

**Vertex Business Services**  
250 E. Arapaho Rd. Ste 100  
Richardson, TX 75081



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# Response to Lexington-Fayette Urban County Government

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Billing Services

Request for Proposal

#40-2011

Billing & Collection Services – Sewer, Landfill & Water

November 10, 2011

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As the Vendor Response Instructions in the RFP state ("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."). Our response assumes that once selected as the Vendor with the highest evaluated response, the parties will meet, negotiate in good faith and reach agreement on a mutually beneficial contract governing the provision of the solicited services.

December 8, 2011

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

Re: Vertex RFP Response Transmittal Letter

Dear Mr. Slatin:

Pursuant to the requirements of the RFP Vendor Response Instructions, Vertex stipulates as follows:

1. I am Managing Director of North America and I have authority to commit Vertex to this response.
2. We agree to the scope, terms and conditions of the RFP modified only as is described in our response. We assume, as the Vendor Response Instructions in the RFP state that once selected as the Vendor with the highest evaluated response, the parties will meet, negotiate in good faith and reach agreement on a mutually beneficial contract governing the provision of the solicited services.
3. Richard Henderson, Commercial Manager, North America is our Authorized Negotiator and will lead our negotiation team.
4. We will negotiate ownership of proposed deliverables as part of our negotiation of an overall services agreement.
5. The total fixed price of our offer is: \$-----.00
6. Our offer is firm for 90 days from opening and is contingent only as described in this transmittal letter and our RFP response.
7. Although we were unable to identify subcontracting opportunities for the services solicited prior to the due date for our response, Vertex, If selected as the service provider, will make good faith efforts to achieve the 10% MBE and WBE participation goals.

We look forward to our selection as your services partner and to working with the Lexington-Fayette Urban County Government. Please let me know if you have questions.

Sincerely,



Dan Sullivan,  
Managing Director, North America  
Vertex Business Services  
CC Richard Henderson, Ron Rendiero, John Forshaw

## Executive Summary

Insert a brief overview of your services here. Describe the advantages of your services in business terms.

On behalf of Vertex Business Services I want to express our appreciation to the Lexington-Fayette Urban County Government (LFUCG) for the opportunity to participate and respond to your RFP #40-2011 for Billing & Collection Services – Sewer, Landfill & Water Quality Fees. Vertex has the deep utility industry knowledge, extensive customer care and billing experience, and world class delivery capabilities necessary to provide all the requested services outlined within the RFP. We believe we strike the optimal balance between cost, functionality, speed, and the ability to deliver consistent service levels.

Today's environment continues to be challenging to your residents, taxpayers, and to you as the organization that is entrusted to support them. Regardless of the upcoming change in providers for the services called for within this RFP, the goal remains the same: Deliver and facilitate a reliable and accurate billing and collections services environment that is consistent with the fiscal and operational goals of LFUCG while reducing the associated risks.

We realize that this project represents multiple changes and risks now that the taxpayers will begin to receive multiple bills. Choosing the right provider in such challenging economic times is always a difficult choice, however, given the challenges LFUCG faces today, this choice is even more critical in terms of reducing the overall Risks, possible public perception associated to the upcoming billing change, and actual transition. Choosing the right provider will set the right tone and instill the confidence needed in crucial projects like this.

By choosing Vertex and our experience in having worked with similar clients in similar situations, and with Vertex's special industry domain expertise due to our being the eCIS platform owner (the same system that American Water uses), LFUCG will be choosing not just any service provider but a firm that will manage the risk best and have the highest odds of success. The Vertex response highlights a few common and recurring success themes in addressing your requirements. They are:

1. Proven Experience. Vertex is the acknowledged leader and our experience with eCIS, and Billing and Collections services are unparalleled.
2. We have the best team of industry leading experts familiar with the current Billing & Collection system (assemble the "A" team)
3. Foster an environment of Teamwork and Collaboration (LFUCG & Vertex) to achieve the aggressive timeframes called for within the RFP
4. Focus on Operational Excellence and Achieve the short term Project Goals while establishing a service platform capable of long term sustainability
5. Enable an environment that supports personal creativity and innovation of the blended

**Our Goal is building a Great American City. With this financial plan, we're doing it!**

**Jim Gray**  
Mayor  
**Lexington-Fayette Urban County**  
**Government (LFUCG)**

LFUCG/Vertex team

6. Deliver the new Billing system in a fiscally responsible manner
7. We are proposing home workers based in the Lexington-Fayetteville area for the call center roles backed by our extensive call center operations, management, and technologies.

We believe that we are uniquely qualified to deliver on these critical success factors. Vertex has been delivering customer care and billing services in the utility industry for many years across all utility services, including waste water. We have intimate knowledge of the American Water billing system that will enable us to quickly configure the new billing system for LFUCG. We deliver hosted customer care and billing systems that result in affordable solutions.

By selecting Vertex, you will be creating jobs in the Lexington-Fayetteville community through our proposed use of home workers for the call center agents. Even though our standard Billing and Collections services are already in place and fully staffed, through the hiring of the home workers we will act in good faith to hire minority workers if they meet our agent qualifications. Additionally, we intend to use our Wounded Warrior program to hire some armed service veterans who have been wounded in the service of their country to be home agents. They too must meet our high standards for call center agents.

Because of the long-term nature of the services we provide, it is important to us that we establish a good cultural fit with our clients. To achieve that cultural fit our business style is very collaborative with to make sure we have a positive working relationship. Our philosophy can be summed up by trying to take a “same side of the desk” perspective in delivering the business for you. Your customers are our customers!

Because LFUCG couldn't provide all the volume information for the Billing and Collection services to help estimate the resources or pricing for the bid, Vertex used its extensive experience in delivering those services for other clients and used that operational knowledge to develop a solution that we feel will meet LFUCG's business requirements.

We are confident we can meet LFUCG's timelines but we need a decision or affirmative response as quickly as possible in December, even without contracts in place, to launch our project resources. Our delivery schedule is set for three months so LFUCG has complete visibility on the impact of their decision timing on meeting the deadlines. We are willing to work under a Letter of Intent to begin the work to meet the aggressive timeline while completing contracts and statements of work. Vertex is committed to LFUCG's short-term needs and long-term success.

As you review this information, do not hesitate to contact either myself or Mike Ryan with any questions or comments. On behalf of Mike, myself, and the entire Vertex team, we stand ready to assist you in reviewing this information and are committed to helping you better understand the true merits behind why Vertex is the best qualified firm and your Ally in delivering Customer Care and Billing Services to the Lexington-Fayette Urban County Government.

**Vertex Commitment**

*“We will do what it takes to make sure LFUCG succeeds in this initiative today, tomorrow and beyond. We stand behind the principles for success – commitment to the relationship, Customer Satisfaction, operational effectiveness, innovation and constant improvement. We are fully committed to the success of this project”.*

**Mike Ryan**

**Vertex EVP & Executive Sponsor**

Regards,

Ron Rendeiro  
VP, Sales & Business Development – East  
Vertex Business Services  
201-746-0284  
ron.rendeiro@vertexgroup.com

  
ron.rendeiro@vertexgroup.com

## 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"> <li>• KAWC will provide 12 months of data as a starting point</li> <li>• 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.</li> <li>• Vendors should explain any limitations associated with this requirement</li> </ul>	2	S
<p>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.</p>	2	H
<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"> <li>• This is currently a 9-digit code called a premise number.</li> <li>• This will be important to link adjustments that come in from the three sources to the appropriate customer account.</li> </ul>	2	H
<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>	2	H
<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>	2	H
<p>Requirement 1.6: The ability to provide a secure environment to store the customer database.</p>	2	S

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	S
Requirement 2.2: The ability to easily change the rate charged for each fee	2	H
Requirement 2.3: The ability to generate an easy to read, informative bill that contains at minimum, the information in Attachment 3	2	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"> <li>• Regular billing cycle process of daily or weekly per data availability from KAWC</li> </ul>	2	M
Requirement 2.5: The ability to add notes to bills for the purpose of informing customers	2	M
Requirement 2.6: The ability to include multiple accounts on one bill <ul style="list-style-type: none"> <li>• See the example in Attachment 4</li> </ul>	2	M
Requirement 2.7: The ability to add the LFUCG seal to the bill	2	M
Requirement 2.8: The ability to accommodate LFUCG edits to the bill design prior to implementation	2	M
Requirement 2.9: The ability to receive and apply adjustments to bills <ul style="list-style-type: none"> <li>• LFUCG will send adjustments to all three fees on a daily, weekly or monthly basis</li> </ul>	2	H
Requirement 2.10: The ability for the vendor to accommodate the LFUCG timeline for implementing the billing system <ul style="list-style-type: none"> <li>• Billing to begin on 4/1/2012</li> <li>• Vendor may submit an alternate date and provide rationale for alternative</li> </ul>	2	H

