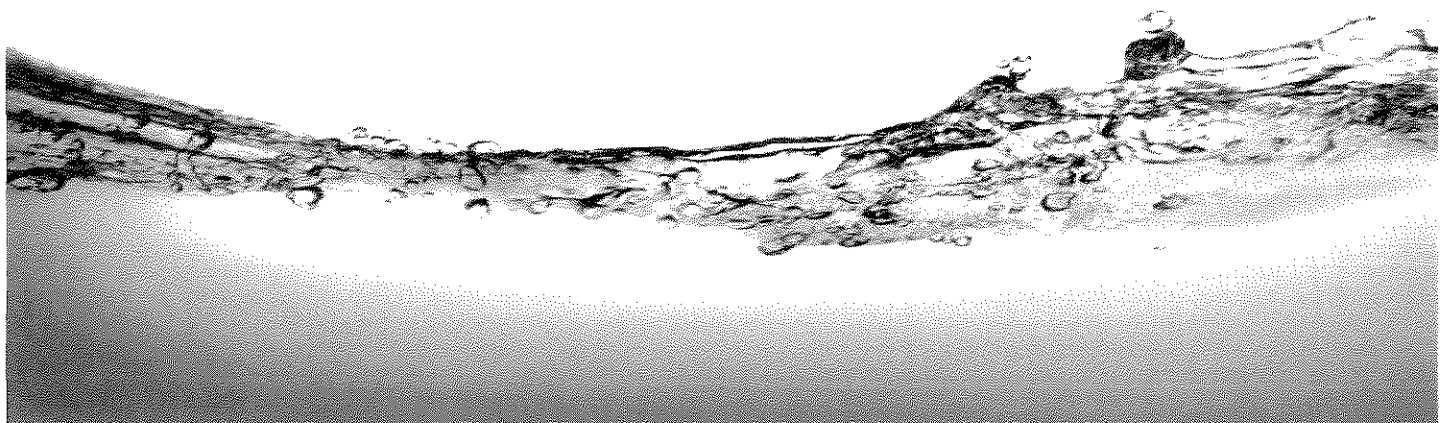
Powered by BestBill™ technology.



Sewer Bill

WebView® Customer Service Center

John Doe, Admin									
Customers									
	Name	Login	E-mail	Phone	Expires*	Last Login	Paper		
	Misty Grant	grant_misty	misty.grant@connelly.net	417.954.3066 x1079	2011-10-30 04:48:45 AM	2011-10-31 04:49:45 AM	True		
	Ashlynn Ortiz	ortiz_ashlynn	ashlynn.ortiz@rickens.info	(312)654-0265 x60044	2011-10-30 05:28:01 AM	2011-10-31 05:28:01 AM	True		
	Dr. Bailey Wilms	dr.wilms.bailey	bailey_wilms_dr@kospdeckow.net	1-381-902-0146	2011-10-30 09:11:30 AM	2011-10-31 09:11:30 AM	True		
	Olen Ortiz	olen.ortiz	olen.ortiz@dare.info	1-712-371-1620	2011-10-30 09:14:10 PM	2011-10-31 08:14:10 PM	True		
	Nyasia Kutch	nyasia.kutch	nyasia_kutch@predovic.com	767-919-2015 x352	2011-10-31 09:45:22 AM	2011-11-01 09:45:22 AM	True		
	Kacie Kuhn	kacie.kuhn	kacie_kuhn@murray.info	762.696.7871	2011-10-31 10:13:11 AM	2011-11-01 10:13:11 AM	True		
	Karli Nikolaus	nikolaus.karli	nikolaus_karli@langhoeger.net	181.122.2406 x970	2011-10-31 04:06:07 PM	2011-11-01 04:06:07 PM	True		
	Alec Emmerich	emmerich.alec	emmerich_alec@tremblaybuckridge.org	1-908-246-9997 x3884	2011-11-01 02:57:01 AM	2011-11-02 02:57:01 AM	True		
	Dr. Watson Gorczany	watson.dr.gorczyany	dr.gorczyany.watson@rempel.org	491-985-7436	2011-11-01 06:01:51 AM	2011-11-02 06:01:51 AM	True		
	Alf Mertz	mertz.alf	alf_mertz@wilderman.com	1-412-211-3602	2011-11-02 03:56:31 AM	2011-11-03 03:56:31 AM	True		
	Dudley Haley	dudley.haley	haley.dudley@tangosh.net	1-673-581-8147	2011-11-03 04:37:24 AM	2011-11-04 04:37:24 AM	True		
	Alec Kub	ikub_alec	ikub_alec@schmellerschmidt.net	840-778-1383	2011-11-03 01:03:04 PM	2011-11-04 01:03:04 PM	True		
	Mary Sunshine	mary.sunshine	sunshine_mary@graham.biz	847.852.3809	2011-11-04 09:09:49 PM	2011-11-18 11:15:33 AM	True		
	Karina Waters DDS	karina.dts.waters	waters.dts.karina@casperlynych.org	1-723-961-2496	2011-11-06 05:22:50 AM	2011-11-06 05:22:50 AM	True		
	Georgiana Macejkovic	macejkovic.georgiana	macejkovic.georgiana@bins.info	1-954-461-5678 x779	2011-11-06 07:29:39 PM	2011-11-06 07:29:39 PM	True		
	Nova Lockman	nova.lockman	nova.lockman@kiehn.name	339.799.2367	2011-11-06 10:44:55 PM	2011-11-07 10:44:55 PM	True		
	Ossett Kunda	ossett.kunda	ossett.kunda@delichon.com	(800)431.0167	2011-11-06 10:56:53 PM	2011-11-07 10:56:53 PM	True		





Why Choose A United Division For All Your Billing & Servicing Needs? We Do It All!

