

INVITATION TO BID

Bid Invitation Number: #67-2012

Date of Issue: 05/09/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **05/23/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: NONE

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

<b>Commodity/Service</b>
<b>Print &amp; Mailing Services – Sewer, Landfill &amp; Water Quality Fees</b>
See specifications

<p style="text-align: center;"><u>Check One:</u></p> <p><input checked="checked" type="checkbox"/> Bid Specifications Met  <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p><u>30</u> days after acceptance of bid.</p>
<b>Procurement Card Usage</b>	
<p><input type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?  <input checked="checked" type="checkbox"/> No</p>	

Submitted by:

BlueGrass Mailing, Data & Fulfillment Services  
*Firm*  
 833 Nandino Blvd  
*Address*  
 Lexington KY 40511  
*City, State & Zip*

**Bid must be signed:  
 (original signature)**

*Bill Nichols* **President**  
 \_\_\_\_\_  
**Signature of Authorized Company Representative – Title**  
 Bill Nichols - **President**  
 \_\_\_\_\_  
*Representative's Name (Typed or printed)*  
 859-231-7272 xt 235                      859-259-1214  
 \_\_\_\_\_  
*Area Code - Phone - Extension                      Fax #*  
 bill.nichols@bgmailing.com  
 \_\_\_\_\_  
*E-Mail Address*

**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**  
 2 of 10



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

Bid Number: **#67-2012**

Date: May 15, 2012

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

Address inquiries to:  
Theresa Maynard  
(859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following three clarifications to the above referenced bid, **including a new pricing sheet**, starting on page two of this document. **The new pricing sheet, which includes two new lines, must be included with the bid.**

A handwritten signature in black ink that reads "Todd Slatin".

Todd Slatin, Acting Director  
Division of Central Purchasing

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

BID OF: BlueGrass Mailing, Data & Fulfillment Services

ADDRESS: 833 Nandino Blvd, Lexington KY 40511

SIGNATURE OF BIDDER: \_\_\_\_\_

**PRICING:**

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

	<b>Printing and mailing services</b> <i>(designate in Per Item Cost):</i>		<b>Cost</b>
1	Printing of invoices	<i>per item</i>	\$ .0172
2	Printing of past due notices	<i>per item</i>	\$ .0172
3	Printing of letters	<i>per item</i>	\$ .0172
4	Printing of window mailing envelope, including one 2-color logo	<i>per item</i>	\$ .0139
5	Printing of invoice paper with two 2-color logos and a remittance stub perforation	<i>per item</i>	\$ .0116
6	Printing of letterhead paper with one 2-color logo	<i>per item</i>	\$ .0116
7	Printing of the window business return envelope (BRE), including one 2-color logo	<i>per item</i>	\$ .01276
8	Folding and inserting single page documents	<i>per item</i>	\$ .0147
9	Folding and inserting multiple page documents	<i>per item</i>	\$ .0147
10	Inserting multiple pieces per envelope	<i>per item</i>	\$ .004 *per each additional insert
11	Sealing, posting, sorting and shipping completed pieces, not including postage	<i>per item</i>	\$ .0063
12	Maintaining valid CASS certification	<i>per item</i>	\$ .0000
13	Maintaining and/or increasing postal discounts	<i>per item</i>	\$ .0000
14	Printing of bill envelope message on back of envelope	<i>per item</i>	\$ .0089
15	Expected Modification Costs (based on requirements answered as "Satisfied with Modification")	<i>total</i>	\$ .0000
16	Training (provided details on hours and trainers in the your response)	<i>total</i>	\$ .0000
17	Any other "typical" line item, one time costs, or other costs anticipated for the proposed services.	<i>total</i>	\$ 4500.00 one time setup
<b>Investments for Project Management &amp; Implementation Services</b>			
18	a) Total of Vendor and Sub-Vendor expenses. (In your response, identify each project team member with hourly rate, estimated hours, and expenses if applicable. Note that travel hours are not billable.)	<i>total</i>	\$ .0000
19	b) Estimated incidental costs (e.g., telephone, administrative, etc.).	<i>total</i>	\$ .0000
20	c) All other costs	<i>total</i>	\$ .0000

21	Applicable fees to incorporate document changes (i.e. a letterhead change).	<i>total</i>	\$ 75.00
22	Hourly rates for document design services (envisioned for inserts).	<i>hourly</i>	\$ 55.00
23	Ongoing annual support and maintenance costs, if any. In your response, include various options (i.e. 24x7, 5x9, others) if applicable.	<i>annually</i>	\$ .0000
<b>Optional Add-Ons to Price:</b>			
24	Hourly rates for document design services upon request for all materials, including, but not limited to, billing inserts. This should also include estimations for time and cost related to the initial bill design portion of the implementation project.	<i>hourly</i>	\$ 55.00
25	Proposed pricing structure, including one-time implementation costs, annual fees and per transaction fees for both LFUCG and LFUCG's customers for electronic billing and payment services. (Provide details in your response.)	<i>total</i>	\$ Electronic Billing & Payment Services (See Attachment)
26	12 DIFFERENT ENVELOPE MESSAGES, message changes monthly		.0000 included in line 14 charge
27	4 DIFFERENT ENVELOPE MESSAGES		.0000 included in line 14 charge

**Questions on Bid #67-2012:**

**Are you able to provide color samples of your current documents and envelopes?**

There are no current documents, this is all new billing processes, and so we have no samples.  
And as it is a new process there are no former vendors or bidders or bid tabulations.

**I see that the Invoices, Past Due Notices and Other Letters are noted as duplex items. Is there variable information on the back of these documents, or does the back contain static information that could be pre-printed? If so, does the pre-printed information vary by document type (Invoice, Past Due Notice, Other Letter)?**

Vendors should base their bids on the following, but understand that these parameters may change since these documents have not been designed yet: The back is static and the information can change according to the type of document. Yes, it could be preprinted. No variable information on the back.

**In the Functional Requirements section, item #2 references the number of mail pieces we should expect to process each day, but the number of pieces is noted as "x" – could you please indicate how many pieces will be submitted for mailing on a daily basis?**

Given the quoted monthly estimate, a rough estimated daily average would be around 5200. But bidders should understand that this daily estimated average may vary greatly up or down, depending on billing cycles which have not yet been finalized.

**Will you consider bids from out-of-state vendors?**

Yes



**Volumes? Page 1 states an annual volume of 284,000 & then states a monthly volume of 115,000??**

LFUCG bills approximately 108,000 sewer accounts, 79,000 landfill accounts and 97,000 water quality management fee accounts annually. Some customers receive one or a mix of all services on one bill, which translates into LFUCG issuing approximately 115,000 bills per month.

**Spot color**

**a. 2-Color Logo - can it be a PrePrinted shell?**

Yes

**b. Is the spot color in the document a box color or is it in the variable information ?**

The spot color is not in the variable information. It will be a box border or a screened fill color.

**c. Is the color in the logo the same color that is printed in the document?**

If they are asking about the logo in the bid document, no

**How often does the message change on the back of the envelope?**

LFUCG may choose to use, or not use, this option. Please itemize the costs for this separately as an optional "add on" and break out that optional Add-on price as follows:

26) 12 SEPARATE ENVELOPE MESSAGES

27) 4 DIFFERENT MESSAGES

**What are the 'other' inserts**

"Other Inserts" could include messages containing information on LFUCG programs, events, environmental tips, etc., and directing people to a Web site.

**Envelopes # 10 and #9**

How many are ordered at one time? 6 mos or one year?

One year

**We would like to know the specifications for all of the preprinted forms, envelopes and inserts you are requesting. These specs should include paper type, size, # colors on front and back, and whether there is variable information to be printed on one side or two. If you have any questions, please call or email me at your convenience.**

THIS IS TOTALLY DEPENDENT UPON BILL AND INSERT DESIGN, WHICH ARE NOT FINALIZED AS OF YET:

2 color and 4 color; if information warrants, inserts will be 2 sided.

RECOMMENDATIONS ARE AS FOLLOWS:

#10 MAILING ENVELOPE COLOR 1/1: LFUCG RETURN ADDRESS ON FRONT, BILL MESSAGE ON BACK. 20# WHITE WOVE SINGLE WINDOW

#9 BRE COLOR 0/1: STANDARD NON-VARIABLE MESSAGE ON BACK OF BRE. 20# WHITE WOVE SINGLE WINDOW.

BILL INSERT: 4.25 X 7.5 FINAL SIZE WITH BLEED. NO VARIABLE INFORMATION. 2/2

OTHER INSERT: 4.25 X 3.75 FINAL SIZE WITH BLEED. NO VARIABLE INFORMATION. 2/2

LETTERHEAD: 8.5 X 11 FINAL SIZE. NO VARIABLE INFORMATION. 2/2

**AFFIDAVIT**

Comes the Affiant, Bill Nichols, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Bill Nichols and he/she is the individual submitting the bid or is the authorized representative of BlueGrass Mailing, Data & Fulfillment Services,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

*Bill Nichols*

STATE OF Kentucky

COUNTY OF Fayette

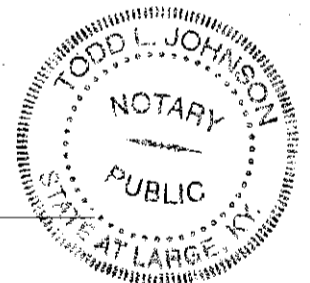
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Bill Nichols on this the 23rd day

of MAY, 2012.

My Commission expires: 8/31/2013

Todd L. Johnson  
NOTARY PUBLIC, STATE AT LARGE



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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes  No

## II. Bid Conditions

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

**“Bid on #67-2012 Print & Mailing Services – Sewer, Landfill & Water Quality Fees”**

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

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

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

### III. Procurement Contract Bid Conditions

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



**EQUAL OPPORTUNITY AGREEMENT**

The Law

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

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

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

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

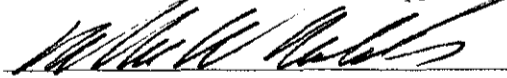
\*\*\*\*\*

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

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

Bidders

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

  
Signature

BlueGrass Mailing, Data & Fulfillment Services  
Name of Business

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Professional Liability Coverage or an endorsement for this coverage, at the same limits as the CGL. This coverage will be carried for up to three years after the completion of this project.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by

Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of VENDOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions. VENDOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

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

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

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

The proposed solution is required to accommodate billing these fees as of August 31, 2012. On an annual basis, LFUCG will bill the following; 108,000 sewer accounts totaling about \$48 million dollars, 79,000 landfill accounts totaling about \$4.5 million dollars, and 97,000 water quality management fee accounts totaling about \$11.5 million dollars for a total annual billing of approximately \$65.9 million dollars. Approximate number of bills issued to customers is 115,000 per month.

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

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

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

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

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

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

**PRINTING AND MAILING SERVICES – FUNCTIONAL REQUIREMENTS:**

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

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

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

Req. #	Requirement	Type	Response and Comments
1	Receive files via FTP. These files will come directly from the Ventyx Customer Suite billing system. Format shown in Appendix A. (The file type will be a fixed length text file and files will be processed for the selected bill print/mail Vendor on all business days at about 9:00 pm.)	Mandatory	Satisfied - BGMS will receive data via secure FTP. Once files are received, multiple QC checks are performed to verify data, file structure, record count and check for any anomalies.
2	Print, process and mail or otherwise deliver up to x pieces daily. Vendor should expect to receive one or more files for each type of document specified in section x. These files should be processed for inclusion in the late afternoon mail run following receipt of the files.	Mandatory	Satisfied - BGMS will receive data, print, process and mail within 24 hours of receipt of data

Req. #	Requirement	Type	Response and Comments
3	To provide for electronic document review and cancellation by GCWW and LFUCG between the printing and mailing processes. Please specify any software tools and requirements for electronic document review and cancellation.	Mandatory	Satisfied - Online document review via a secure web browser. This allows LFUCG to view, approve or omit any documents prior to print production.
4	Read barcodes and/or OMR marks to intelligently insert the appropriate materials (i.e. inserts and envelopes) for each mail piece.	Mandatory	Satisfied - Onsite intelligent inserters to utilize 2D, 3D, and OMR marks to intelligently insert envelopes. Additional QC controls includes the use of a camera system to verify output.
5	Insertion equipment for invoices with at least 6 trays capable of handling dynamic insertion based on barcode or OMR logic.	Mandatory	Satisfied - BGMS uses multiple machines with 6-8 inserting hoppers that can be dynamically selected using barcodes.
6	Mail all pieces according to agreed upon postal specifications (i.e. first class, pre-sort, bulk mail, etc.), including achieving all available postal discounts.	Mandatory	Satisfied - BGMS stays current with all USPS postal requirements and serves as a licensed USPS Presort Bureau.
7	For items to be mailed, print all invoices, past due notices, letters and inserts on paper size and weights as determined by LFUCG. Includes use of correct stationary type for a given file. For example, invoice stationary will require perforations for the remittance stub, while most letters will require standard letterhead.	Mandatory	Satisfied - BGMS is a full service provider for all required paper, print, and perforations for print and processing.
8	Source print logo(s) on all stationary materials (paper, envelopes and inserts) in appropriate size(s), location(s) and color(s).	Mandatory	Satisfied - BGMS is familiar with following specified branding requirements.
9	Print documents using spot color printing (black and one additional color at minimum)	Mandatory	Satisfied - BGMS can facilitate the printing of all documents, including spot color printing.
10	Incorporate document revisions within 72 hours of receipt of revisions in the agreed upon format(s).	Mandatory	Satisfied - BGMS will work directly with LFUCG to provide document revisions within 72 hours of receipt of the revisions.
11	Provide CASS and NCOA certification to meet United States Postal Service minimum standards for maximum postage discounts.	Mandatory	Satisfied - BGMS provides seamless processing of data thru CASS, NCOA certifications to capture maximum postage discounts.
12	Process all mail according to United States Postal Service rules, regulations and requirements to ensure the lowest possible postage rates.	Mandatory	Satisfied - BGMS remains current with all USPS postal requirements to provide LFUCG with the lowest possible postage.
13	Provide daily, monthly and annual reports on quantities for each of the materials as used.	Mandatory	Satisfied - BGMS can provide daily, weekly and monthly inventory reports as requested.
14	Provide daily, monthly and annual reports on pieces processed and postage used.	Mandatory	Satisfied - BGMS can provide daily, weekly and monthly postage and processing reports as requested.
15	Provide a minimum of 14 days advance notice of need to add money to postage accounts.	Mandatory	Satisfied - BGMS will request all postage in writing 14 days in advance.
16	Provide the ability to allow LFUCG to make bill content and message changes. Include any requirements needed for this.	Mandatory	Satisfied - BGMS will work directly with LFUCG to make required content changes as requested.
17	Provide the ability to archive bills and letters for up to one year. After that one year period, bills will be moved to a document storage location at LFUCG. The ability to deliver or release these archive bills and letters for storage at LFUCG will also be required.	Desired	Satisfied - As BGMS understands this requirement, we can provide LFUCG access to an electronic file of bills/letters to be viewed / searched via a secure web browser. Upon request, BGMS can output data in specified electronic storage format (i.e. CD)
18	Provide the ability for bill payments to be scanned by our lockbox solution using the scanline on the invoice	Mandatory	Satisfied - BGMS is equipped to output necessary scan line on invoice in order to be scanned by the lock box provider.