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 3.1: The ability to receive and post payments to customer accounts on a daily basis	2	H
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.	2	H
Requirement 3.3: The ability to generate and mail a second notice for unpaid accounts <ul style="list-style-type: none"> <li>• Vendor to suggest best practices for this process</li> <li>• Include shut-off process for delinquent customer accounts</li> </ul>	2	H
Requirement 3.4: The ability to receive customer payments via multiple methods <ul style="list-style-type: none"> <li>• Credit Card, EFT, Phone, Mail, Cash, Internet</li> <li>• Vendor should specify methods and best practices around payment methods</li> </ul>	2 Base supported solutions include Mail, Cash, EFT Optional additional methods include Credit Card, Phone, Internet	H
Requirement 3.5: The ability to apply partial payments in a specific order <ul style="list-style-type: none"> <li>• 1<sup>st</sup> WQMF, 2<sup>nd</sup> Landfill, 3<sup>rd</sup> Sewer</li> </ul>	2	S
Requirement 3.6: The ability to provide customer service to LFUCG user fee customers <ul style="list-style-type: none"> <li>• To answer questions about the bill</li> <li>• To arrange payment</li> </ul>	2	M
Requirement 3.8: The ability to receive and apply adjustments to bills <ul style="list-style-type: none"> <li>• Each area will send adjustments on a daily, weekly or monthly basis</li> </ul>	2	H

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 4.1: The ability to provide LFUCG access to the vendor's billing data <ul style="list-style-type: none"> <li>• For operational purposes</li> <li>• Possibly provide a snapshot of the activity at a specified time to allow LFUCG to conduct analysis</li> </ul>	2 Access available based on user authorization and security settings	S
Requirement 4.2: The ability to provide a unified bill history allowing all three fees' history to be viewed together	2	H
Requirement 4.3: The ability to allow LFUCG the ability to export data fields for download <ul style="list-style-type: none"> <li>• For authorized LFUCG users</li> </ul>	2	H
Requirement 4.4: The ability to provide a detailed aging report to LFUCG in an electronic format <ul style="list-style-type: none"> <li>• Formatted to allow sorting capabilities</li> </ul>	2	H
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"> <li>• To be used in a business process by LFUCG</li> </ul>	2	H
Requirement 4.6: The ability to report on the number of customers that are classified as residential, commercial, industrial or OPA	2	H
Requirement 4.7: The ability for LFUCG to add notes to the bill history <ul style="list-style-type: none"> <li>• To be used when reviewing an account</li> </ul>	2	M
Requirement 4.8: The ability for LFUCG to create their own reports from the views/access they will be allowed	2 Reporting access available based on user authorization and security settings	H

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 4.9: The ability for the vendor to provide standard reports <ul style="list-style-type: none"><li>• Specific report samples will be provided to finalist vendors</li><li>• Vendor should supply price structure breakdown per number of reports provided</li></ul>	2	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
<b>Provide services to fulfill the business and technical requirements for a Billing Service</b>	Yes
<ul style="list-style-type: none"> <li>To manage this project as the prime contractor, if other firms are involved</li> </ul>	Yes
<ul style="list-style-type: none"> <li>To develop any customized components necessary to meet the requirements for which you’ve answered as such</li> </ul>	Yes
<ul style="list-style-type: none"> <li>To provide solution users, and systems administrators training in the area of report generation, using examples</li> </ul>	Yes
<ul style="list-style-type: none"> <li>To comply with all RFP response criteria</li> </ul>	Yes

## Vendor Business Profile & References

### Vendor Business Profile

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

- Company name, headquarters address, and local responsible office

Vertex Business Services LLC  
250 E. Arapaho Rd. Richardson, TX 75081

- Number of years in business

Vertex was formed in 1996 when two regulated utilities providing electricity, gas and water services were merged to create a multi-utility group in the UK. At that time, all customer services activities and various support functions including customer contact, billing and payment services, were transferred into a new company along with 2,500 staff. That new company was Vertex, and we have gone from strength to strength since then.

Our business has grown significantly over the years both in terms of size and diversity. Much of this growth has been organic but we have made several strategic acquisitions: 7C in 2003, which provided our Indian operation and some new clients, FRA in 2004 - a US Collections Business with public sector clients, and Marlborough Stirling in 2005 a financial services specialist company.

In March 2007, United Utilities sold Vertex to Vertex Group Limited, a consortium of investors comprised of Oak Hill Capital and GenNx 360.

In July 2008, Vertex bought Alliance Data's Utility Services business. Alliance Data's Utility Services provided billing systems, professional services and process outsourcing to utilities in the U.S. and Canada.

In 2010, our most recent strategic acquisitions include:

- Expansion of our Indian footprint by launching joint venture with domestic major Shell Transource, one of India's largest integrated domestic BPO.
- Improved global Customer Management Outsourcing reach by acquiring Australian provider, PCI

Today, Vertex is the leading meter-to-cash provider of managed services in the global marketplace. Within the Utilities Sector, Vertex leverages its utilities heritage with, and the knowledge gained from the many meter-to-cash experts that joined Vertex as part of our company. In North America, we are known as Vertex Business Services, and we have grown to become the market leader in Customer Management Services for Utilities. The North American Utilities team is now in excess of 3,000 employees spread over 18 centers of excellence and provides a broad portfolio of BPO and IT services and solutions to over 70 utility and retail energy clients that serve over 27 million consumers. Globally Vertex has over 15,000 employees and over 70 locations spanning North America, the United Kingdom and India that provide services to more than 200 clients worldwide.

- Number of years active in providing billing services

15 years

- Annual revenue

Last Year: \$197,000,000 USD

Prior Year: \$189,000,000 USD

- Business structure (e.g., C-Corp, S-Corp, LLC)

LLC

- Ownership (if publicly traded, include exchange and symbol)

Private – Investor Owned

- Total number of employees

The North American Utilities team is now in excess of 1,700 employees spread over 18 centers of excellence and provides a broad portfolio of BPO and IT services and solutions to over 70 utility and retail energy clients that serve over 27 million consumers. Globally Vertex has over 15,000 employees and over 70 locations spanning North America, the United Kingdom and India that provide services to more than 250 clients worldwide.

## North American Footprint 18 Centers of Excellence



\* 2 locations: Broadway St., Airport Rd.

- 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).

Utility Name	# of Customers	Contact Person/Phone
Truckee Meadows Water	95,000	Kim Mazeres (775) 834-8032
Metropolitan St. Louis Sewer District	475,000	Jan Zimmerman (314) 768-6299
DC Water	140,000	April Bingham (202) 354-3694
Louisville Water	275,000	David Vogel (502) 569-3680

- Resumes of specific Key Project Staff: (e.g., All Project Managers)

### Brian Ricker – Technical Lead

Brian Ricker is currently a Senior Software Engineering Manager for Vertex. He has fifteen years of development management experience working on CIS software products and implementations. Prior to developing software for utility clients, he worked over ten years in software development delivery services to outsourced clients in other industries. Brian holds a Bachelor degree from University of Washington

and a MBA from George Washington University.

**Cindy Warren – Senior CIS Consultant**

Cindy Warren, a Senior CIS Consultant, has been working with the CIS products at Vertex since 1994. During her tenure she has been responsible for support and implementations, gathering development requirements, internal and external training, migrations, and product analyst lead. Her current responsibilities include eCIS+ consultation, product direction, and presentations. Cindy holds a B.S. in Operations Management from Oregon State University.

**Grace Beaman – Project Manager**

Grace Beaman is currently serving as Project Manager for Custom Projects serving Vertex clients. She has fourteen years of business analyst and project management experience in the utility industry. Prior to Grace’s association with Vertex, she served as project manager, billing operations manager and call center manager in the gas and water utility industry. Grace currently holds her PMP Certification through the Project Management Institute.

**Karyn Lohmeyer – Project Manager**

Karyn Lohmeyer is a Project Manager for Vertex. She holds her PMP (Project Management Professional) certification and has over 10 years of managing software implementations for utility and telecom clients. Karyn has 20 years of project, account, and professional management experience across several software and outsourcing companies.