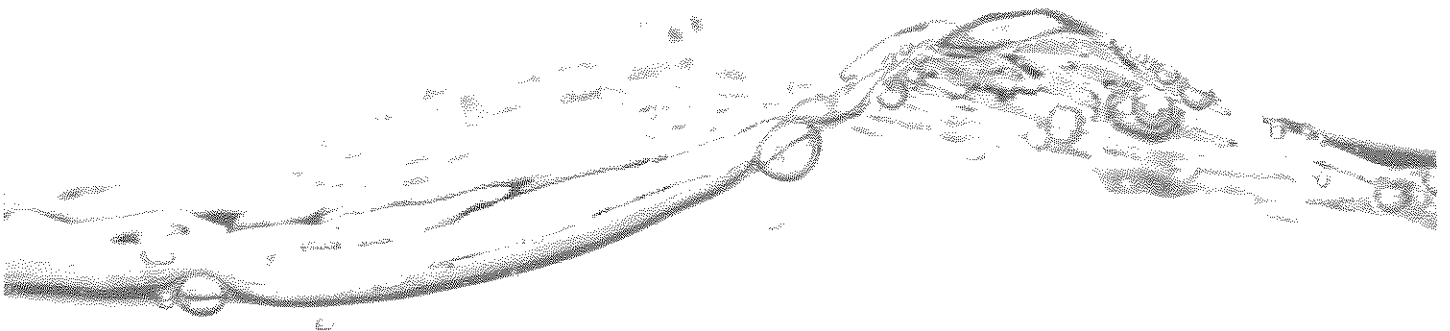
When Considering an Organization to Fulfill Your Needs, Make Sure Your Provider Can Support The Following Services;

- Consumer Statements
- Customer Service Representatives
- Consumer Payment Portal
- Reminder Call Services
- Stored Consumer Documents
- Paperless Statements
- Merchant Account Services (ACH, Debit & Credit Card)
- Client Administration Portal
- Pre-Collect Services
- Collection Services
- Legal Services
- Aggressive Pricing

The Advantage Of United Billing Services;

- Utilize Only The Services You Need **WITHOUT** Paying For All Of Them!
 - We Are United, A Full Service Billing And Collections Company! Call Us And Let Us Present A Personal Proposal For Just **YOUR** Needs!
- 

UNITED Sewer
Bill



Thank you for considering UNITED, and SewerBill.com

• Go to SewerBill.com and Sign-up to Get Started

ADDRESS
10075 W. Colfax Ave. Lakewood, CO 80215

PHONE
800.547.9052

FAX
303.205.0153

WEB
www.sewerbill.com

AFFIDAVIT

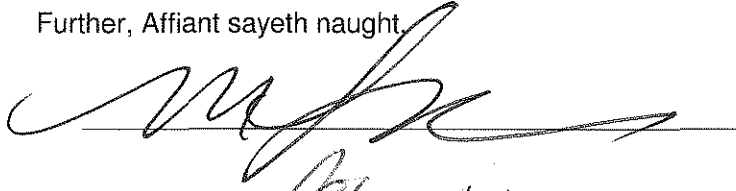
Comes the Affiant, Michael LAMMERS, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Michael LAMMERS and he/she is the individual submitting the proposal or is the authorized representative of UNITED RESOURCE SYSTEMS, INC DBA UNITED BILLING SERVICES, the entity submitting the proposal (hereinafter referred to as "Proposer").
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.

Further, Affiant sayeth naught



STATE OF Colorado

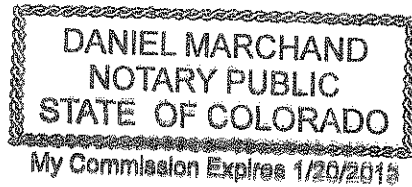
COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to and acknowledged before me by Daniel Marchand on this the 7th day of December, 2011.

My Commission expires: _____



NOTARY PUBLIC, STATE AT LARGE



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:

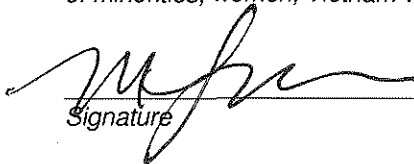
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

UNITED RESOURCE SYSTEMS

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: UNITED RESOURCE SYSTEMS, INC

Date: 12 / 07 / 2011

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	7	1	3		1				2	1	6
Professionals	28	8		1	9	2	3	3	2	14	14
Superintendents	N/A										
Supervisors	5	2		1			1		1	3	2
Foremen	N/A										
Technicians	N/A										
Protective Service	N/A										
Para-Professionals	1	1								1	
Office/Clerical	4	1	2	1						2	2
Skilled Craft	N/A										
Service/Maintenance											
Total:	45	13	5	3	10	2	4	3	5	20	24

Prepared by: Michael LAMMERS VP OPERATIONS
Name & Title

Firm Submitting Proposal: UNITED RESOURCE SYSTEMS

Complete Address: 10075 W. COIFAX AVE LAKEWOOD, CO
Street City Zip 80215

Contact Name: Michael LAMMERS Title: VP OPERATIONS

Telephone Number: 303.205.0152 Fax Number: 303.205.0153

Email address: mlammers@uniteability.com

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, safety 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.

 12/7/2011 VP operations
Signature Date