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

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

**PRICING:**

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

	<b>Printing and mailing services (designate in Per Item Cost):</b>		<b>Cost</b>
1	Printing of invoices	<i>per item</i>	\$
2	Printing of past due notices	<i>per item</i>	\$
3	Printing of letters	<i>per item</i>	\$
4	Printing of window mailing envelope, including one 2-color logo	<i>per item</i>	\$
5	Printing of invoice paper with two 2-color logos and a remittance stub perforation	<i>per item</i>	\$
6	Printing of letterhead paper with one 2-color logo	<i>per item</i>	\$
7	Printing of the window business return envelope (BRE), including one 2-color logo	<i>per item</i>	\$
8	Folding and inserting single page documents	<i>per item</i>	\$
9	Folding and inserting multiple page documents	<i>per item</i>	\$
10	Inserting multiple pieces per envelope	<i>per item</i>	\$
11	Sealing, posting, sorting and shipping completed pieces, not including postage	<i>per item</i>	\$
12	Maintaining valid CASS certification	<i>per item</i>	\$
13	Maintaining and/or increasing postal discounts	<i>per item</i>	\$
14	Printing of bill envelope message on back of envelope	<i>per item</i>	\$
15	Expected Modification Costs (based on requirements answered as "Satisfied with Modification")	<i>total</i>	\$
16	Training (provided details on hours and trainers in the your response)	<i>total</i>	\$
17	Any other "typical" line item, one time costs, or other costs anticipated for the proposed services.	<i>total</i>	\$



<b>Investments for Project Management &amp; Implementation Services</b>			
18	a) Total of Vendor and Sub-Vendor expenses. (In your response, identify each project team member with hourly rate, estimated hours, and expenses if applicable. Note that travel hours are not billable.)	<i>total</i>	\$
19	b) Estimated incidental costs (e.g., telephone, administrative, etc.).	<i>total</i>	\$
20	c) All other costs	<i>total</i>	\$
21	Applicable fees to incorporate document changes (i.e. a letterhead change).	<i>total</i>	\$
22	Hourly rates for document design services (envisioned for inserts).	<i>hourly</i>	\$
23	Ongoing annual support and maintenance costs, if any. In your response, include various options (i.e. 24x7, 5x9, others) if applicable.	<i>annually</i>	\$
<b>Optional Add-Ons to Price:</b>			
24	Hourly rates for document design services upon request for all materials, including, but not limited to, billing inserts. This should also include estimations for time and cost related to the initial bill design portion of the implementation project.	<i>hourly</i>	\$
25	Proposed pricing structure, including one-time implementation costs, annual fees and per transaction fees for both LFUCG and LFUCG's customers for electronic billing and payment services. (Provide details in your response.)	<i>total</i>	\$

APPENDIX A  
REGULAR BILL PRINT FILE LAYOUT

Bill Head Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"BillHead"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Bill Type	15	2	A/N	Calculated	
4	Number Of Copies	17	2	N	ubrrecp_num_copies	Number of Bills to Print
5	Bill Print Date	19	11	A/N	rpt_date DD-MON-YYYY	Date on which the bill was generated
6	Bill Print Time	30	8	A/N	rpt_time	Time on which the bill was generated
7	Billing Date	38	11	A/N	printed_date DD-MON-YYYY	Date entered in Print Date parameter
8	Address Name	49	60	A/N	ubrrecp_print_name	UCBCUST – First, Middle and Last names
9	Address DBA	109	35	A/N	ubrrecp_dba	UCRACCT – Doing Business AS (Business Name)
10	Address Attention	144	30	A/N	ubrrecp_street_line1	UCRADDR – Attention
11	Street Number	174	12	A/N	ubrrecp_street_number	UCRADDR – Street Number
12	Street Pre Directional Code	186	2	A/N	ubrrecp_pdir_code_pre	UCRADDR – Pre Directional Code
13	Street Name	188	30	A/N	ubrrecp_street_name	UCRADDR – Street Name
14	Street Suffix Code	218	6	A/N	ubrrecp_ssfx_code	UCRADDR – Street Suffix
15	Street Post Directional Code	224	2	A/N	ubrrecp_pdir_code_post	UCRADDR – Post Directional Code
16	Unit Type	226	6	A/N	ubrrecp_utyp_code	UCRADDR – Unit Type
17	Unit Number	232	6	A/N	ubrrecp_unit	UCRADDR – Unit Number
18	Address Line2	238	30	A/N	ubrrecp_street_line2	UCRADDR – Street Address 2

Field No	Field Name	Offset	Length	Type	Format	Notes
19	Address Line3	268	30	A/N	ubrrecp_street_line3	UCRADDR – Street Address 3
20	City	298	20	A/N	ubrrecp_city	UCRADDR – City
21	State	318	3	A/N	ubrrecp_stat_code	UCRADDR – State
22	Zip Code	321	11	A/N	ubrrecp_zip_1_5 + '-' + ubrrecp_zip_7_10	UCRADDR – Zip Code
23	Delivery Point	332	2	A/N	ucraddr_delivery_point	
24	Carrier Route	334	4	A/N	ucraddr_car_rte	
25	Nation	338	28	A/N	ubrrecp_nation	UCRADDR – Nation
26	Account Number	366	17	A/N	ucracct_cust+'-'+ucracct_prem	UCRACCT – Customer Code + Premises Code
27	Owner ID	383	9	N	ucbprem_cust_code_owner	
28	Owner Name	392	40	A/N	ucbcust_first_name + ucbcust_last_name	UCBCUST – First and Last Names
29	Bill Cycle Code	432	5	A/N	ucracct_cycl_code	UCRACCT – Account Cycle Code
30	Coap Name 1	437	60	A/N	ucrcoop_code is used to determine the coap name from ucrust.	UCRCOAP – Co-applicant Name
31	Coap Name 2	497	60	A/N	ucrcoop_code is used to determine the coap name from ucrust.	UCRCOAP – Co-applicant Name
32	Coap Name 3	557	60	A/N	ucrcoop_code is used to determine the coap name from ucrust.	UCRCOAP – Co-applicant Name
33	Bill Routing Code	617	5	A/N	ucracct_bill_rout_code	
34	Account Status	622	1	A/N	ucracct_status_ind	
35	Company Code	623	10	A/N	ucracct_company_code	Account Maintenance Table
36	Large Print Ind	633	1	A/N	ucbcust_new	
37	Language Ind	634	5	A/N	ucbcust_new	
38	Alternate Bill Format	639	5	A/N	ucracct_new	
39	Bank Draft Cancelled Indicator	644	1	A/N	ucracct_draft_acct_status	When the Status = C and occurred during the current billing period.
40	Bill History Transaction Number	645	15	N		Value from Bill History Table
41	Credit Rating	660	1	A/N	Calculated	

Field No	Field Name	Offset	Length	Type	Format	Notes
42	Master Bill Print Sequence	661	1	A/N	ucmbil_sub_sort_ind	
43	Bill Sort	662	20	A/N	ucrbill_sort_sequence	
44	Master Bill Number	682	9	N	ucracct_mbil_num	
45	Master Bill Cycle	691	5	A/N	ucmbil_cycl_code	
46	Email Address	696	60	A/N		
47	Pay By Check Ind	756	1	A/N	ucbcust_pay_by_check_ind	
48	User Exit Field	757	120	A/N		Value from User Exit
48	Due Date	757	8	D	Uabopen_due_date	
49	Consolidated Account Flag	765	1	A/N	Ucracct_parent_ind	
50	Bunch Code	766	4	A/N	Ucracct_bunch_code	
51	Third Party	770	9	A/N	Ucracct_cust_code_resp	
52	Delinquency Code	779	4	A/N	Ucracct_dqnt_code	
53	Send Mail	783	1	A/N	Ucracct_mail_ind	
54	Payment Plan Indicator	784	1	A/N	Ucracct_pmnt_arr	
55	Account Message Code	785	4	A/N	Ucracct_bmsg-code	
56	Bill Payer	789	2	A/N	Uwbapms_vendor_code	
57	Next Meter Read Date	791	8	D	Uwmrsc_read_date	
58	Original Loan Prem. Address	799	30	A/N	Uabloan_loan_reference	
59	Payment Plan Balance	829	12	A/N	Uarpyar_balance	
60	Payment Plan Due Date	841	8	D	Uarpyar_date_due	
61	Payment Plan Due Amount	849	12	A/N	Uarpyar_balance	
62	Customer Message Code	861	4	A/N	Ucbcust_bmsg_code	
63	Pay By Check Flag	865	1	A/N	Ucbcust_pay_by_check_ind	
64	Municipality Code	866	2	A/N	Ucbprem_muni_code	
65	Past Due Flag	868	1	A/N		Past due with balance >= 20

Field No	Field Name	Offset	Length	Type	Format	Notes
66	VSI Bill Message Flag	869	1	A/N		AUTO service order created
67	First Bill Flag	870	1	A/N		
68	High Usage Flag	871	1	A/N		
69	Billing Frequency	872	2	A/N		

Field No	Field Name	Offset	Length	Type	Format	Notes
42	Master Bill Print Sequence	661	1	A/N	ucbmbil_sub_sort_ind	
43	Bill Sort	662	20	A/N	ucrbill_sort_sequence	
44	Master Bill Number	682	9	N	ucracct_mbil_num	
45	Master Bill Cycle	691	5	A/N	ucbmbil_cycl_code	
46	Email Address	696	60	A/N		
47	Pay By Check Ind	756	1	A/N	ucbcust_pay_by_check_ind	
48	User Exit Field	757	120	A/N		Value from User Exit
48	Due Date	757	8	D	Uabopen_due_date	
49	Consolidated Account Flag	765	1	A/N	Ucracct_parent_ind	
50	Bunch Code	766	4	A/N	Ucracct_bunch_code	
51	Third Party	770	9	A/N	Ucracct_cust_code_resp	
52	Delinquency Code	779	4	A/N	Ucracct_dqnt_code	
53	Send Mail	783	1	A/N	Ucracct_mail_ind	
54	Payment Plan Indicator	784	1	A/N	Ucracct_pmnt_arr	
55	Account Message Code	785	4	A/N	Ucracct_bmsg_code	
56	Bill Payer	789	2	A/N	Uwbapms_vendor_code	
57	Next Meter Read Date	791	8	D	Uwmrsc_read_date	
58	Original Loan Prem. Address	799	30	A/N	Uabloan_loan_reference	
59	Payment Plan Balance	829	12	A/N	Uarpyar_balance	
60	Payment Plan Due Date	841	8	D	Uarpyar_date_due	
61	Payment Plan Due Amount	849	12	A/N	Uarpyar_balance	
62	Customer Message Code	861	4	A/N	Ucbcust_bmsg_code	
63	Pay By Check Flag	865	1	A/N	Ucbcust_pay_by_check_ind	
64	Municipality Code	866	2	A/N	Ucbprem_muni_code	
65	Past Due Flag	868	1	A/N		Past due with balance >= 20

Service Address Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"ServAddr"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Pre Directional	15	2	A/N	ucbprem_pdir_code_pre	
4	Street Number	17	12	A/N	ucbprem_street_number	UCBPREM - Premises Address
5	Street Name	29	30	A/N	ucbprem_street_name	
6	Suffix	59	6	A/N	ucbprem_sffx_code	
7	Post Directional	65	2	A/N	ucbprem_pdir_code_post	
8	Unit Type	67	6	A/N	ucbprem_utyp_code	
9	Unit	73	6	A/N	ucbprem_unit	
10	City	79	20	A/N	ucbprem_city	
11	State	99	3	A/N	ucbprem_state_code_addr	
12	Zip Code	102	10	A/N	ucbprem_zipc_code	zipc 1-5 + '-' + zipc 7-10
13	Delivery Point	112	2	A/N	ucbprem_delivery_point	
14	Nation	114	5	A/N	ucbprem_natn_code	
15	Rate Jurisdiction Code	119	10	A/N		Part of Rate and Tax going into 3.1
16	Tax Jurisdiction Code	129	10	A/N		Part of Rate and Tax going into 3.1
17	Inside City Ind	139	1	A/N	ucbprem_i_o_city_ind	
18	Account Class	140	2	A/N	Calculated	
19	Account Class Description	142	35	A/N	utvscis_desc	Description of the service class code from the Service Address record.
20	Service Location	177	40	A/N	ucrserv_service_location	