- Location(s) of Key Project and Support Staff

Key Project Support Staff specific to City of Lexington:	
Angie Keller Project Manager Location: Bend, Oregon	Loren Gutwein Client Manager Location: Scottsbluff, NE
Brian Ricker Technical Lead Location: Bend, Oregon	Kelly McKeone Technical Account Manager Location: Scottsbluff, NE
Karyn Lohmeyer Project Manager Location: Bend, Oregon	Brenda Bond Technical Account Manager Location: Scottsbluff, NE
Grace A. Beaman Project Manager Location: Bend, Oregon	Cindy Warren Senior CIS Consultant Location: Bend, Oregon

- List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).-

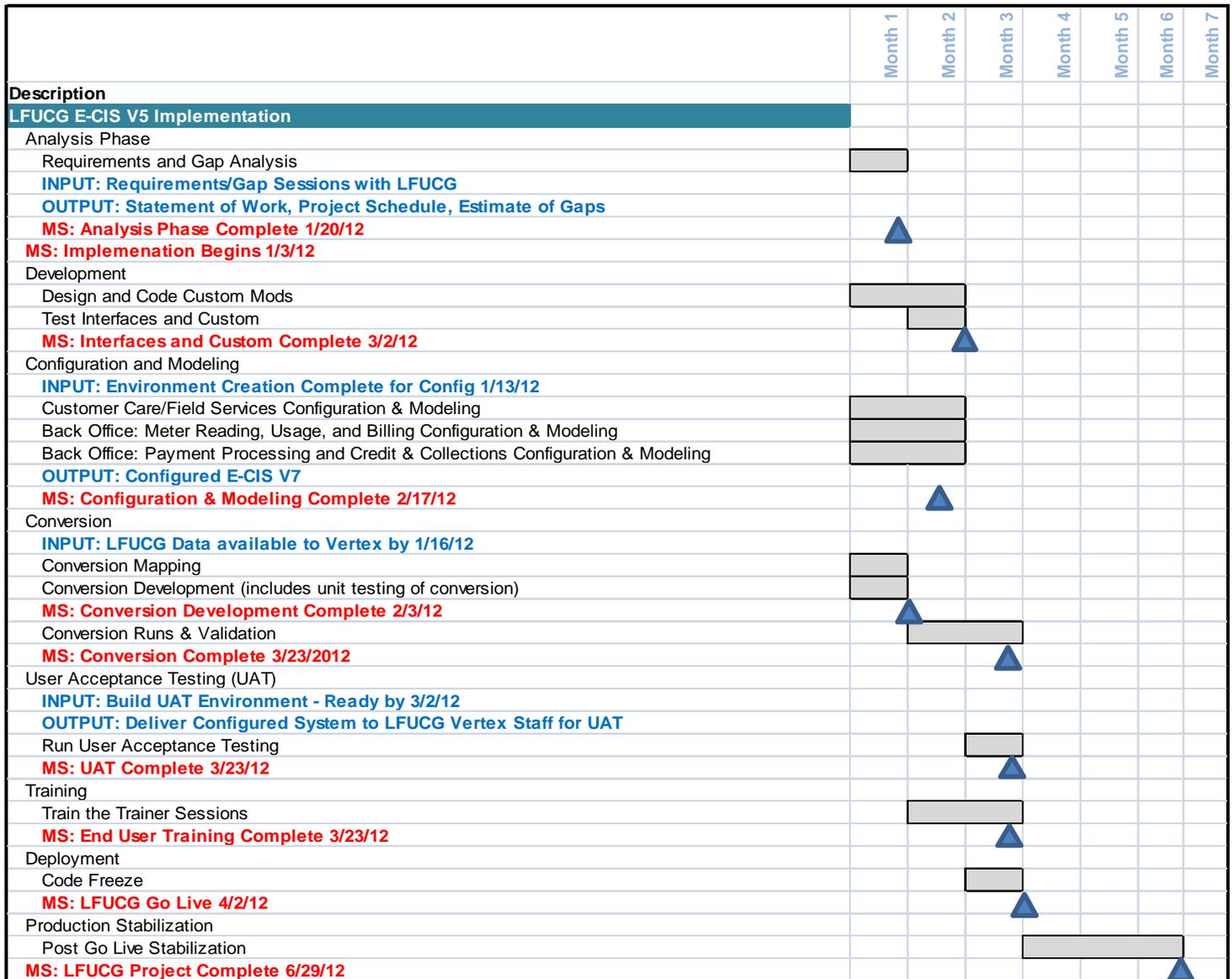
Contractors will be used as needed

- Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years

To the best of our knowledge and belief there is no outstanding and/or commenced litigation within the last five (5) years against Vertex Business Services LLC save for litigation in the ordinary course of its operation (such as employee claims). Vertex Business Services LLC does not believe that such legal action has a material effect on its financial standing or its ability to perform the services as detailed in this RFP.

## 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

Area	Assumption Description
Custom Development	Custom development is limited to: <ul style="list-style-type: none"> <li>• Fall Winter Average Calculation</li> <li>• Receiving, storing, and accessing Usage, Reading and Customer Transactions</li> </ul>
Custom Development	Development estimate and project schedule assumes leverage of previously developed <ul style="list-style-type: none"> <li>• Fall Winter Average Calculation</li> <li>• Usage, Reading, and Customer Transactions</li> </ul>
Implementation	Implementation estimate and project plan assumes access to LFUCG current code and control file configuration on KAWC system.
Custom Development	General Ledger and Accounts Payable refund updates will be performed manually
Implementation	Implementation estimate and project schedule does not include any effort for performance testing based upon expected volumes
Implementation	Implementation estimate and project schedule includes training of one LFUCG resource utilizing train the trainer model. Development of custom training material is not included in the estimate.
Migration	The migration estimate and project schedule includes conversion of Customer Master, Account Master, Premises Master, Service Master (Sewer), Fixed Charge Master (Landfill, WQFM), and Usage and Reading History
Migration	Migration estimate and project schedule does not include conversion of Billing History, Account Balances, Bad Debt Balances, Service Order History, or Current or Historical Collection activity
Back Office	Billing practices will remain consistent with current KAWC billing practices
Implementation	Implementation estimate and project schedule is based on a timeline tied to approval to begin. The completion date will move if the approval to begin moves.
Transition	Assumes City of Lexington resource SMEs will be available during transition as required

## 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.

The conversion process begins during the scoping phase of the implementation project. During the scoping phase Vertex Business Services will analyze the provided data in order to build migration load programs. These programs will be used to populate a like version of the E-CIS system including but not limited to the following tables:

- Customer Master
- Account Master
- Premises Master
- Service Master
- Fixed Charge Master
- Read and Usage History

The foundation and modeling phases are used to validate the data conversion requirements for the project. Any additional essential data elements will be identified and Vertex Business Services will work with the Client to obtain and convert the information into the E-CIS system. Testing begins after initial migrations are run into the modeling environments.

Multiple conversions with validations are run during the build phase to confirm all accounts and services are billing properly. Converted data is used during the final stages of project testing.

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

### E-CIS Reports

A/P Interface Report	City Sales Tax by County
Account Contract Master	Collection Batch Exception Detail Report
Account with Terms Report	Collection Batch Exception Summary
Accounts with Contract Balances by Account #	Collection Batch Late Charge Report
Accounts with Contract Balances by Code	Collection Special Handling Report
Accounts with Credit Balances Report	Collections Notice Report
Accts with Credit Balances Rpt	Commercial Taxable Accounts Report
Additional Usage Information - Report	Commercial Taxable Accounts Report
Additional Usage Information - Report	Common Interface File Exception Report
Aging Report	Contract Balances Listing by Account
Aging Summary Total Page	Contract Balances Listing by Fixed Charge Code
Allowable Installation Configuration File	Contract Batch List
Allowable Installation Exception Report	County Sales Tax by County
Bill Image (Plain Paper)	Create 95.01 style G/L interface file (cash)
Billing Exception Report	Create 95.01 style G/L interface file (sales)
Billing Exception Report - Agency Payments	Create Test Report
Billing Exception Report - Closed with Readings	Credit Balance Refund Print