## Weather Information

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"WeatInfo"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Service Number	15	4	N	ucrserv_num	UCRSERV – Service No
4	Service Type Code	19	4	A/N	ucrserv_styp_code	UCRSERV – Service Type
5	Service Category	23	4	A/N	uabopen_scat_code	UCRSERV – Category
6	Current Per Heating Days	27	8	N	nszCurrentPdHeat	UORWEAT - No of heating days for the current billing period
7	Prev Per Heating Days	35	8	N	nszPrevPdHeat	UORWEAT – No of heating days for the previous billing period
8	Last Year Heating Days	43	16	N	nszLastYearHeat	UORWEAT – No of heating days for the previous year
9	Current Per Cooling Days	59	8	N	nszCurrentPdCool	UORWEAT – No of cooling days for the current billing period
10	Prev Per Cooling Days	67	8	N	nszPrevPdCool	UORWEAT – No of cooling days for the previous billing period
11	Last Year Cooling Days	75	16	N	nszLastYearCool	UORWEAT – No of cooling days for the previous year
12	Average Temperature – This Period	91	6	N	Calculated	
13	Average Temperature – 1 bill ago	97	6	N	Calculated	
14	Average Temperature – 2 bill ago	103	6	N	Calculated	
15	Average Temperature – 3 bill ago	109	6	N	Calculated	
16	Average Temperature – 4 bill ago	115	6	N	Calculated	
17	Average Temperature – 5 bill ago	121	6	N	Calculated	
18	Average Temperature – 6 bill ago	127	6	N	Calculated	
19	Average Temperature – 7 bill ago	133	6	N	Calculated	
20	Average Temperature – 8 bill ago	139	6	N	Calculated	



Weather Information

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"WeatInfo"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Service Number	15	4	N	ucrserv_num	UCRSERV – Service No
4	Service Type Code	19	4	A/N	ucrserv_styp_code	UCRSERV – Service Type
5	Service Category	23	4	A/N	uabopen_scat_code	UCRSERV – Category
6	Current Per Heating Days	27	8	N	nszCurrentPdHeat	UORWEAT - No of heating days for the current billing period
7	Prev Per Heating Days	35	8	N	nszPrevPdHeat	UORWEAT – No of heating days for the previous billing period
8	Last Year Heating Days	43	16	N	nszLastYearHeat	UORWEAT – No of heating days for the previous year
9	Current Per Cooling Days	59	8	N	nszCurrentPdCool	UORWEAT – No of cooling days for the current billing period
10	Prev Per Cooling Days	67	8	N	nszPrevPdCool	UORWEAT – No of cooling days for the previous billing period
11	Last Year Cooling Days	75	16	N	nszLastYearCool	UORWEAT – No of cooling days for the previous year
12	Average Temperature – This Period	91	6	N	Calculated	
13	Average Temperature – 1 bill ago	97	6	N	Calculated	
14	Average Temperature – 2 bill ago	103	6	N	Calculated	
15	Average Temperature – 3 bill ago	109	6	N	Calculated	
16	Average Temperature – 4 bill ago	115	6	N	Calculated	
17	Average Temperature – 5 bill ago	121	6	N	Calculated	
18	Average Temperature – 6 bill ago	127	6	N	Calculated	
19	Average Temperature – 7 bill ago	133	6	N	Calculated	
20	Average Temperature – 8 bill ago	139	6	N	Calculated	

## Service Address Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"ServAddr"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Pre Directional	15	2	A/N	ucbprem_pdir_code_pre	
4	Street Number	17	12	A/N	ucbprem_street_number	UCBPREM - Premises Address
5	Street Name	29	30	A/N	ucbprem_street_name	
6	Suffix	59	6	A/N	ucbprem_sffx_code	
7	Post Directional	65	2	A/N	ucbprem_pdir_code_post	
8	Unit Type	67	6	A/N	ucbprem_utyp_code	
9	Unit	73	6	A/N	ucbprem_unit	
10	City	79	20	A/N	ucbprem_city	
11	State	99	3	A/N	ucbprem_state_code_addr	
12	Zip Code	102	10	A/N	ucbprem_zipc_code	zipc 1-5 + '-' + zipc 7-10
13	Delivery Point	112	2	A/N	ucbprem_delivery_point	
14	Nation	114	5	A/N	ucbprem_natn_code	
15	Rate Jurisdiction Code	119	10	A/N		Part of Rate and Tax going into 3.1
16	Tax Jurisdiction Code	129	10	A/N		Part of Rate and Tax going into 3.1
17	Inside City Ind	139	1	A/N	ucbprem_i_o_city_ind	
18	Account Class	140	2	A/N	Calculated	
19	Account Class Description	142	35	A/N	utvscls_desc	Description of the service class code from the Service Address record.
20	Service Location	177	40	A/N	ucrserv_service_location	

Field No	Field Name	Offset	Length	Type	Format	Notes
21	Average Temperature – 9 bill ago	145	6	N	Calculated	
22	Average Temperature – 10 bill ago	151	6	N	Calculated	
23	Average Temperature – 11 bill ago	157	6	N	Calculated	
24	Average Temperature – 12 bill ago	163	6	N	Calculated	
25	Average Temperature – 13 bill ago	169	6	N	Calculated	

*This record can be repeated up to 99 times depending on the System Rule*

Payments Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"Payments"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Previous Balance	15	12	N	prev_bal	Billing amount on Customer's last bill
4	Previous Balance Messg	27	30	A/N	EMPTY	
5	Amount Transferred to Payment Arrangement	57	12	N	uabpyar_total_due	Sum of the Open Items less unapplied payments for the establishment of the Payment Arrangement. Only populated on the 1 <sup>st</sup> bill after the creation of a payment arrangement.
6	Payments Received	69	12	N		Total of all payments received since the last bill. This field could be derived as currently being done and compared to the sum of fields 6 thru 10. They should be equal.  When an adjusted bill is rebilled, logic will sum the total payments received for the cancelled bill history row in the payments received field.
7	Total Net Adjustments	81	12	N	adjustments	The Bill Print Payment record will be updated to display the sum of the adjustments that do not have an origin of UBAMBA or UBACNCL for the cancelled bill, in the Total New Adjustment field.
8	Balance Forward	93	12	N	szBalanceForward	Previous Balance-Posted Payments+ Adjustments +Misc. Adjustments - Amount transferred to Payment Arrangements- Restated Charges+ Amount to Payment Arrangement or transferred back (when arrangement is canceled.)

Payments Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"Payments"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Previous Balance	15	12	N	prev_bal	Billing amount on Customer's last bill
4	Previous Balance Messg	27	30	A/N	EMPTY	
5	Amount Transferred to Payment Arrangement	57	12	N	uabpyar_total_due	Sum of the Open Items less unapplied payments for the establishment of the Payment Arrangement. Only populated on the 1 <sup>st</sup> bill after the creation of a payment arrangement.
6	Payments Received	69	12	N		Total of all payments received since the last bill. This field could be derived as currently being done and compared to the sum of fields 6 thru 10. They should be equal.  When an adjusted bill is rebilled, logic will sum the total payments received for the cancelled bill history row in the payments received field.
7	Total Net Adjustments	81	12	N	adjustments	The Bill Print Payment record will be updated to display the sum of the adjustments that do not have an origin of UBAMBA or UBACNCL for the cancelled bill, in the Total New Adjustment field.
8	Balance Forward	93	12	N	szBalanceForward	Previous Balance-Posted Payments+ Adjustments +Misc. Adjustments - Amount transferred to Payment Arrangements- Restated Charges+ Amount to Payment Arrangement or transferred back (when arrangement is canceled.)

Field No	Field Name	Offset	Length	Type	Format	Notes
21	Average Temperature -- 9 bill ago	145	6	N	Calculated	
22	Average Temperature -- 10 bill ago	151	6	N	Calculated	
23	Average Temperature -- 11 bill ago	157	6	N	Calculated	
24	Average Temperature -- 12 bill ago	163	6	N	Calculated	
25	Average Temperature -- 13 bill ago	169	6	N	Calculated	

*This record can be repeated up to 99 times depending on the System Rule*

Field No	Field Name	Offset	Length	Type	Format	Notes
9	Current Charges	105	12	N		This the sum of charges in the BillDetl TT record unless the account is on Budget.  When an Adjusted Bill is rebilled, logic will sum the new charges/adjustments and any payments that were posted for the cancelled bill in the current charges field.
10	Payment Arrangement Down Payment	117	12	N		Down Payment is only billed on the first bill following the establishment of the Payment Arrangement
11	Payment Arrangement Installment	129	12	N	uarpyar_amt_due	Installment being billed this billing period.
12	Total Charges	141	12	N		Sum of Energy Charges + Payment Arrangement Down Payment + Payment Arrangement Installment Balance.
13	Total Amount Due	153	12	N	szGTotalAmountDue	Balance Forward + Total Charges.
14	Pay Total Amount By	165	11	A/N	account_due_date DD-MON-YYYY	Date calculated during billing
15	Due Now Amount	176	12	N		Charges unpaid as of the Prior Due Date
16	Due Now Message	188	25	A/N	EMPTY	
17	Previous Bill Due Date	213	11	A/N	DD-MON-YYYY	Pay Total Amount By Date from previous bill

Field No	Field Name	Offset	Length	Type	Format	Notes
18	Bk Draft Message	224	60	A/N	CONDITIONAL	<p>One of three messages:</p> <p>If an account has ucracct_draft_start_date &lt; bill print due date, then a message is prepared.</p> <p>ucracct_draft_acct_status = 'P' -- 'Automatic account drafting will begin next month'</p> <p>ucracct_draft_acct_status = 'A' and uobsysc_min_draft_amt &lt; draft amount &lt; ucracct_draft_max - 'DO NOT PAY: your account will be drafted on or after [Date]'</p> <p>all other cases -- 'PLEASE PAY -- amount is greater than the draft maximum amount'</p>
19	Deposit on Hand	284	12	N		Total Deposit Amount Collected - Total Deposit Amount Applied - Total Deposit Refunded.
20	Unpaid Deposit Amount	296	12	N		Total Deposit Amount - Total Deposit Amount Collected - Total Deposit Refunded.
21	Prior Year Contributions	308	12	N		Amount of the Prior Year's Contributions, which is established in the first month of the Current Year.
22	Misc Adjustments	320	12	N		Offsetting entry for the total dollar amount of items being restated on the bill.
23	Amount Canceled from Payment Arrangement	332	12	N		Total of unbilled payment arrangement installments. When a payment arrangement is cancelled/defaulted, the Bill Print process (UBPBILP) will populate this field with the amount transferred from payment arrangement.



Field No	Field Name	Offset	Length	Type	Format	Notes
9	Current Charges	105	12	N		This the sum of charges in the BillDet TT record unless the account is on Budget.  When an Adjusted Bill is rebilled, logic will sum the new charges/adjustments and any payments that were posted for the cancelled bill in the current charges field.
10	Payment Arrangement Down Payment	117	12	N		Down Payment is only billed on the first bill following the establishment of the Payment Arrangement
11	Payment Arrangement Installment	129	12	N	uarpyar_amt_due	Installment being billed this billing period.
12	Total Charges	141	12	N		Sum of Energy Charges + Payment Arrangement Down Payment + Payment Arrangement Installment Balance.
13	Total Amount Due	153	12	N	szGTotalAmountDue	Balance Forward + Total Charges.
14	Pay Total Amount By	165	11	A/N	account_due_date DD-MON-YYYY	Date calculated during billing
15	Due Now Amount	176	12	N		Charges unpaid as of the Prior Due Date
16	Due Now Message	188	25	A/N	EMPTY	
17	Previous Bill Due Date	213	11	A/N	DD-MON-YYYY	Pay Total Amount By Date from previous bill

Field No	Field Name	Offset	Length	Type	Format	Notes
18	Bk Draft Message	224	60	A/N	CONDITIONAL	<p>One of three messages:</p> <p>If an account has ucracct_draft_start_date &lt; bill print due date, then a message is prepared.</p> <p>ucracct_draft_acct_statuses = 'P' - 'Automatic account drafting will begin next month'</p> <p>ucracct_draft_acct_statuses = 'A' and uobsysc_min_draft_amt &lt; draft amount &lt; ucracct_draft_max - 'DO NOT PAY. your account will be drafted on or after [Date]'</p> <p>all other cases - 'PLEASE PAY - amount is greater than the draft maximum amount'</p>
19	Deposit on Hand	284	12	N		Total Deposit Amount Collected - Total Deposit Amount Applied - Total Deposit Refunded.
20	Unpaid Deposit Amount	296	12	N		Total Deposit Amount - Total Deposit Amount Collected - Total Deposit Refunded.
21	Prior Year Contributions	308	12	N		Amount of the Prior Year's Contributions, which is established in the first month of the Current Year.
22	Misc Adjustments	320	12	N		Offsetting entry for the total dollar amount of items being restated on the bill.
23	Amount Canceled from Payment Arrangement	332	12	N		Total of unbilled payment arrangement installments. When a payment arrangement is cancelled/defaulted, the Bill Print process (UBPBILP) will populate this field with the amount transferred from payment arrangement.