Billing Exception Report - Group Bill Totals	Credit Refund Print
Billing Exception Report - High/Low Review	Customer Alpha List by Name
Billing Exception Rpt.-Zero Current Read/Estimate	Customer Alpha List by Service Address
Billing Report (Auto Write Offs)	Customer Alpha/Service Location Listings
Billing Report (Bad Debt Adjustments)	Deposit Detail History Report
Billing Statement	Deposit List
Budget Exception Report	Deposit Refund List
Budget List	Deposits by Account - Report
Calculate Customer Credit Ratings	Deposits by Deposit Code – Report
Capital Credit Balance Report	EFT Transfer Listing
CAPP Detail Report - Equipment	Energy Assistance Balances Listing by Account
CAPP Program Detail Summary	Fee Entry List
CAPP Special Pricing Report	File Dictionary Technical/Conversion Document
Cash Receipt Print	Fixed Charge Billed List by Account
Cash Receipt Print (Exception Report)	Fixed Charge Billed List by Charge Code
Cash Receipt Print (Narrow Printer)	Fixed Charge Billed List by Revenue Code
Charge Off List	Fixed Charge Unbilled List by Account
Check Endorsement	Fixed Charge Unbilled List by Revenue Code
CIS - Current Terms Account Report	Fixed Charges Billed (By Account)
CIS - Reminder Notice Print Program	Fixed Charges Billed (By Charge Code)
CIS - Trouble Card Print	Fixed Charges Billed (By Revenue Code)
City Sales Tax by City	Fixed Charges Unbilled (By Account)
Franchise Tax Exemption Report	Print Billing Post Report 1
G/L Interface Report	Print Billing Totals Report
G/L Interface Summary Report	Print Billing Totals Report (cancel/rebills)
G/L Validation Report	Print Billing Totals Report (contracts billed)
History Purge Batch Listing	Print Billing Totals Report (EFT billings)
History Purge Post Listing	Print Broken Payment Terms Report
Initial Dollars and Volume Billed Report	Print Cash Posting to Bad Debt Accounts
Installation Attribute Maint.	Print Cash Posting to Bad Debt Accts. by Agency
Instrument Transformer Configuration File	Print Cash Receipts Edit
Ledger Report	Print Cash Receipts Edit - Closed Accounts

Letter Print Program	Print Cash Receipts Journal
Meter Data Interrelated Control File	Print Customer Balances Report
Meter History Report	Print Customers Out of Balance Report
Meter Read Edit	Print Deposit Balancing Report
Meter Read Post Listing	Print Deposit Out of Balance Report
Meter Read Worksheets	Print Errors Only Cash Edit
Misc. Charge Billed List by Account	Print Final Cash Receipts Edit
Misc. Charge Billed List by Document ID	Print Final Cash Receipts Edit - Closed Accounts
Misc. Charge Billed List by Revenue Code	Print Final Cash Receipts Edit - Errors Only
Misc. Charge Unbilled List by Account	Print Final Cash Receipts Edit - Totals Only
Misc. Charge Unbilled List by Document ID	Print G/L Validation Report
Misc. Charge Unbilled List by Revenue Code	Print Pending S/O Listing
Misc. Charges Billed (By Account)	Print Premises which are open for account
Misc. Charges Billed (By Document ID)	Print Program/Path/Language Maintenance
Misc. Charges Billed (By Revenue Code)	Print Sales Journal
Misc. Charges Unbilled (By Account)	Print Statistics Report * by Cls/UtI/Sch (detail)
Misc. Charges Unbilled (By Document ID)	Print Statistics Rpt * by Cls/UtI/Sch (summary)
Misc. Charges Unbilled (By Revenue Code)	Print Statistics Report * by Dates (detail)
Notice Letter List	Print Statistics Report * by Dates (summary)
Pending S/O Listing	Print Statistics Report * counts (detail)
Print Account A/R Balances	Print Statistics Report * counts (summary)
Print Account Balances Report	Print Statistics Report * rvc/utl totals (detail)
Print Account Out of Balance Report	Print Statistics Report * rvc/utl totals (summary)
Print Aging	Print Statistics Report * tax totals (detail)
Print Billed Fixed Charges	Print Statistics Report * tax totals (summary)
Print Statistics Report * utility totals (detail)	Revenue Transfer Detail Report
Print Statistics Report * utility totals (summary)	Revenue Transfer Rate Schedule Report
Print Statistics Report * utlty period (detail)	Sales Tax by State Report
Print Statistics Report * utlty period (summary)	Sales Tax Exemption by State
Print Totals Only Cash Edit	State Sales Tax Report
Purged service orders summary listing	Summary Group Billing Report
Rate Schedule - Print	Tax by State & County Sales
Rate Studies Preliminary File Print	Tax Exemption By State/County/City Report.
Rate Studies Summary File Print	Tax Report by State & County

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

Standard payment methods include:

- Cash
- Mail / Remittance Processor
- EFT

Optional payment methods include:

- Internet
- Phone
- Credit Card

- 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.

## OPERATIONAL SOLUTION

The following section provides an overview of the solution we will provide to LFUCG. In building our solution, we have learned from the experience we have gained through operating Homeworking customer contact centers for many other clients, particularly in the utility sector, such as Hydro One and Iberdrola.

### Scope

Vertex has assumed that the core work types include call handling and billing/collections for Sewer, Landfill and Water Quality Fees.

Our solution will provide manned positions, in line with the agreed staffing schedule covering the following operational hours:

- 8:00 am to 6:00 pm Monday to Friday, EST
- Closed on Saturdays and Sundays
- The contact center services will be closed on scheduled statutory holidays.

Vertex has based its staffing profile on knowledge gained from operating similar utility billing services.

## Target Operating Model

Vertex will deliver all customer facing interactions for the LFUCG Customer Contact Center using a homeworking delivery model, Vertex Via Home supported by the Vertex Shared Service Center in Scottsbluff. All back office support will be delivered from our existing E-CIS Back Office Support Team located in Scottsbluff, Nebraska.

When developing our response to this opportunity our objective was to provide a contemporary, cost-effective solution that would deliver fast and ongoing benefits without putting the customer experience at risk.

This solution proposed is designed to meet the following key strategic requirements:

- Reduced 'cost to serve'
- Ensure a successful transition from your current provider American Water
- Deliver day-in, day-out a high level of customer service in line with agreed service levels and KPIs
- Demonstrate partnership through ongoing flexibility and innovation

To ensure transition risk is minimized Vertex will infuse the LFUCG delivery and support teams with resource from our existing operations.

## WHY HOMEWORKING

The core Vertex ViaHome differentiator is our Operational expertise driven by our innovation and excellence.

We have married the qualities of the homeworking workforce with the Vertex ViaHome solution to provide LFUCG with an outstanding customer care solution. The agents are top notch, trained to LFUCG specifications and managed by Vertex to provide outstanding customer care. The ViaHome solution and Vertex's experienced management team ensures success. LFUCG gets a high performance team that has the flexibility to support LFUCG's scheduling needs.

### Greater Workforce Flexibility

- Satisfies split shift requirements and varying shift patterns
- Enables planning for seasonal activity
- Equipped to provide an agile response when required by business needs
- Skilled resources available for ramp-up at short notice to deal with marketing initiatives and campaigns
- Opportunity for Homeworkers to extend hours
- Ability to deliver service outside normal hours; the window for service hours can be easily extended based on LFUCG's business requirements. We can recruit to shifts that fit LFUCG's needs.

### **Quality Agents & Agent Retention**

- 'Matching highly skilled individuals to real job opportunities'
- 'Recruit to Stay' – Improved staff motivation, loyalty and retention: benefits of up to 50%
- Larger recruitment pool provides greater opportunity to match specific required skills
- Maturity – a different quality and demographic of agents i.e. more mature individuals with more life experience
- Trainability – higher caliber of educated individuals