Payment Detail Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"PymtDet"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Payment Sequence Number	15	2	N		
4	EA Provider Code	17	4	N		
5	Payment Rate Code	21	4	A/N		
6	Payment Amount	25	12	N		
7	Payment Date	37	11	A/N	DD-MON-YYYY	
8	Spontaneous Contribution Ind	48	1	A/N		
9	Payment Reversal Reason	49	4	A/N		

Budget Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"BudgInfo"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Service Number	15	4	N	uabopen_serv_num	Open Item Service No
4	Service Type Code	19	4	A/N	ucrserv_styp_code	Service Type
5	Service Category	23	4	A/N	uabopen_scat_code	Open Item Service Category
6	Budget Charge	27	12	N	tmp_mtd_budget_charge	UABBUDG - Budgeted amount
7	Actual Charge	39	12	N	tmp_mtd_actual_charge	Actual amount associated with the actual consumption
8	Variance	51	12	N	mtd_budget_variance	The difference between the budget charge and the actual charge
9	Cumulative Variance	63	12	N	ytd_budget_variance	Cumulative difference between the budget charge and the actual charge

Payment Arrangement Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"PymtArrg"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Arrangement Number	15	4	N	uarpyar_arrng_num	
4	Payment Arrangement Type Code	19	4	A/N	uabpyar_pyar_code	
5	Payment Arrangement Type Description	23	35	A/N	utrpyar_desc	
6	Amount To Payment Arrangement	58	12	N	uabpyar_total_due	Sum of the Open Items less unapplied payments for the establishment of the Payment Arrangement. Only populated on the 1 <sup>st</sup> bill after the creation of a payment arrangement.
7	Payment Arrangement Down Payment Charge	70	12	N		
8	Payment Arrangement Installment Charge	82	12	N	uarpyar_balance	This is the payment arrangement installment balance.
9	Current Principal Outstanding	94	12	N		Calculated as the sum of all unbilled Installments
10	Number of Unpaid Installments	106	3	N		Calculated
11	Number of Installments	109	3	N		Calculated

Billing Detail Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"BillDetl"	
2	Detail Type	9	2	A/N		Identifier assigned by Advantage to designate the type of charge
3	Detail Sequence Number	11	5	N		Sequential number assigned to each detail record within a bill
4	Bill Number	16	6	N	billno	Unique identifier of a bill
5	Service Number	22	4	N	uabopen_serv_num	Open Item Service No
6	Service Type Code	26	4	A/N	ucrserv_styp_code	Service Type
7	Service Description	30	35	A/N	ulrstyp_desc	Description of the Service Type Code
8	Service Category	65	4	A/N	uabopen_scat_code	
9	From Date	69	11	A/N	urrshis_action_date MM/DD/YYYY	Date of previous reading
10	From Reading	80	12	N	urrshis_reading	Previous reading
11	From Reading Type	92	4	A/N	urrshis_rtyp_code	Previous reading type ('A'ctual', 'E'stimated', 'R'e-calc of Estimation; BLANK = Re-billed multi-period adjustment SH record)
12	To Date	96	11	A/N	urrshis_action_date MM/DD/YYYY	Date of current reading
13	To Reading	107	12	N	urrshis_reading	Current reading
14	To Reading Type	119	4	A/N	urrshis_rtyp_code	Current reading type ('A'ctual', 'E'stimated)
15	Days of Service	123	3	N	urrshis_dos	Number of days in this billing period for this service.  For metered services, from previous reading date to current reading date.  For non-metered services, from previous charge date to current charge date.
16	Total Consumption	126	15	N	urrshis_consumption	Consumption for this billing period

Field No	Field Name	Offset	Length	Type	Format	Notes
17	Meter Number	141	20	A/N	urshis_invn_code	Meter number entered on the Service Maintenance form (UCASERV)
18	Multiplier	161	9	N	uirial_multiplier	Meter multiplier as entered on the Meter Maintenance form (UIAMTIV)
19	Rate Code	170	4	A/N	uabopen_srat_code	Deposit, rate, or adjustment code
20	Rate Description	174	35	A/N	utvsrat_desc	Tariff Description of the Rate
21	Bill Print Description	209	35	A/N	szutrsratBillPrintDesc	Bill Print Description as entered in UTRSRAT
22	Step Consumption	244	15	N	dGConsumption	Consumption for a step
23	Rate Step	259	10	N	dGPrimaryStep	Per unit charge at this step  The BillDetlSH record will display the sum of the Service Charge Amount field, from the Rate Rules, for each rate used to generate the charges presented on the bill.
24	Charge Amount	269	12	N	dGPrimaryAmt	Step consumption by rate step
25	Mid-Prd Rate Change Ind	281	1	A/N		Indicates that the rate has undergone a mid-period change
26	Recalc of Estimates Ind	282	1	A/N		Indicates charge reflects a recalculation of estimate
27	Budget Charge Indicator	283	1	A/N		Indicates that the charge is covered under budget plan
28	High / Low Indicator	284	1	A/N		"H" or "L" – Indicates reading was flagged as high or low
29	Number of Units	285	8	N		As entered in UCRSERV
30	UOM on Rate	293	4	A/N	utrsrat_utoms_code	From UTRSRAT
31	UOM used in Calculation	297	4	A/N	uirial_uoms_code	
32	HBC Indicator	301	1	A/N	ubbhbc_hbc_value_source	
33	Actual Service Type	302	4	A/N	utrscat_asvc_code	Use the uabopen_scat_code to look up the utrscat_asvc_code.

Field No	Field Name	Offset	Length	Type	Format	Notes
34	Balance Remaining on Loans	306	12	N	Calculated	The Principal Balance for the loan as displayed via UAALOFF.
35	BTU Factor	318	12	N	urrshis_quality_factor	
36	Pressure Zone Factor	330	12	N	urrshis_pressure_factor	
37	Bill Print Sequence Number	342	3	N	utrstrat_seq_num	
38	Service Type	345	4	A/N	ucrserv_styp_code	
39	Average Cost of Service	349	12	N	Calculated	
40	Service Component Number	361	4	N	ucrscomp_num	Only present for Service Component Bill detail records. Service component numbers are unique for each service
41	Service Provider Code	365	10	A/N	ucrscomp_spro_code	For Service Component bill Detail records only – the component provider code.
42	Provider Description	375	60	A/N	utrspro_company_desc	For Service Component bill Detail records only – the component provider description.
43	Tax Exempt Percentage	435	8	N	uarbex_exempt_percent	
44	Connection Size	443	4	N	uirldial_cnsz_code	
45	Meter Serial Number	447	20	A/N	uibminv_serial_num	
46	Manufacturer Code	467	2	A/N		
47	Read Route	469	5	N	ucrserv_route	
48	Consumption Difference	474	12	N	Calculated	Actual Consumption - Billed Consumption on UBICHST
49	BillGen ID	486	10	N		
50	Service Class	496	2	A/N	Calculated	
51	Channel Number	498	2	A/N		
52	Service Class Description	500	35	A/N	utvscls_desc	Description of the service class code from the Bill Detail record. Populated in the SH Bill Detail record.
53	Meter Address	535	54	A/N	ucrserv_location_id	The location id of the meter captured. Populated in SH the Bill Detail record.

Field No.	Field Name	Offset	Length	Type	Format	Notes
54	Billed Consumption	599	15	N	ubbchst_billed_consumption	Populated in SH the Bill Detail record.
55	User Exit Field	614	120	A/N		Value from User Exit
55	First User Exit Field	614	38	A/N		Premises address
56	Suffix	652	6	A/N	Ucbprem_ssf_code	
57	Premise Number	658	7	A/N	Ucracct_prem_code	
58	Meter Number	665	10	A/N	Ucradin_invn_code	
59	Estimate Reason Code	675	4	A/N	Urrshis_reas_code	
60	Original Service Type	679	4	A/N	Ucrserv_styp_code	
61	UOM of Meter	683	4	A/N	Uirdial_uoms_code	



EDI 810C Transaction Pass Through Charges Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"Det#810C"	
2	Detail Type	9	3	A/N	"810"	
3	Detail Sequence Number	12	5	N		
4	Bill Number	17	6	N		
5	Service Number	23	4	N	uabopen_serv_num	
6	Service Type Code	27	4	A/N	ucrserv_styp_code	
7	Service Description	31	30	A/N	utrstyp_desc	
8	Service Category	61	4	A/N	uabopen_scat_code	
9	Pass Through Charge	65	12	N	999999999.99 uabopen_charge	
10	Pass Through External Rate Code	77	10	A/N	uardetc_extn_rate_code	
11	Pass Through Detail	87	12	N	999999999.99 uardetc_detail_charge	
12	Pass Through Charge Description	99	100	A/N	uardetc_charge_desc	
13	Pass Through Charging Entity	199	4	A/N	uabopen_spro_code	
14	Pass Through Bill Message	203	80	A/N	uardetc_bill_message	
15	Service Period Start Date	283	11	A/N	uardetc_ser_period_start DD-MON-YYYY	
16	Service Period End Date	294	11	A/N	uardetc_ser_period_end DD-MON-YYYY	
17	Service Number	305	4	N	uardetc_serv_num	
18	Charge Indicator	309	1	A/N	uardetc_charge_ind	
19	Service Code	310	50	A/N	uardetc_service_code	
20	Charge Classification	360	50	A/N	uardetc_chrg_classification	
21	Tax Percent	410	8	N	uardetc_tax_percent	
22	Tax Exempt Code	418	1	A/N	uardetc_tax_exempt_code	
23	Relationship Indicator	419	1	A/N	uardetc_relationship_ind	
24	External Account Number	420	30	A/N	uardetc_extn_acct_number	

Field No	Field Name	Offset	Length	Type	Format	Notes
25	Amount Basis	450	10	N	uardetc_amount_basis	
26	External Old Account Number	460	30	A/N	uardetc_extn_old_acct_number	
27	Service Delivery Point Code	490	30	A/N	uardetc_sdp_code	
28	Unit of Measure Code	520	4	A/N	uardetc_uom_code	
29	Consumption	524	13	N	uardetc_consump	
30	Meter Identifier	537	30	A/N	uardetc_meter_identifier	
31	Bill Print Sequence Number	567	3	N	uardetc_billprt_seq_num	

EDI 810A Transaction Pass Through Adjustments Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"Detl810A"	
2	Detail Type	9	3	A/N	"810"	
3	Detail Sequence Number	12	5	N		
4	Bill Number	17	6	N		
5	Service Number	23	4	N	uabopen_serv_num	
6	Service Type Code	27	4	A/N	ucrserv_styp_code	
7	Service Description	31	30	A/N	utrstyp_desc	
8	Service Category	61	4	A/N	uabopen_scat_code	
9	Pass Through Adjustment	65	12	N	99999999.99 uabadje_adjustment	
10	Pass Through External Rate Code	77	10	A/N	uardetc_extn_rate_code	
11	Pass Through Adjustment Amount	87	12	N	99999999.99 uardeta_detail_charge	
12	Pass Through Adjustment Description	99	100	A/N	uardeta_charge_desc	
13	Pass Through Charging Entity	199	4	A/N	uabopen_spro_code	
14	Pass Through Bill Message	203	80	A/N	uardeta_bill_message	
15	Service Period Start Date	283	11	A/N	uardeta_ser_period_start DD-MON-YYYY	
16	Service Period End Date	294	11	A/N	uardeta_ser_period_end DD-MON-YYYY	
17	Service Number	305	4	N	uardeta_serv_num	
18	Charge Indicator	309	1	A/N	uardeta_charge_ind	
19	Service Code	310	50	A/N	uardeta_service_code	
20	Charge Classification	360	50	A/N	uardeta_chrg_classification	
21	Tax Percent	410	8	N	uardeta_tax_percent	
22	Tax Exempt Code	418	1	A/N	uardeta_tax_exempt_code	
23	Relationship Indicator	419	1	A/N	uardeta_relationship_ind	
24	External Account Number	420	30	A/N	uardeta_extn_acct_number	

Field No	Field Name	Offset	Length	Type	Format	Notes
25	Amount Basis	450	10	N	uardeta_amount_basis	
26	External Old Account Number	460	30	A/N	uardeta_extn_old_acct_number	
27	Service Delivery Point Code	490	30	A/N	uardeta_sdp_code	
28	Unit of Measure Code	520	4	A/N	uardeta_uom_code	
29	Consumption	524	13	N	uardeta_consump	
30	Meter Identifier	537	30	A/N	uardeta_meter_identifier	
31	Bill Print Sequence Number	567	3	N	uardeta_billprt_seq_num	

History Information Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"HistInfo"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Service Number	15	4	N	uabopen_serv_num	Open Item Service No
4	Service Type Code	19	4	A/N	ucrserv_styp_code	Open Item Service Type
5	Service Category	23	4	A/N	uabopen_scat_code	
6	Reading Date This Period	27	11	A/N	urrshis_action_date DD-MON-YYYY	
7	Consumption This Perd	38	15	N	ubbchst_billed_consump + ubbchst_billed_consump _adj	9999999999.999
8	Cost This Perd	53	12	N	uabopen_billed_chg	99999999.99
9	Days of Svc This Perd	65	3	N	urrshis_dos	
10	Ave Cons This Perd	68	12	N	Calculation	Consumption/Days of Service
11	Reading Date 1 Bill Ago	80	11	A/N	urrshis_action_date DD-MON-YYYY	
12	Consmpn 1 Bill Ago	91	15	N	ubbchst_billed_consump + ubbchst_billed_consump _adj	9999999999.999
13	Cost 1 Bill Ago	106	12	N	uabopen_billed_chg	99999999.99
14	Days of Svc 1 Bill Ago	118	3	N	urrshis_dos	
15	Ave Cons 1 Bill Ago	121	12	N	Calculation	Consumption/Days of Service
16	Reading Date 2 Bill Ago	133	11	A/N	urrshis_action_date DD-MON-YYYY	
17	Consmpn 2 Bills Ago	144	15	N	ubbchst_billed_consump + ubbchst_billed_consump _adj	9999999999.999
18	Cost 2 Bills Ago	159	12	N	uabopen_billed_chg	99999999.99
19	Days of Svc 2 Bills Ago	171	3	N	urrshis_dos	
20	Ave Cons 2 Bills Ago	174	12	N	Calculation	Consumption/Days of Service
21	Reading Date 3 Bill Ago	186	11	A/N	urrshis_action_date DD-MON-YYYY	