### **Social Responsibility**

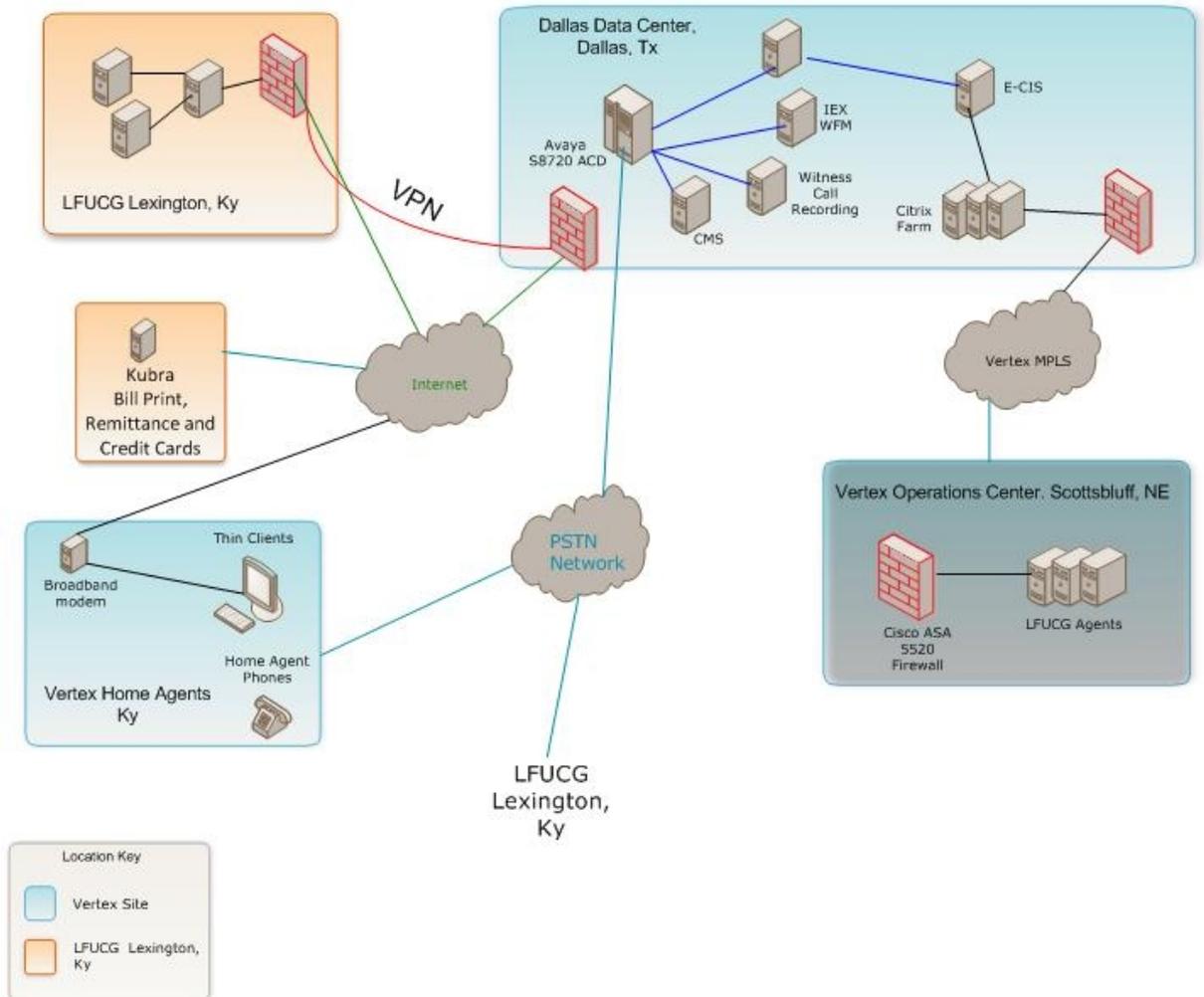
- The Homeworking Solution accommodates the needs of our Working Warriors
- Added time to the day by removing the need to commute
- Reduced expenses i.e. clothing, transport and transportation costs
- Reintegration into the workforce becomes a reality for those seeking a new opportunity
- The Homeworking Solution allows us to be environmentally "Green" with lower overall emissions and traffic reductions with a benefit up to 20%<sup>i</sup>
- Reduced maintenance costs for large office spaces, particularly during short staffing periods

### **Reduced Business Risk**

The Homeworking Solution, particularly in view of a dispersed workforce reduces business continuity risk due to:

- Power Outages
- Adverse weather conditions
- Travel restrictions - highway accidents, no transport
- Public transport limitations - e.g. limited services, disruptions
- Pandemics

## TECHNICAL SOLUTION



The model above represents Vertex's standard architectural design for the deployment of Vertex's proposed solution for LFUCG.

Vertex will route the LFUCG calls into our Dallas, TX, data center via PSTN lines and onto our core Avaya S8720 ACD. The calls will then be delivered via PSTN out to the agent's home via Avaya IP agent over the agent's home phone line. Scottsbluff based resources will access the LFUCG information via existing Vertex network connectivity.

Agents will be able to take credit card payments from LFUCG customers by entering the information into the Kubra payment system via a secure thin client connection. Once the payment is validated the agent will be able to provide the customer a verbal confirmation number.

## TRANSITION OVERVIEW

Vertex recognizes that business continuity and a successful transfer of service is a key requirement for LFUCG. Vertex will implement a well managed transition of your services from your current service provider to Vertex. Vertex will utilize its experience in performing numerous end-to-end transitions to minimize the customer impact while maintaining overall customer satisfaction and lessening LFUCG's overall risk.

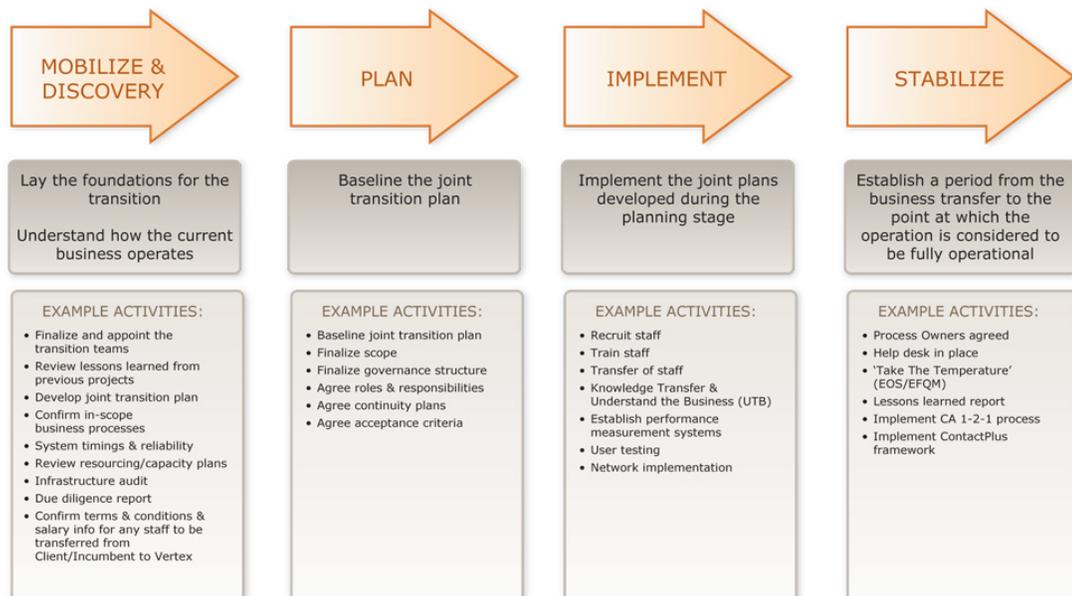
### Transition Methodology

Vertex's transition process is based on the principles of flexibility, partnership and most importantly providing a safe pair of hands to our clients. Our proven four stage transition methodology is based on extensive experience gained in managing operational set-ups and service transfer for numerous clients over the last 15 years. The Vertex methodology incorporates industry best practice processes developed and proven to facilitate effective transition, by balancing cost, speed and quality while mitigating risk.

Vertex believes a successful transition includes a positive experience for LFUCG's customers and is aligned to LFUCG's corporate priorities including:

- Cost effective, efficient and consistent service delivery
- Mitigation of the risk of transition to a new Service Provider

The diagram below illustrates Vertex's proven Transition Methodology:



To ensure a successful transition to the new operational solution, Vertex will deploy a dedicated transition team for the duration of the transition. The team will be mobilized on finalist selection and will remain in place until the transition is complete. In conjunction with this transition team, Vertex will begin building the

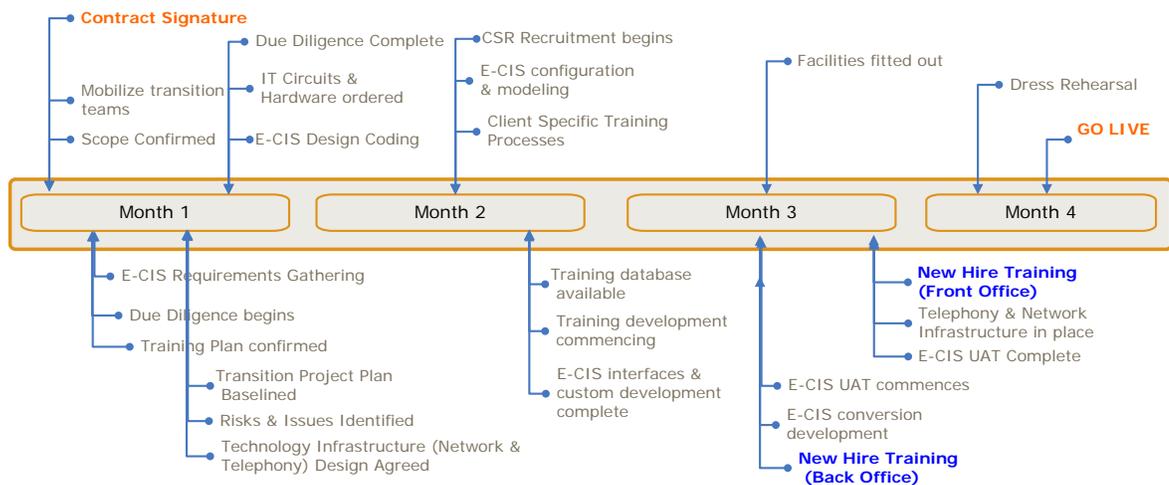
operations management team to support the mobilization activities and manage the day-to-day operations as soon as the contract is awarded. To ensure consistency in contract delivery, the operations management team will work with the transition team until full operational capacity is achieved.