Field No	Field Name	Offset	Length	Type	Format	Notes
22	Consumptn 3 Bills Ago	197	15	N	ubbchst_billed_consump + ubbchst_billed_consump _adj	9999999999.999
23	Cost 3 Bills Ago	212	12	N	uabopen_billed_chg	99999999.99
24	Days of Svc 3 Bills Ago	224	3	N	urrshis_dos	
25	Ave Cons 3 Bills Ago	227	12	N	Calculation	Consumption/Days of Service
26	Reading Date 4 Bill Ago	239	11	A/N	urrshis_action_date  DD-MON-YYYY	
27	Consumptn 4 Bills Ago	250	15	N	ubbchst_billed_consump + ubbchst_billed_consump _adj	9999999999.999
28	Cost 4 Bills Ago	265	12	N	uabopen_billed_chg	99999999.99
29	Days of Svc 4 Bills Ago	277	3	N	urrshis_dos	
30	Ave Cons 4 Bills Ago	280	12	N	Calculation	Consumption/Days of Service
31	Reading Date 5 Bill Ago	292	11	A/N	urrshis_action_date  DD-MON-YYYY	
32	Consumptn 5 Bills Ago	303	15	N	ubbchst_billed_consump + ubbchst_billed_consump _adj	9999999999.999
33	Cost 5 Bills Ago	318	12	N	uabopen_billed_chg	99999999.99
34	Days of Svc 5 Bills Ago	330	3	N	urrshis_dos	
35	Ave Cons 5 Bills Ago	333	12	N	Calculation	Consumption/Days of Service
36	Reading Date 6 Bill Ago	345	11	A/N	urrshis_action_date  DD-MON-YYYY	
37	Consumptn 6 Bills Ago	356	15	N	ubbchst_billed_consump + ubbchst_billed_consump _adj	9999999999.999
38	Cost 6 Bills Ago	371	12	N	uabopen_billed_chg	99999999.99
39	Days of Svc 6 Bills Ago	383	3	N	urrshis_dos	
40	Ave Cons 6 Bills Ago	386	12	N	Calculation	Consumption/Days of Service
41	Reading Date 7 Bill Ago	398	11	A/N	urrshis_action_date  DD-MON-YYYY	

Field No	Field Name	Offset	Length	Type	Format	Notes
42	Consumptn 7 Bills Ago	409	15	N	ubbchst_billed_consump + ubbchst_billed_consump_adj	99999999999.999
43	Cost 7 Bills Ago	424	12	N	uabopen_billed_chg	99999999.99
44	Days of Svc 7 Bills Ago	436	3	N	urrshis_dos	
45	Ave Cons 7 Bills Ago	439	12	N	Calculation	Consumption/Days of Service
46	Reading Date 8 Bill Ago	451	11	A/N	urrshis_action_date DD-MON-YYYY	
47	Consumptn 8 Bills Ago	462	15	N	ubbchst_billed_consump + ubbchst_billed_consump_adj	99999999999.999
48	Cost 8 Bills Ago	477	12	N	uabopen_billed_chg	99999999.99
49	Days of Svc 8 Bills Ago	489	3	N	urrshis_dos	
50	Ave Cons 8 Bills Ago	492	12	N	Calculation	Consumption/Days of Service
51	Reading Date 9 Bill Ago	504	11	A/N	urrshis_action_date DD-MON-YYYY	
52	Consumptn 9 Bills Ago	515	15	N	ubbchst_billed_consump + ubbchst_billed_consump_adj	99999999999.999
53	Cost 9 Bills Ago	530	12	N	uabopen_billed_chg	99999999.99
54	Days of Svc 9 Bills Ago	542	3	N	urrshis_dos	
55	Ave Cons 9 Bills Ago	545	12	N	Calculation	Consumption/Days of Service
56	Reading Date 10 Bill Ago	557	11	A/N	urrshis_action_date DD-MON-YYYY	
57	Consumptn 10 Bills Ago	568	15	N	ubbchst_billed_consump + ubbchst_billed_consump_adj	99999999999.999
58	Cost 10 Bills Ago	583	12	N	uabopen_billed_chg	99999999.99
59	Days of Svc 10 Bills Ago	595	3	N	urrshis_dos	
60	Ave Cons 10 Bills Ago	598	12	N	Calculation	Consumption/Days of Service
61	Reading Date 11 Bill Ago	610	11	A/N	urrshis_action_date DD-MON-YYYY	

Field No	Field Name	Offset	Length	Type	Format	Notes
62	Consumptn 11 Bills Ago	621	15	N	ubbchst_billed_consump + ubbchst_billed_consump_adj	9999999999.999
63	Cost 11 Bills Ago	636	12	N	uabopen_billed_chg	99999999.99
64	Days of Svc 11 Bills Ago	648	3	N	urrshis_dos	
65	Ave Cons 11 Bills Ago	651	12	N	Calculation	Consumption/Days of Service
66	Reading Date 12 Bill Ago	663	11	A/N	urrshis_action_date DD-MON-YYYY	
67	Consumptn 12 Bills Ago	674	15	N	ubbchst_billed_consump + ubbchst_billed_consump_adj	9999999999.999
68	Cost 12 Bills Ago	689	12	N	uabopen_billed_chg	99999999.99
69	Days of Svc 12 Bills Ago	701	3	N	urrshis_dos	
70	Ave Cons 12 Bills Ago	704	12	N	Calculation	Consumption/Days of Service
71	Reading Date 13 Bill Ago	716	11	A/N	urrshis_action_date DD-MON-YYYY	
72	Consumptn 13 Bills Ago	727	15	N	ubbchst_billed_consump + ubbchst_billed_consump_adj	9999999999.999
73	Cost 13 Bills Ago	742	12	N	uabopen_billed_chg	99999999.99
74	Days of Svc 13 Bills Ago	754	3	N	urrshis_dos	
75	Ave Cons 13 Bills Ago	757	12	N	Calculation	Consumption/Days of Service

*This record can be repeated up to 99 times depending on System Rules.*

**Message Record**

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"MssgLine"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill



Field No	Field Name	Offset	Length	Type	Format	Notes
3	Message Text	15	255	A/N	ucbcust_bmsg_code OR ucracct_bmsg_code	Both of these codes are used to retrieve the appropriate message from the UTVBMSG table.
4	Message Origin	270	10	A/N		Only present when printing message lines created from UCRBMSG.
5	Service Number	280	4	N		Only present when printing message lines created from UCRBMSG.

Postal Information Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"PstlInfo"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Bunch Code	15	10	A/N	ucracct_bunch_code	
4	Special Handling Code	25	1	A/N		Not currently used
5	Postnet Bar Code – Mail Address	26	80	A/N		Not currently used
6	Scan Line	106	120	A/N		Value from User Exit
7	Stuffer Indicators	226	12	A/N		Value from User Exit

Third Party Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	ThrdPrty	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Third party Customer Code	15	9	N	ucracct_cust_code_resp	
4	Third Party Cust Name	24	60	A/N	ucbcust_first_name + ubccust_middle_name + ucbcust_last_name	The Customer Name in this field is based on the UCRACCT_CUST_CODE_RESP field in the UCBCUST record the account being processed
5	Third Party DBA	84	35	A/N	ucracct_dba	UCRACCT – DBA
6	Third Party Attention	119	30	A/N	ucraddr_street_line1	UCRADDR – Attention
7	Third Party Street Number	149	12	A/N	ucraddr_street_number	UCRADDR – Street Number
8	Third Party Street Pre Directional Code	161	2	A/N	ucraddr_pdir_code_pre	UCRADDR – Pre Directional Code
9	Third Party Street Name	163	30	A/N	ucraddr_street_name	UCRADDR – Street Name
10	Third Party Street Suffix Code	193	6	A/N	ucraddr_ssf_code	UCRADDR – Street Suffix
11	Third Party Street Post Directional Code	199	2	A/N	ucraddr_pdir_code_post	UCRADDR – Post Directional Code
12	Third Party Unit Type	201	6	A/N	ucraddr_utyp_code	UCRADDR – Unit Type
13	Third Party Unit Number	207	6	A/N	ucraddr_unit	UCRADDR – Unit Number

Field No	Field Name	Offset	Length	Type	Format	Notes
14	Third Party Address Line2	213	30	A/N	ucraddr_street_line2	UCRADDR – Street Address 2
15	Third Party Address Line3	243	30	A/N	ucraddr_street_line3	UCRADDR – Street Address 3
16	Third Party City	273	20	A/N	ucraddr_city	UCRADDR – City
17	Third Party State	293	3	A/N	ucraddr_stat_code	UCRADDR – State
18	Third Party Zip Code	296	10	A/N	ucraddr_zip_1_5 + '-' + ucraddr_zip_7_10	UCRADDR – Zip Code
19	Third Party Delivery Point	306	2	A/N	ucraddr_delivery_point	
20	Third Party Carrier Route	308	4	A/N	ucraddr_car_rte	
21	Third Party Nation Code	312	5	A/N	ucraddr_natn_code	UCRADDR – Nation Code

Provider Address Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"ProvAddr"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Service Number	15	4	N	uabopen_serv_num	
4	Service Provider Code	19	10	A/N	ucrsmp_spro_code	Service Component Provider Code
5	Provider Name	29	60	A/N	ucbcust_last_name + ucbcust_first_name	Service Component Provider Name
6	Component Type Code	89	10	A/N	ucrsmp_scty_code	Service Component Type
7	Component Type Code Description	99	60	A/N	utvvals_desc	Service Component Type Description
8	Pre Directional	159	2	A/N	ucraddr_pdir_code_pre	Pre Directional
9	Street Number	161	12	A/N	ucraddr_street_number	Street Number
10	Street Name	173	30	A/N	ucraddr_street_name	Street Name
11	Suffix	203	6	A/N	ucraddr_ssfy_code	Street Suffix
12	Post Directional	209	2	A/N	ucraddr_pdir_code_post	Post Directional
13	Unit Type	211	6	A/N	ucraddr_unit_type	Unit Type
14	Unit	217	6	A/N	ucraddr_unit	Unit Number
15	City	223	20	A/N	ucraddr_city	City
16	State	243	3	A/N	ucraddr_stat_code_addr	State Code
17	Zip Code	246	10	A/N	ucraddr_zipc_code	Zip Code
18	Delivery Point	256	2	A/N	ucraddr_delivery_point	Delivery Point
19	Carrier Route	258	4	A/N	ucraddr_car_rt	Carrier Route
20	Nation	262	5	A/N	ucraddr_natn_code	Nation Code
21	International Access	267	16	A/N	ucrtele_intl_access	International Access
22	Phone Area Code	283	3	A/N	ucrtele_phone_area	Area Code
23	Phone Number	286	7	A/N	ucrtele_phone_number	Phone Number
24	Phone Extension	293	4	A/N	ucrtele_phone_ext	Extension

## Associated Services Information Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Label	1	8		"BillAssi"	
2	Sequence Number	9	5			
3	Bill Number	14	6			
4	Association Type	20	1	A/N		Associated Type from UCRA SRV.
5	Associated Company Code	21	10	A/N		Associated Company Code from UCRA CT.
6	Associated Account	31	17	A/N	ucrasrv_cust_code + '.' + ucrasrv_prem_code	Associated Customer Code from UCRA SRV + Associated Premises Code from UCRA SRV.
7	Associated Service Number	48	4	N	9999	Associated Service Number from UCRA SRV.
8	Associated STYP	52	4	A/N		Associated Service Type from UCRA SRV/UTRSTYP.
9	Associated SCAT	56	4	A/N		Associated Service Category from UCRA SRV.
10	Associated Basis	60	1	A/N		Associated Consumption or Dollars indicator from UCRA SRV.
11	Associated Percent	61	8	N	-999.999	Associated Percent from UCRA SRV.
12	Associated Status	69	1	A/N		Associated Status from UCRA SRV.
13	Associated Start Date	70	11	A/N	DD-MON-YYYY	Associated Start Date from UCRA SRV.
14	Associated End Date	81	11	A/N	DD-MON-YYYY	Associated End Date from UCRA SRV.
15	Associated A/D Indicator	92	1	A/N		Associated Aggregate/Dependent indicator from UCRA SRV.
16	Associated Customer Name	93	60	A/N		Associated Customers First, Middle Initial, Last Name from UCBCUST.
17	Associated Street Number	153	12	A/N		Associated Street Number from UCBPREM.

Field No	Field Name	Offset	Length	Type	Format	Notes
18	Associated Street Pre-Directional	165	2	A/N		Associated Pre-Directional code from UCBPREM.
19	Associated Street Name	167	30	A/N		Associated Street Name from UCBPREM.
20	Associated Street Suffix Code	197	6	A/N		Associated Street Suffix from UCBPREM.
21	Associated Street Post-Directional Code	203	2	A/N		Associated Post-Directional code from UCBPREM.
22	Associated Unit Type	205	6	A/N		Associated Unit Type from UCBPREM.
23	Associated Unit Number	211	6	A/N		Associated Unit Number from UCBPREM.
24	Associated City	217	20	A/N		Associated City from UCBPREM.
25	Associated State	237	3	A/N		Associated State from UCBPREM.
26	Associated Zip Code	240	10	A/N	99999-9999	Associated Zip Code from UCBPREM.
27	Associated Nation	250	5	A/N		Associated Nation from UCBPREM.

Associated Services Consumption Information Record

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Label	1	8		"BillAssc"	
2	Sequence Number	9	5			
3	Bill Number	14	6			
4	Association Type	20	1	A/N		Associated Type from UCRASRV.
5	Associated Percent	21	8	N	-999.999	Associated Percent from UCRASRV.
6	Associated Company Code	29	10	A/N		Associated Company Code from UCRACCT.
7	Associated Account	39	17	A/N	ucasrv_cust_code + '-' + ucasrv_prem_code	Associated Customer Code from UCRASRV + Associated Premises Code from UCRASRV.
8	Associated Service Number	56	4	N	9999	Associated Service Number from UCRASRV.
9	Associated Summed Register Indicator	60	1	A/N		Associated Summed Register Indicator from UCRSERV/UTRSTYP.
10	Associated Meter Number	61	20	A/N		Associated Meter Number from URRSHIS.
11	Associated Meter Serial Number	81	20	A/N		Associated Meter Serial Number from UIBMINV.
12	Associated Reading Type	101	4	A/N		Associated Reading Type Code from URRSHIS.
13	Associated Read Date From	105	11	A/N	MM/DD/YYYY	Associated Previous Read Date from URRSHIS. Action Code = READ.
14	Associated Read Date To	116	11	A/N	MM/DD/YYYY	Associated Current Read Date To from URRSHIS. Action Code = READ.
15	Associated Previous Reading	127	12	N		Associated Previous reading from URRSHIS.
16	Associated Current Reading	139	12	N		Associated Current reading from URRSHIS.

Field No	Field Name	Offset	Length	Type	Format	Notes
17	Associated Consumption	151	15	N	99999999999.999	Associated Current consumption from URRSHIS (adjusted by the meter multiplier).
18	Associated Meter Multiplier	166	8	N	9999.999	Associated Meter Multiplier from URRSHIS.
19	Associated Days of Service	174	3	N	999	Associated DOS value from URRSHIS.
20	Associated Charge Date From	177	11	A/N	DD-MON-YYYY	Associated Previous Charge Date from URRSHIS. Action Code = READ.
21	Associated Charge Date To	188	11	A/N	DD-MON-YYYY	Associated Current Charge Date To from URRSHIS. Action Code = READ.
22	Associated Actual Consumption	199	15	N	99999999999.999	Associated Actual Consumption from UBBCHST.
23	Associated Adjusted Actual Consumption	214	15	N	99999999999.999	Associated Adjusted Actual Consumption from UBBCHST.
24	Associated Billed Consumption	229	15	N	99999999999.999	Associated Billed Consumption from UBBCHST.
25	Associated Adjusted Billed Consumption	244	15	N	99999999999.999	Associated Adjusted Billed Consumption from UBBCHST.
26	Associated Consumption w/ Applied Adjustments	259	15	N	99999999999.999	Associated Calculated Consumption from UBBCHST.
27	Meter UOM	274	4	A/N		Meter Unit of Measure from UBBCHST.
28	Billed UOM	278	4	A/N		Billed Unit of Measure from UBBCHST.
29	User Exit Field	282	120	A/N		Value from User Exit
29	First User Exit Field	282	38	A/N		Premises address
30	Suffix	320	6	A/N	Ucbprem_ssfx_code	
31	Premise Number	326	7	A/N	Ucracct_prem_code	
32	Meter Number	333	10	A/N	Ucradin_invn_code	
33	Estimate Reason Code	343	4	A/N	Urrshis_reas_code	
34	Original Service Type	347	4	A/N	Ucrserv_styp_code	



Field No	Field Name	Offset	Length	Type	Format	Notes
35	UOM of Meter	351	4	A/N	Urdial_uoms_code	

**Bill End Record**

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"Bill_End"	
2	Bill Number	9	6	N	billno	Unique identifier of a bill
3	Bill End Marker Record	15	8	A/N	"UBPBILP1"	

*This record is last record for an account.*

**Trailer Record**

Field No	Field Name	Offset	Length	Type	Format	Notes
1	Record Type Label	1	8	A/N	"Trailer"	
2	Number of Extracts	9	6	N	999999	Sum of the # of BillHead records.
3	Total Amount Due	15	12	N	9999999999 99	Sum of the Total Amount Due for all accounts.

## Optional Add-Ons to Price: Item # 25

### Electronic Billing & Payment Services

#### **Setup and Site Branding**

BGMS will work with LFUCG on design of the basic "look and feel" of the electronic billing portal. This is difficult to estimate without additional information however this may give you a general idea.

Low end integration with no integrated API -- approximate cost \$1000. Fully integrated API custom site in the range of \$15,000.

#### **Electronic Document (image) storage**

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

#### **E Bill Presentment / Secure Online Retrieval**

E-Mail with PDF or Email with link to view bill on line                      \$ .09 / each

#### **Monthly Hosting**

Hosting of LFUCGs branded secure electronic billing portal      \$ 250 / month

#### **Estimated Payment Transaction Fees for VISA, MasterCard, Discover**

**Option 1:**    Merchant Account Created Through BlueGrass  
                    LFUCG charges a convenience fee to customer

**Cost:** Full Interchange Rate (published)  
          + 10 Basis Points (of total paid)  
          + \$ .10 per transaction

**Option 2:**    Merchant Account Created Through BlueGrass  
                    LFUCG does NOT charge a convenience fee to customer

**Cost:** Special Utility Interchange Rate (published)  
          (\$ .75 Personal Credit Card / \$1.50 Commercial Credit Card)  
          + 10 Basis Points (of total paid)  
          + \$ .10 per transaction

Optional Add-Ons to Price: Item # 25  
Electronic Billing & Payment Services

**Estimated Payment Transaction Fees (continued)**

**Option 3:** Merchant Account Held Through Another Vendor

**Cost:** Pass through service  
\$.20 per transaction

BlueGrass is available to discuss any of the above procedures and/or costs with LFUCG at any time.

# BLUEGRASS

MAILING | DATA | FULFILLMENT



## Bills and Statements E-Billing Transpromo

### Complete, verified and cost-conscious processing

BlueGrass Mailing can process your invoices and statements using the latest techniques to print, verify and route high volume delivery. We manage your database to do selective insertion and camera verification to ensure accuracy. You can rest assured that each of your customers will receive the right statement with the right insert. Check out these other services that INCREASE VALUE and DECREASE COST.

### eBill Presentment - "Paperless Bills"

eBill presentment is a process a lot of big companies use to deliver "paperless bills". By allowing your customers to "opt-in" to receiving statements electronically, you reduce costs, give a better customer experience, and in many cases get paid faster. In the past, the opt-in/opt-out process needed to be managed as an IT project, making it available only to large businesses. But, we've invested in technology and have developed the skills to set you up and handle all the details. We can manage your customer list and send out your customers' desired form of communication, electronic or paper as your customer chooses. No IT support needed. We can do it for you.

### TransPromo

Sending out monthly statements and invoices is thought of as an unavoidable cost. But, with the clever use of some new technology, we can make this an opportunity to create interest in your products or services and actually generate extra revenue. Here's how. Every invoice or statement has some extra white space on it. This is usually down near where the invoice total is. We know from studies that 97% of your customers look at that number. When 97% of your customers look at something, it just makes sense to take that opportunity to talk to them. Why not print an offer that highlights your product or service? And, since you know who the statement is going to, we can pull information from your database and print a custom tailored message specifically to them. This is called TransPromo, or Transactional Promotion. By putting the white space on your statements to work, you can create interest in your products and generate extra revenue. We can implement and manage the whole process for you. Give us a call to find out how simple it is to start offsetting your invoice expense each month with TransPromo.

# ePaymentsNetwork

Payments Processing with TokenCard™

PCI-DSS Verified Level 1 Service Provider

TokenCard™

ePaymentsNetwork Gateway

Merchant Accounts

Credit Card Processing

ACH Origination

eChecks

Remittance Processing

ePaymentsNetwork is a DBA of Transaction Processing Partners of Texas, Inc.

- **PCI-DSS Verified Level 1 Service Provider**

- Highest level of security attainable – able to process an unlimited number of transactions annually.
  - Annual on-site evaluation by certified Security Assessor
  - Quarterly scans by third party
- Registered with Visa and MasterCard
- Listed on Visa and MasterCard web sites.
- Data Center is SSAE 16 compliant

**PCI-DSS: Payment Card Industry – Data Security Standard**

[Simplified video of PCI requirements on youtube.com](#)

## • Key Points

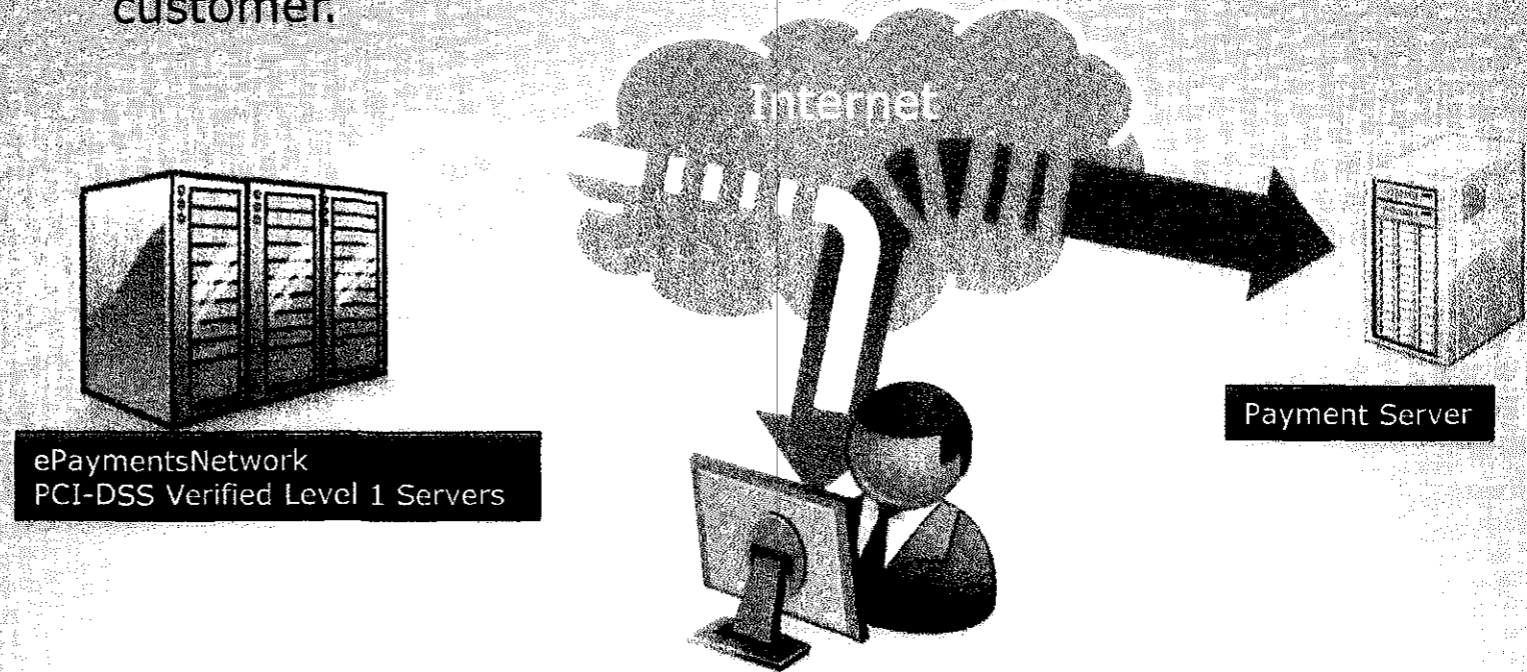
- Takes the PAIN out of PCI-DSS compliance
- Eliminates PCI-DSS compliance for transmitting and storing cardholder data
- Easy to use, transparent to the user
- ePaymentsNetwork Servers are housed in a 30,000 Sq. Ft., SAS-70 certified, facility
- Free API/SDK available for developers
- Easy implementation using web services

## TokenCard™ – Key Points

Transaction Processing Partners of Texas, Inc. DBA ePaymentsNetwork is a registered ISO and MSP of HSBC Bank National Association, Buffalo, NY.

- **Secure payment card capture**

- ePaymentsNetwork's proprietary TokenCard™ process enables compliance of PCI-DSS for transmitting cardholder information by creating a secure "tunnel", through your payment software, to our PCI verified system, during card data entry by your customer.