The Vertex team will be a professional, high quality, experienced team who will support the four stages of transition to ensure a successful transfer. Additional staff will be added as necessary throughout the process.

Our approach to transition and operational management is fundamentally based on delivery through partnership. Vertex recognizes the need for skills to be transferred between the two organizations for the mutual benefit of the business and is fully committed to ensuring that this happens. Each of the individuals within the operational and transition management teams will work closely with their counterpart in both LFUCG and the incumbent Service Provider teams to ensure full and open transfer of ideas, skills, knowledge and experience.

Vertex will develop a detailed phased transition plan for the transfer of services from LFUCG's incumbent Service Provider to Vertex's planned solution.

The timeline detailed below represents a draft transition plan. Vertex will work with LFUCG during the due diligence phase to jointly develop and refine these plans.



## Recruitment and Selection

Vertex is committed to encouraging diversity as a fundamental part of the way it undertakes all elements of a professional business practice, including the recruitment process. That is, to ensure that differences in sex, race, color, national origin, age, disability, veteran status and religion are recognized, accepted and valued and that each person is able to contribute fully and create an environment in which they can give their best. Vertex follows a clearly structured and objective approach to recruitment, which identifies the resource gaps, relevant skills and competencies, followed by the most appropriate recruitment and selection activities. These activities include:

- Using experienced managers from the industry to interview, recruit and select potential new hires.

- For the Vertex ViaHome solution, utilizing the Previsor screening tool to test applicant's aptitude to become a successful homeworker, focusing on attributes such as ambiguity tolerance, intrinsic motivation, comfort with social isolation, autonomy, and work and life separation, as well as others.
- The LFUCG solution will be staffed primarily from the Vertex Working Warriors program, which provides highly qualified disabled veterans the opportunity to work.

The high veteran and unemployed disabled veteran population provides Vertex the opportunity to recruit and retain a highly skilled and qualified workforce to support LFUCG's business needs both now and in the future.

- The management, supervisory and support staffs will be primarily located in our Scottsbluff, NE office. Assigning employees who are subject matter experts to the LFUCG contract from other areas of Vertex through short-term and long-term assignments. Our Organizational Management Review process (OMR) helps to identify high performing staff for succession planning and temporary assignments. Using this process speeds up the transition process and helps transfer knowledge to the LFUCG Account.

### Training Program

We plan to deliver a comprehensive training program that includes a Quality Assurance and Continuous Improvement framework (ContactPlus) that is focused on creating an enhanced customer experience. Vertex's LEAD (Learning Education & Development) Program includes:

- Curriculum design & development
- Scheduling & virtual delivery
- Monitoring evaluation & support
- Learning management system

Vertex has produced a detailed virtual trainer handbook and taken our trainers through a series of webinar sessions focusing on these critical elements. Just as with class room training there will be a program of observations to ensure that standards, skill sets and effectiveness are maintained.



Virtual Trainer Training

A robust process has been developed to ensure that the training we provide to Vertex homeworkers is correctly developed and delivered. The process includes:

- Training needs analysis
- Design and development of the curriculum and the training material
- Delivery of the training modules
- Evaluation of training
- Ongoing monitoring

The training processes are interlinked with resource planning and recruitment.

### **Operational Readiness**

To ensure operational stability during and after the transition period, Vertex will include a specific work stream focusing on ensuring the business is ready for the transition and that Vertex is able to perform all processes effectively from day one of transfer. The business, application and IT operational owners will be fully embedded into the business readiness process to allow for effective transition.

The objectives of the Operational Readiness process are to:

- Prepare the operation for the transition
- Ensure the operation is able to perform all critical processes effectively from day one
- Ensure that a stable state is reached in a short a time period as possible with minimal disruption to customers
- Ensure LFUCG has confidence that the operation is adequately prepared to handle the transition

This will include:

- Review processes to identify changes that will be required as a result of the transition
- Updating processes to reflect changes
- Liaising with the training team to ensure that training materials are updated prior to the start of training.
- Preparing scripts and desk aids for staff for the launch of the operation

Following the successful transfer of the service, Vertex will arrange an official launch event to celebrate the transition of services.

An important part of moving to a stable operating environment is validating that our original operational assumptions in relation to call volumes, productivity metrics, staffing requirements, attrition levels and SLA performance were correct. The management team will be tasked in monitoring performance and ensuring that staff is moving through the learning curve as planned and identifying any variances to plan

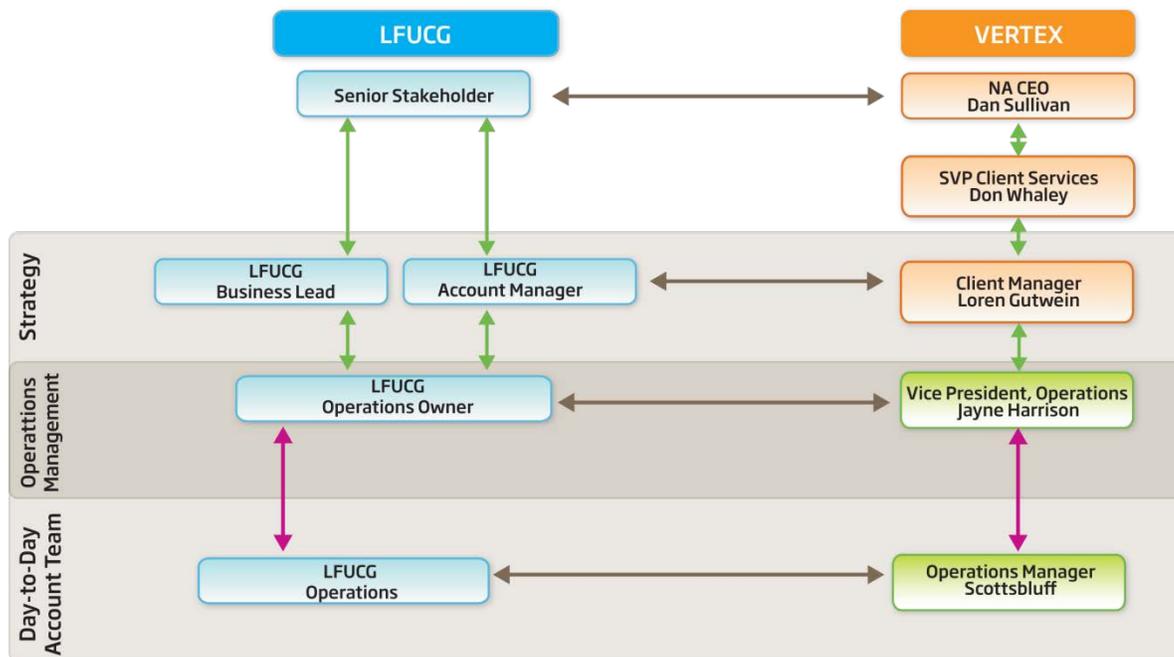
that may require adjustments to our staffing and workforce management plans. Quality levels will be monitored and additional coaching and training will be delivered to ensure we are moving to a steady state environment in planned timeframes.

## VERTEX OPERATIONAL OVERVIEW

Vertex's goal is to assist LFUCG in meeting its strategic business objectives. Developing a strong governance model is crucial to obtaining these strategic objectives and to a long term healthy relationship. Our proposed governance structure is designed to deliver the very best for LFUCG by providing optimum performance and focused leadership. Vertex welcomes the opportunity to discuss how this organization will map onto the LFUCG organization structure to ensure full alignment of the two organizations.

Below please find an expanded view of our proposed organizational structure:

### Vertex Delivery Organization and Client Interface Points



## EXECUTIVE STAFF

### **Client Director – Loren Gutwein**

For this outsource relationship, Vertex will appoint a Client Director. The Client Director will report directly to Don Whaley, Head of Client Services and be partially dedicated to the LFUCG relationship. This individual will be the key focal point for all and any aspect of the day-to-day relationship with LFUCG; a single point of contact for any issues relating to the relationship and for opportunities to expand and develop the relationship.

Loren Gutwein is currently a National Account Manager for Vertex. He has eleven years of account management experience, working with numerous utility clients on CIS implementations, business process outsourcing and application support. Prior to his time in the utility services business, he worked in marketing and sales roles in the farm equipment industry. Loren also holds a Bachelor of Science degree from Purdue University.

### **VP of Operations – Jayne Harrison**

Jayne Harrison will be responsible for the day-to-day delivery of our contracted SLAs and performance measures. It is anticipated that Jayne will have regular contact with key senior operations contacts within LFUCG.

Jayne joined Vertex in the United Kingdom (UK) in 1999 as a Predictive Dialer Manager and progressed through the organization assuming greater roles of responsibility, including Debt Manager and Customer Service Manager. In 2001, Jayne was appointed General Manager of the North West contract for United Utilities, successfully managing a 1,000 seat meter-to-cash customer care operation for the following 4 years.

Jayne transferred to North America in March 2005 as a Solution Architect and, after working on the initial sales solution, became Vice President of operations for the NiSource contract in July 2005, managing the operation through transition to stabilization before resuming her role of Lead Solution Architect in September 2006.

In 2008, Jayne moved back into an operational role as Vice President of Customer Management Delivery for the Western Region of North America where she now has direct oversight for 8 contracts operated from our facilities in Dallas, Corinth and Angleton, TX and Scottsbluff, NE.

Jayne has extensive utilities and outsourcing operational background, together with a wealth of transition and transformation experience. As a Senior Manager and practitioner in many operational disciplines, Jayne has the knowledge and experience of 'lessons learned' in many large scale people and technology projects to make complex transitions and implementation of any business initiative a success. Jayne provides a high level of expertise, ensuring that the most sensible solution is delivered to provide optimum levels of customer service and satisfaction for our clients.

### **Director of Operations – Deb Patterson**

The Call Center Director of Operations is responsible for ensuring that service levels and contractual obligations are met within the call center operations group, and with respect to billing, billing administration and payment processing. The Director will engage and manage their team in order to complete all activities within agreed Service levels, as well as implement effective call handling best practices. They will actively encourage the management team to establish a motivating and rewarding environment and promote a culture of personal development. They will work within agreed frameworks to review working practices and identify improvements in productivity, quality, service levels and customer satisfaction.

Deb's career has been in utility operations for more than 29 years. She has had the opportunity to work in a variety of departments starting in customer service, public relations, system configuration and implementation, support, training and Operations Management. She is currently responsible for service delivery for billing, call centers, collections and dispatch for our outsourced clients.

Deb lives in Scottsbluff, NE and attended Chadron State College

## **TECHNICAL STAFF**

### **IT Support Manager – Dave Parlett, IT Architect**

The IT Support Manager (ITSM) is responsible for ensuring that the entire operation is enabled through technology and process, to deliver operational excellence within the service level framework. The ITSM will be the eyes and ears of the operation, ensuring that any planned events are known and communicated and that the respective areas of the business are enabled to manage with agreed standards.

Dave Parlett is an IT Architect with 23 years experience in the utility industry. Initially in the UK as a founding member of Vertex as North West Water merged with Norweb the electricity utility. Worked on major CIS implementations in the electricity and water industry for Vertex in the UK before moving into IT architect's role supporting new business in 2000. In 2003 relocated to Dallas, TX as one of the 5 first Vertex employees in the US. Helped secure several new business wins as an IT Architect. Areas of expertise include CIS, call center technology, networks and security.

## **CUSTOMER SERVICES STAFF**

### **Section Manager – Rebecca Thurman**

The Section Manager's responsibility is to motivate and develop all employees, to prepare individuals for the live environment through feedback and effective management in order to enhance performance delivery, meet contractual obligations and maximize staff retention.

Rebecca Thurman is an Operations Manager for Vertex. Becky has spent the last thirteen years in the utility business in a variety of roles including Manager Call Center Operations, Customer Service,

Collections, Customer Resolution Coordinator and Help Desk. She worked for a variety of utilities

including renewable energy, gas and water. Becky has in-depth knowledge of E-CIS, E-CIS business processes and has been key in providing input into development of new and improved functionality as she looks for continuous improvement opportunities.

### **Call Center Team Manager**

The Call Center Team Manager is responsible for ensuring that the day to day customer service operation is running at optimal performance levels. The CCTM will track and monitor team performance levels and customer satisfaction levels with each individual call center representative to ensure operational excellence within the service level framework.

Clarity of role and purpose is an essential ingredient to producing motivated and high-performing teams. We will invest significant time and effort to ensure that we have well-defined job descriptions and standards available for all our staff.

Vertex is committed to being recognized for the excellence of its people. Working together, we harness the skills and experience of our people, ensuring that we retain the best people and attract those who wish to develop a career in customer management. We ensure that comprehensive training is provided, and that each individual feels that we have invested in their personal development.

Through these practices, Vertex will embrace and embed a true partnership approach with LFUCG to create a single, high-performing team supported by strong leadership, shared objectives and a reward structure that recognizes contribution towards achievement of our joint goals.

## **ESCALATION PROCESS**

Vertex commits to an escalation process that reflects the requirements of LFUCG and any external stakeholders. We will operate as a joint team that promotes escalation in a manner that is pragmatic and decisive to enable the operation to maintain continuity. We will have in place key individuals within the operation and our executive management team to facilitate proper resolution. From the executive level to the front line employees we view the escalation process as a means to achieve joint satisfactory resolution of escalated issues.

The Vertex Client Director has accountability to ensure that all escalations are addressed in an expedient manner.

Vertex believes that the method for escalation will be pragmatic and not prescriptive. This requires all parties to work within an open, honest and transparent environment that maximizes a code of conduct that will be developed as part of the cultural integration work.

## **ACCOUNT MANAGEMENT METHODOLOGY**

Vertex operates different service management models, depending on a particular client's preference and business needs. The basic principles are essentially the same, the differences being derived from how involved the client wishes to be in the day-to-day running of the services.

In some cases the client adopts a relatively hands-free approach and is entirely happy with monthly

Management Information and account review meetings. Other large and fiercely regulated accounts require more stringent control and adopt a multi-layered governance structure.

With every client, however, we spend significant time in the early stages defining the key deliverables, dependencies and reporting frequencies in order to ensure that the Vertex operation is fully aligned to the client's objectives. Within this regime we include regular management meetings and, where necessary, sub meetings for specific areas of either significance or concern.

We believe that a strong engagement, together with open communication, is crucial to success. The approach favored by Vertex, and the suggested primary conduit for day-to-day contact between Vertex and LFUCG, will be a nominated Client Director into which all staff are accountable to for day-to-day delivery. The main tool that LFUCG's Client Director will use to ensure that we are delivering all of LFUCG's requirements is the Account Development Plan. This plan focuses the account team on LFUCG's vision, objectives and governance. It also facilitates our relationship with LFCUG.

The process steps include:

- Analysis
- Objectives and milestones
- Forecast and opportunity summary
- Risks and critical success factors
- Summary

## PERFORMANCE MANAGEMENT

- Call Quality Monitoring – Consistently measure and coach Agents against their goals with regular call monitoring via the PCI compliant NICE Call Recording system
- Feedback – Regular one on ones with the option of face to face and remote meetings, utilizing Vertex tools and methodologies i.e. CA 121 as shown below:

### 121 Performance Review Process Operational Employees Level 1 & Level 2 3 Elements



An approach to performance management sufficiently generic to be recognised as a corporate offering but sufficiently flexible to support the diverse business operations that is our business of outsourcing

- Reward & Recognition – Vertex utilizes ‘Outperforming People’: a recognition program which rewards individuals and teams who have made a positive contribution to Vertex, its clients and its clients’ customers.

5) Please define a ‘go-live’ strategy; including testing, to meet the 4/1/2012 target date,

Vertex utilizes a comprehensive go-live assessment to gauge the readiness of the CIS and related processes for go-live.

The Readiness and Operations Assessment is used to project the state of CIS processes leading up to go-live and after go-live through the stabilization period until steady state is achieved. The assessment

typically starts six weeks before go-live. Steady state is usually achieved 10 to 12 weeks after go-live. A set of criteria is associated with a numerical value as outlined below.