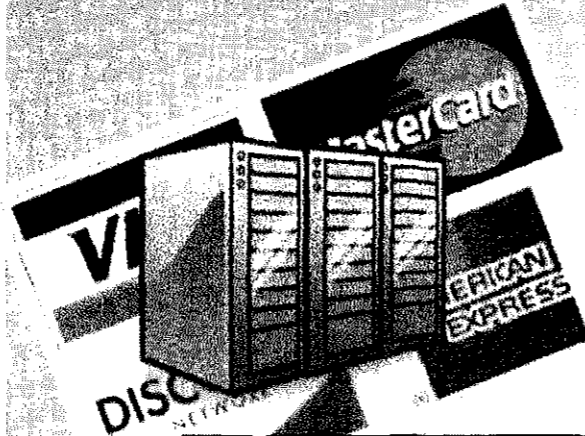


## TokenCard™ Data Capture

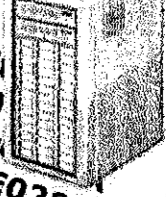


- **Secure Card Data Storage**

- TokenCard™ ensures your PCI compliance by storing cardholder information on our PCI-DSS Verified Level 1 Servers. You never store cardholder information only a "token".



ePaymentsNetwork  
PCI-DSS Verified Level 1 Servers



Customer Record  
Name: **Bill Smith**  
Address: **123 W. Main St.  
Anywhere, CA**  
Token: **AF208382DE0283**

Payment Server

# TokenCard™ Data Storage

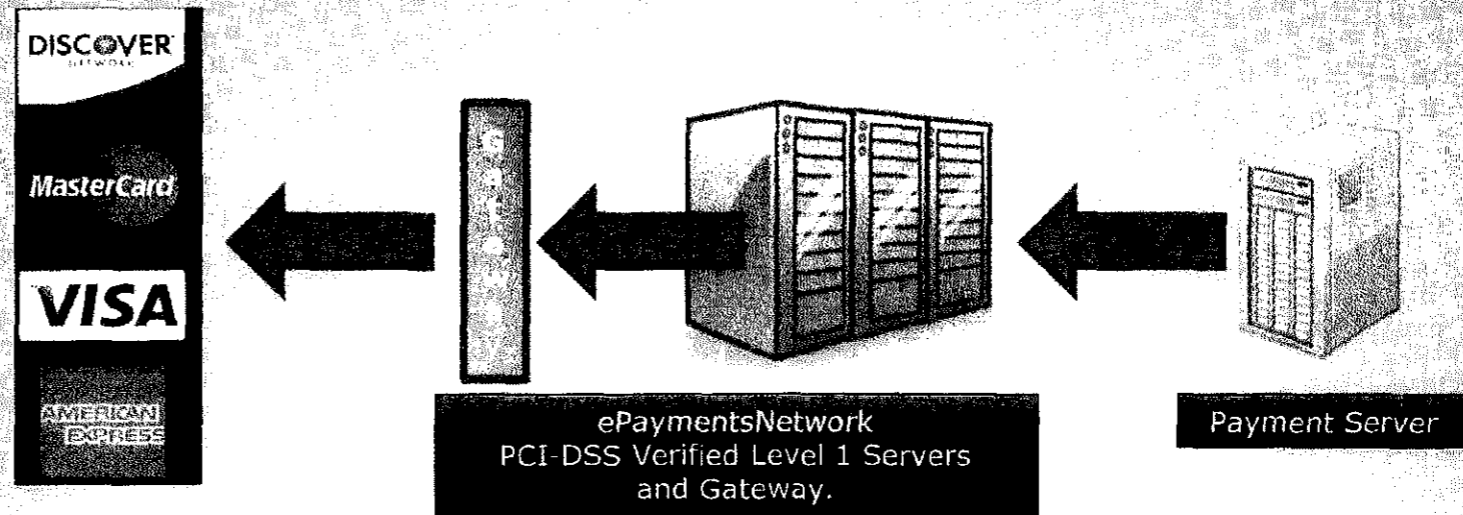
- **Payment authorization with TokenCard**

Uluro Server transmits a TokenCard™ number, instead of a credit card number, along with payment information to ePaymentsNetwork.

ePaymentsNetwork replaces the TokenCard™ with the previously stored real card number.

ePaymentsNetwork Gateway obtains authorization for the payment transaction

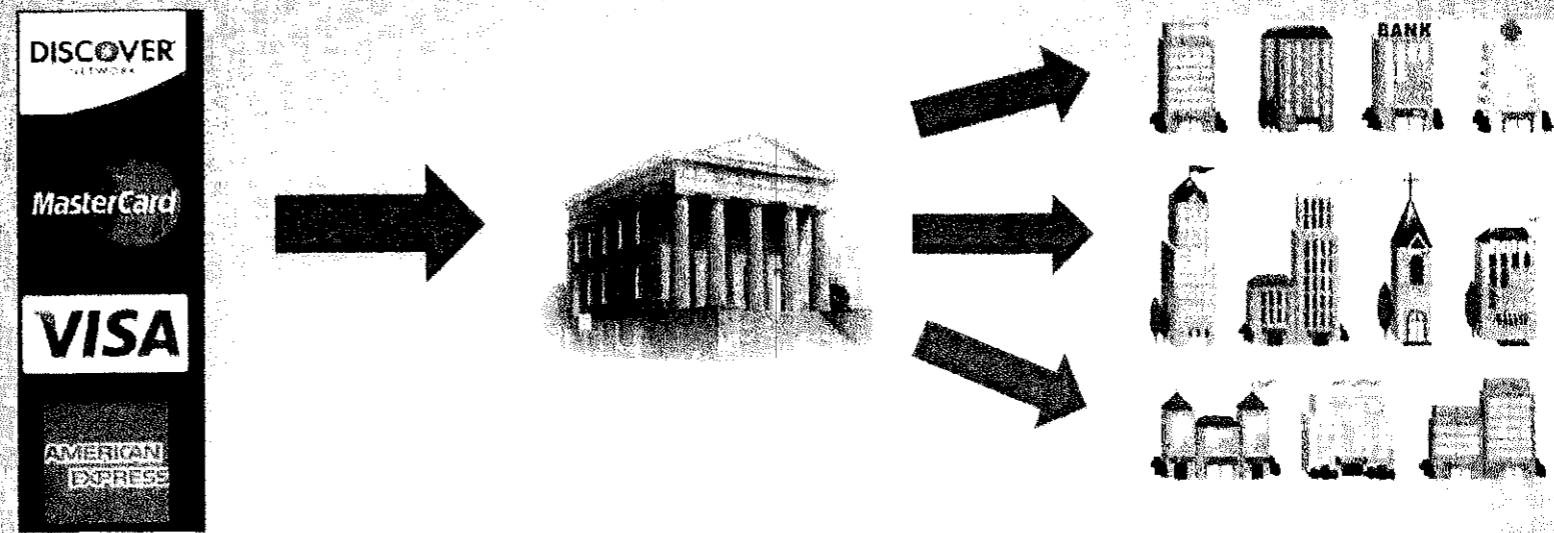
TokenCard™ tokens can be safely stored and re-used for recurring payments



# TokenCard™ Payment Authorization

## • Settlement

- The Acquiring Bank receives funds from the Issuing Banks for each transaction processed by your Bill Payment Server.
- The Acquiring Bank deposits funds, less fees, to each merchant's bank account.



# TokenCard™ - Settlement



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Daskell  
Commissioner

**ADDENDUM #2**

Bid Number: **#67-2012**

Date: May 17, 2012

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

Address inquiries to:  
Theresa Maynard  
(859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

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

Todd Slatin, Acting Director

Division of Central Purchasing

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

BID OF: BlueGrass Mailing, Data & Fulfillment Services

ADDRESS: 833 Nandino Blvd, Lexington KY 40511

SIGNATURE OF BIDDER:

## More Questions on Bid #167-2012

### General:

1. Please provide samples of your Invoices, Past Due Notices, Other Letters and envelopes.  
Not yet developed, we have no samples.

2. Is the same #10 mailing envelope used for all invoices, notices and letters? If not, please identify which documents require separate #10 envelopes.  
Yes.

3. For the Invoices, Past Due Notices and Letters that are specified as Duplex, is the back side static information or is variable printing required on the back side?  
Back is static.

4. Do the Past Due Notices share the same layout as the regular bills with additional text or color, or is the notice a completely different layout?  
Not yet designed.

5. Do the simplex and duplex letters use the same letterhead?  
Unknown at this time.

6. Please provide estimated monthly or annual quantities for:

- Past Due Notices
- Other Letters (duplex)
- Other Letters (simplex)
- Flats

Unknown at this time.

7. Are the flats mailed in 9 x 12 envelopes? If so, are they also pre-printed or double window with an address coversheet.  
We do not expect flats to mail in 9 x 12 envelopes.

8. Are 6 x 9 envelopes leveraged for multi-page bills with 6 - 13 pages?  
This is not anticipated.

9. Are all bidders required to use Green Seal certified papers?  
Yes, where available.

10. Who is your current vendor?  
Kentucky American Water has been sending out these bills for LFUCG, as part of the overall utility billing contract.

11. If possible, please provide the vendors current cost per bill to LFUCG.  
It was part of the overall contract with the utility.

### In the requirements table that begins on page 2 of the specifications:

12. Item 2 - will all files required to be included in the late afternoon mail be sent around 9:00 pm the previous night and no later than 8:00 am the day of mailing?  
Yes.

13. Item 9 - which documents require laser printed spot color (Black+1 color), as this affects the cost.  
Unknown until documents are designed.

14. Item 17 - does the 12 month bill archive need to be accessible online to business office staff, customers, or both, or is this just for backup and retention purposes? If online, who will need access?

As this will be a new service for LFUCG, please recommend and quote your suggested approach. LFUCG is interested in all ways to leverage bill archives, especially providing online access to this information to call center staff.

**Pricing:**

15. Item 7 - A 2 color logo is specified for the #9 business reply envelopes. These are usually generic as the customer fills in their own return address in the upper left corner and the address on the bill stub appears in the envelope window. Where would the logo be printed?

This is unknown since the bill and documents have not been designed yet. For bidding purposes, bid assuming no printing on the front, 1 color on the back; the logo could go on the back; and it could be a single color to keep costs down.

**For electronic billing and payment services:**

1. Will the customer enrollment process for online billing and payments be handled by the Ventyx system or will we need to provide the customer facing enrollment module?

LFUCG's new billing agent, GCWW, will develop, implement & maintain the customer facing enrollment process & integrate the backend with Customer Suite.

2. What electronic delivery methods are desired? (online presentment, e-mail delivery, fax, etc.)

LFUCG is open to many options. Please make your recommendation based on industry best practices.

3. For online payments, will the cost of the service and transaction fees be absorbed by LFUCG or paid for by a convenience fee charged to the end customer?

Paid by convenience fee charged to end user.

# **BLUEGRASS**

---

MAILING | DATA | FULFILLMENT

**PROPOSAL FOR  
PRINT AND MAILING SERVICES  
FOR  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

**May 22, 2012**

**CONFIDENTIAL**

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May 22, 2012

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

BlueGrass Mailing, Data and Fulfillment Services would like to submit for your approval a proposal for Bid Number #67-2012 Print & Mailing Services – Sewer, Landfill & Water Quality Fees.

BlueGrass Mailing, Data and Fulfillment Services (BGMS) serves as a full service direct marketing company with a diverse staff. For the last 37 years, BGMS has been partnering with their clients to be a complete mailing and marketing solution. We are specialists in direct marketing, communications, billing solutions and fundraising in a variety of mail, e-mail, data and fulfillment processing from concept to implementation.

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

We feel comfortable with invoicing and statement processing as we currently partner with other companies to perform all tasks associated with the receipt of data, printing of invoices, mail processing and e-bill presentment.

All of these assets make BGMS a clear choice as a complete solution for printing and mailing services. Please feel free to contact, Jim Buzard via phone 859-231-7272 or email [Jim.Buzard@bgmailing.com](mailto:Jim.Buzard@bgmailing.com) if you need additional information or have questions. We are always available to meet with LFUCG to discuss any items contain herein. In the following pages we have included the documents that pertain to the printing and mailing services proposal.

Sincerely,



Jim Buzard

Business Development  
BlueGrass Mailing, Data & Fulfillment Services

## Executive Summary & Professional Qualifications

BlueGrass Mailing, Data and Fulfillment Services (BGMS) is submitting for LFUCG's approval a proposal for Bid Number #67-2012 Print & Mailing Services – Sewer, Landfill & Water Quality fees.

BGMS understands LFUCG's goals of the print and mailing project to be the following:

- Meet stringent deadlines for printing and mailing
- Ensure print quality for invoices, statements, letters and inserts
- Implement procedures for protection of sensitive data
- Printing of #10 envelopes, #9 reply envelopes, forms, documents
- Provide warehousing of printed items
- Provide daily, monthly and annual reports of material useage
- Provide daily, monthly and annual reports of postage useage

BGMS understands LFUCG's printing and mailing target dates. Deadlines are requirements – not goals. Our team works together seamlessly to meet those deadlines. BGMS is well prepared to receive data via a secure FTP and process data, print, insert and mail the complete data file within 24 hours of receipt.

- We treat all client data as private and confidential. BGMS would manage all LFUCG statements and invoices as sensitive data. Our SAS70 certification outlines our processes for maintaining the security of client data. While adhering to the SAS70 requirements, BGMS also utilizes the latest print management software. These tools help to ensure data integrity, security and various levels of quality benchmarks as well as complete tracking and secure processing through out the document creation and delivery process.

BGMS has an on site graphics design team that are fully versed in creation and development of invoices, statements, letters as well as general document design. LFUCG would have the ability to request document revisions. The requested revisions would be completed within 72 hours.

All data transmission will include quality control techniques to ensure a high level of quality. A multi-level system of data validation is performed to verify aspects such as file structure, record count, check for duplicate file transmissions, etc.

BGMS works directly with LFUCG to allow for online proofing of all documents, statements and invoices via a secure web browser. This allows LFUCG to approve or omit any document prior to printing.

The use of high speed printers allows for timely processing of all documents on a daily basis. Multi-layers of QC are followed to ensure continuous quality during print production.

Once data has been printed, the documents are collated, folded, inserted into envelopes and metered with first class postage. During mail processing, several quality proven techniques are followed to ensure there are no errors incurred. BGMS uses the latest in "intelligent inserting" that utilizes 2D barcodes, OMR marks and/or camera systems. These systems are paramount to the processing of sensitive documents.

BGMS is capable of presenting all invoices, statements and documents electronically to the recipient. Our e-bill presentment system also allows for a LFUCG branded website where LFUCG customer service staff could view documents while handling customer calls. This system also serves as a secure portal for customers to view their documents online.

Envelopes will be produced in bulk quantities. We will store all items in our environmentally controlled, secure facility and maintain inventories of such items.

All processes are performed on site at BlueGrass Mailing Data and Fulfillment Services located at 833 Nandino Boulevard, Lexington KY.

## Professional Qualifications & Specialized Experience

### Jim Buzard: Account Manager

Jim has been serving BGMS clients for a total of 28 years. With his longevity, Jim brings to the team a wealth of mailing and postal knowledge. Jim currently serves as the main point of contact for processing of LFUCG mailings. His role would continue under the proposed services. Jim would be responsible for daily interactions with LFUCG to help facilitate all projects.