Major Operational Disruption (1 to 2)	Operations Shake-out Stage 2 (3 to 6)	Operations Shake-out Stage 1 (7 to 10)	Standard Operations (10 to 12)
<ul style="list-style-type: none"> <li>Major Business Risk</li> <li>Operational issues are recognized by large number of utility customers and/or show up in local media</li> <li>Regulatory and/or government issues</li> <li>A number of key processes cannot be completed successfully in an acceptable timeframe</li> </ul>	<ul style="list-style-type: none"> <li>Moderate Business Risk</li> <li>Large amount of additional resources needed to maintain operations</li> <li>Few major issues are resolved by long-term support personnel</li> <li>A significant number of key processes require manual intervention</li> </ul>	<ul style="list-style-type: none"> <li>Minimal Business Risk</li> <li>Significant number of additional resources needed to maintain operations</li> <li>Some major issues are resolved by long-term support personnel</li> <li>A few key processes require extensive manual intervention</li> </ul>	<ul style="list-style-type: none"> <li>Minimal Business Risk</li> <li>Limited number of additional resources needed to maintain operations</li> <li>All major issues are resolved by the long-term support personnel</li> </ul>

Assessment areas are defined by Vertex & LFUCG. These may include usage loading, billing, service order processing, cash processing, call center operations, credit and collections, and accounting/balancing. Each area is evaluated based on critical factors defined as follows:

### Critical Factors (Considerations for Evaluation)

- Product Health
- Process Knowledge
- Data Integrity
- Infrastructure Reliability
- System Performance
- Application Support Readiness

This process provides a holistic view of the implementation status and a means to stay on track. There are producers, consumers and stakeholders who rate their respective area, but all participants are encouraged to raise critical concerns about any area. Action items are noted and tracked to ensure focus on any areas of concern from process inception through to steady state.

- 6) Vendor may supply an alternative implementation schedule with explanation as to alternative schedule.

Due to the short time frame and limited amount of information around the current customer care delivery and related processes, Vertex has made many assumptions around effort and requirements in order to meet the April 1<sup>st</sup> go live date. If there is an opportunity to extend the go live date which will allow for further due diligence, Vertex believes that we can provide more aggressive pricing around the implementation and transition model.

### 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	\$0.281	\$0.808	\$0.207	\$1.296
Year 2	\$0.281	\$0.808	\$0.207	\$1.296
Year 3	\$0.281	\$0.808	\$0.207	\$1.296
Year 4	\$0.281	\$0.808	\$0.207	\$1.296

### Pricing Approach:

Please describe your pricing model and suggest payment milestones.

The Billing Service Price Per Bill is derived from the ongoing support of the Vertex billing platform (ECIS). The Customer Service Price Per Bill is derived from the Front Office/Back Office support services. The Other Price Per Bill is inclusive of Bill Print and Remittance. Vertex will have transition and implementation cost of \$1,920,343 above and beyond the price per bill in the table. Commercial terms will determine how the payment around the transition and implementation cost will occur.

Assumptions per component:

Please describe any assumptions associated with your pricing model.

Area	Assumption Description
	<p>The costs for the following services are specifically excluded from our proposal and will be borne by LCUFG:</p> <ul style="list-style-type: none"> <li>▪ Telephony minutes</li> <li>▪ Skip tracing</li> <li>▪ Postage</li> <li>▪ Consumables</li> </ul>
	<p>Our response relies on and assumes that data provided in the Request for Proposals is current, accurate and complete. We reserve the right to modify our responses including pricing if such data isn't in fact current, accurate or complete.</p>
	<p>All travel will be a pass through to the LCUFG.</p>
	<p>If requested by the Contractor, the contract pricing may, be increased annually based on the most recently published percentage change in U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Lexington County Kentucky area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). Before any COLA increase shall take effect and become part of this contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.</p>
	<p>Our experience indicates that a robust planning and forecasting process which is strictly adhered to by both parties leads to best practice. Our response assumes that LCUFG will jointly be accountable for developing and implementing a rigorous planning and forecasting process.</p>

**EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
CONSOLIDATED REPORT - TYPE 2**

**SECTION B - COMPANY IDENTIFICATION**

1. VERTEX - US  
250 E. ARAPAHO ROAD  
SUITE 100  
RICHARDSON, TX 75081

2.a. VERTEX - US  
250 E. ARAPAHO ROAD  
SUITE 100  
RICHARDSON, TX 75081

c. Y

**SECTION C - TEST FOR FILING REQUIREMENT**

1-Y 2-Y 3-N DUNS NO.:

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS:

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
	MALE	FEMALE	***** MALE *****						***** FEMALE *****						
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	1	0	27	2	0	1	0	1	15	1	0	0	0	0	48
FIRST/MID OFFICIALS & MGRS	1	1	48	2	0	5	0	0	22	3	0	2	0	1	85
PROFESSIONALS	4	8	120	8	2	11	0	1	122	13	2	11	0	0	302
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3
ADMINISTRATIVE SUPPORT	40	78	83	27	2	2	0	0	388	126	1	2	4	5	758
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>46</b>	<b>87</b>	<b>281</b>	<b>39</b>	<b>4</b>	<b>19</b>	<b>0</b>	<b>2</b>	<b>547</b>	<b>143</b>	<b>3</b>	<b>15</b>	<b>4</b>	<b>6</b>	<b>1196</b>
PREVIOUS REPORT TOTAL	49	104	275	46	2	25	1	2	597	165	0	17	4	4	1291

**SECTION F - REMARKS**

DATES OF PAYROLL PERIOD: 09/19/2011 THRU 09/23/2011

**SECTION G - CERTIFICATION**

CERTIFYING OFFICIAL: DAN CROSS  
EEO-1 REPORT CONTACT PERSON: JENNIFER BRUMLEY  
EMAIL: jennifer.guseman@vertexoutsourcing.com

TITLE: CHEIF FINANCIAL OFFICER  
TITLE: US MANAGEMENT ADVISOR  
TELEPHONE NO: 2144028251

CERTIFIED DATE[EST]: 09/29/2011 01:07 PM



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

RFP Number: **#40-2011**

Date: November 10, 2011

Subject: Billing & Collection Services – Sewer, Landfill & Water Quality Fees

Address inquiries to:  
Todd Slatin  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Posting of risk management provisions

**See attached file "RFP #40-2011 Risk Management Provisions.pdf"**

A handwritten signature in black ink, appearing to read "Brian Marcum", written over a horizontal line.

Brian Marcum, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged.

This letter should be signed, attached to and become a part of your proposal.

**PROPOSAL OF: Vertex Business Services**

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**ADDRESS: 250 E Arapaho Rd Ste 100, Richardson, TX 75081**

---

**SIGNATURE OF SUBMITTER:**

A handwritten signature in blue ink, appearing to read "Ni Jhan", written over a horizontal line.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #2**

RFP Number: **#40-2011**

Date: November 10, 2011

Subject: Billing & Collection Services – Sewer, Landfill & Water Quality Fees

Address inquiries to:  
Todd Slatin  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Responses to this RFP are due at @ 2:00PM on December 1, 2011.
2. Cut-off time to submit questions is 2:00PM on November 21, 2011.

A handwritten signature in black ink, appearing to read "Brian Marcum".

Brian Marcum, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged.

This letter should be signed, attached to and become a part of your proposal.

**PROPOSAL OF: Vertex Business Services**

---

**ADDRESS: 250 E Arapaho Rd. Ste 100 Richardson, TX 75081**

---

**SIGNATURE OF SUBMITTER:**

A handwritten signature in blue ink, appearing to read "Ni J Gray".



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #3**

RFP Number: **#40-2011**

Date: November 21, 2011

Subject: Billing & Collection Services – Sewer, Landfill & Water Quality Fees

Address inquiries to:  
Todd Slatin  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. The due date for this RFP has been extended to December 8<sup>th</sup>, 2011 at 2:00PM.

A handwritten signature in black ink that reads "Brian Marcum".

Brian Marcum, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged.

This letter should be signed, attached to and become a part of your proposal.

**PROPOSAL OF: Vertex Business Services**

---

**ADDRESS: 250 E Arapaho Rd. Ste 100 Richardson, TX 75081**

---

**SIGNATURE OF SUBMITTER:**

A handwritten signature in blue ink, appearing to read "Ni Jhan".

## **AFFIDAVIT**

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

1. His/her name is Chas Michel and he/she is the individual submitting the proposal or is the authorized representative of Vertex Business 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.

Notarized Signature on original hardcopy  
\_\_\_\_\_

STATE OF  Texas \_\_\_\_\_

COUNTY OF  Dallas County \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 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

Vertex Business Services  
Name of Business

**Firm Submitting Proposal:** Vertex Business Services

**Complete Address:** 250 E Arapaho Rd Ste 100 Richardson 75081  
**Street City Zip**

**Contact Name:** Ron Rendeiro

**Title:** VP Sales & Business Development – East

**Telephone Number:** 201-746-0284 **Fax Number:** 214-576-1145

**Email address:** ron.rendeiro@vertexgroup.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.



12/5/11

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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.

<b>MBE/WBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
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**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**





**MBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

<b>Company Name</b>	<b>Contact Person</b>
<b>Address/Phone/Email</b>	<b>RFP Package / RFP Date</b>

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT**

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with 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.

**Bid/RFP/Quote #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company** **Company Representative**

\_\_\_\_\_  
**Date** **Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** \_\_\_\_\_

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**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**