### John Young: Director of Sales

John has been helping clients meeting their needs since 1993. He has worked with various clients to develop a strategy to maximize their marketing or invoicing needs. John is knowledgeable in all aspects of invoice processing such as printing, mailing, postage and e-bill presentment. His nearly 20 years of mailing experience as well as his continuing education in new technologies and products, makes John a valuable asset to BGMS as well as our clients.

### Tom Patterson: IT Manager

Tom has directed all BGMS data management and IT tasks since 1987. Tom's daily responsibilities include creating the data flow and work processes for the dispensation of data and print production. While serving in this role with BGMS, Tom has worked with various business types such as: banks, utilities and manufacturing. Tom's experience with a wide range of data types and print management software puts BGMS in the forefront of laser and digital printing.

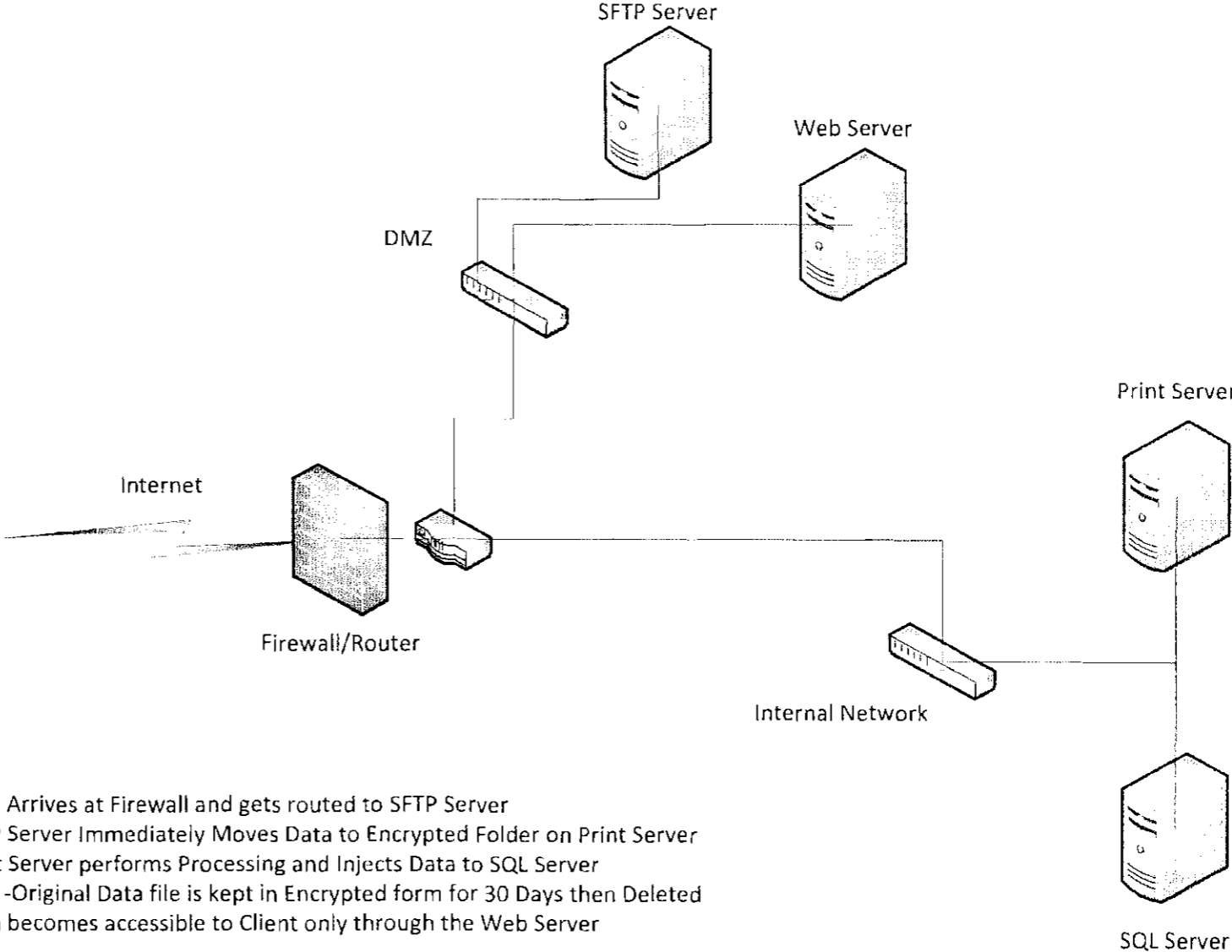
### Sandy Collins: Inserting Manager

Sandy has 18 years of mail processing experience. She has worked in all aspects of mailing such as: inkjet addressing; bindery and mail sortation. She currently serves as the Inserting Manager at BGMS. Her duties are to oversee daily collation, folding, inserting and metering of client's materials within the stringent time frames required. Her knowledge of the complexities of processing sensitive data is a valuable asset to BGMS. Sandy has been the lead team member in processing sensitive documents for the past 10 years and is very comfortable with managing such products. She works daily on assignments containing confidential data and is skilled at managing those projects and/or directing other team members in the process.

## Overview of BlueGrass Capabilities

- Document design services
- Secure receipt of data
- Secure printing of documents
- Electronic document presentment (ebilling)
- Intelligent inserting with the use of OMR, 2D & 3of9 barcodes
- Maximize postal discounts
- Archiving of documents
- Daily, weekly and monthly inventory reports
- Daily, weekly and monthly postage usage reports
- Comprehensive management and implementation of the proposed solution

# BlueGrass Mailing Data Flow



1. Data Arrives at Firewall and gets routed to SFTP Server
2. SFTP Server Immediately Moves Data to Encrypted Folder on Print Server
3. Print Server performs Processing and Injects Data to SQL Server  
-Original Data file is kept in Encrypted form for 30 Days then Deleted
4. Data becomes accessible to Client only through the Web Server

## Proposal for Maximized Benefit

### **Use of TransPromo and inserts to offset mailing costs**

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

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

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

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

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

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

To learn more, please visit our website at: [www.bgmailing.com](http://www.bgmailing.com)



Service Address	
From	To

Account No.	E-ID
153471	
Due Date for Current Charges	Amount Due After Due Date
SEPT-18	\$ 5200.00
<b>Amount Due</b>	<b>\$ 5180.00</b>

Service	Unit Cost	Discount	Amount
Design & Proofing	200.00	-20.00	180.00
Print / Cut / Deliver	5000.00	0.00	5000.00
<b>Previous Balances</b>	<b>Net Payments</b>	<b>Past Due Balances</b>	<b>TOTAL</b>
0.00		0.00	5180.00

It's been a pleasure working with you!

Return this portion with your payment.



John Q. Smith  
1920 High Street  
Anytown, USA 12345

Account No.	E-ID
153471	
Due Date for Current Charges	Amount Due After Due Date
SEPT-18	\$5200.00
<b>Amount Due</b>	<b>\$5180.00</b>
<b>Amount Enclosed</b>	

If paying with a credit card please complete all required information on the back

**Exhibit A**  
Lexington Fayette Urban County Government

**BLUEGRASS**  
MAILING | DATA | FULFILLMENT





<b>Service Address</b>	
<b>From</b>	<b>To</b>

<b>Account No.</b>	<b>E-ID</b>
153471	
<b>Due Date for Current Charges</b>	<b>Amount Due After Due Date</b>
SEPT-18	\$ 5200.00
<b>Amount Due</b>	<b>\$ 5180.00</b>

Service	Unit Cost	Discount	Amount
Design & Proofing	200.00	-20.00	180.00
Print / Cut / Deliver	5000.00	0.00	5000.00
<b>Previous Balances</b>	<b>Net Payments</b>	<b>Past Due Balances</b>	<b>TOTAL</b>
0.00		0.00	5180.00

It's been a pleasure working with you!



Return this portion with your payment.



John Q. Smith  
1920 High Street  
Anytown, USA 12345

<b>Account No.</b>	<b>E-ID</b>
153471	
<b>Due Date for Current Charges</b>	<b>Amount Due After Due Date</b>
SEPT-18	\$5200.00
<b>Amount Due</b>	<b>\$5180.00</b>
<b>Amount Enclosed</b>	

If paying with a credit card please complete all required information on the back.

**Exhibit B**  
Lexington Fayette Urban County Government

**BLUEGRASS**  
MAILING | DATA | FULFILLMENT

**BlueGrass Mailing, Data & Fulfillment Services**  
**Independent Report on Controls Placed in Operation**  
**under Statement on Auditing Standards No. 70,**  
**as amended ("SAS 70")**  
**As of May 31, 2011**

**BlueGrass Mailing, Data & Fulfillment Services**  
**Independent Report on Controls Placed in Operation under SAS 70, as amended**

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As of May 31, 2011

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Mountjoy  
Chilton  
Medley

## Independent Service Auditor's Report

### To BlueGrass Mailing, Data & Fulfillment Services

We have examined the accompanying description of controls applicable to services provided by BlueGrass Mailing, Data & Fulfillment Services ("BG Mailing" or "the Company"). Our examination included procedures to obtain reasonable assurance about whether (1) the accompanying description presents fairly, in all material respects, the aspects of BG Mailing's controls that may be relevant to a user organization's internal control as it relates to an audit of financial statements, (2) the controls included in the description were suitably designed to achieve the control objectives specified in the description, if those controls were complied with satisfactorily and user organizations applied the controls contemplated in the design of BG Mailing's controls, and (3) such controls had been placed in operation as of May 31, 2011. The control objectives were specified by management of BG Mailing. Our examination was performed in accordance with standards established by the American Institute of Certified Public Accountants and included those procedures we considered necessary in the circumstances to obtain a reasonable basis for rendering our opinion.

We did not perform procedures to determine the operating effectiveness of controls for any period. Accordingly, we express no opinion on the operating effectiveness of any aspects of BG Mailing's controls, individually or in the aggregate.

In our opinion, the accompanying description of the aforementioned controls presents fairly, in all material respects, the relevant aspects of BG Mailing's controls related to its services that had been placed in operation as of May 31, 2011. Also, in our opinion, the controls, as described, are suitably designed to provide reasonable assurance the specified control objectives would be achieved if the described controls were complied with satisfactorily and user organizations applied the controls contemplated in the design of BG Mailing's controls.

The description of controls at BG Mailing is as of May 31, 2011, and any projection of such information to the future is subject to the risk that, because of change, the description may no longer portray the controls in existence. The potential effectiveness of specified controls at BG Mailing is subject to inherent limitations and, accordingly, errors or fraud may occur and not be detected. Furthermore, the projection of any conclusions, based on our findings, to future periods is subject to the risk those changes to systems or controls, or the failure to make needed changes to systems or controls may alter the validity of such conclusions.

The information included in Section IV of this report is presented by BlueGrass Mailing, Data & Fulfillment to provide additional information to user organizations and is not part of BG Mailing's description of controls placed in operation. The information in Section IV has not been subjected to the procedures applied in the examination of the description of the controls; and accordingly, we express no opinion on it.

This report is intended solely for use by the management of BG Mailing, its clients and the independent auditors of its clients.

Louisville, Kentucky  
June 10, 2011

2000 Meidinger Tower  
462 South Fourth Street  
Louisville, KY 40202

502.749.1900 P  
502.749.1930 F  
www.mcmcpa.com

Louisville  
Lexington  
Covington  
Frankfort

**Section II: Description of Relevant Controls  
Provided by BlueGrass Mailing, Data & Fulfillment Services**

**BlueGrass Mailing Data & Fulfillment Services**  
**Description of Relevant Controls (Continued)**  
**May 31, 2011**

**A. Organizational Overview and General Control Environment**

**About BG Mailing:**

BlueGrass Mailing, Data & Fulfillment Services was founded in 1974. Our physical plant is located at 833 Nandino Blvd in Lexington, Kentucky. Our fleet of service vehicles travels a tri-state area including Kentucky, Ohio and Indiana. Our building has 60,000 square feet which is electronically secure and is temperature controlled even in our receiving/warehousing area. Over the last 35+ years we have grown from a secretarial service with 2 employees to a full service direct marketing company with a staff of over 100.

We are specialists in direct marketing communications, billing solutions and fundraising in a variety of mail, e-mail, data and fulfillment processing from concept to implementation.

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

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

Our goal is to work with each client to customize solutions to accomplish their transactional, marketing or communication objectives through direct mail or email.

*Management Philosophy*

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

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

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

**BlueGrass Mailing Data & Fulfillment Services**  
**Description of Relevant Controls (Continued)**  
**May 31, 2011**

**A. Organizational Overview and General Control Environment (Continued)**

*Control Environment*

BGMailing's control environment reflects the overall attitude, awareness, and actions of the executive management team, and other management members concerning the importance of controls and the emphasis given to controls in policies, procedures, methods, and organizational structure.

BGMailing cultivates a business environment where employees understand their responsibilities and are committed to ethical behavior. The executive management team leads this effort by setting a standard through personal behavior, sound hiring practices, maintaining open lines of communication with employees and owners, and maintaining written policies, procedures and standards of conduct. BGMailing's control environment reflects the proactive nature and awareness of its owners and management. The following is a description of the control environment components at BGMailing:

Management Controls: Management of BGMailing is responsible for directing and controlling operations and for establishing, communicating, and monitoring control policies and procedures. Importance is placed on maintaining sound internal controls and the integrity and ethical values of all BGMailing personnel. Organizational values and behavioral standards are communicated to all personnel through the employee handbook.

The executive management team of BGMailing has ultimate responsibility in overseeing the Company's affairs. The team is composed of the Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operations Officer (COO) and Vice President of Sales. The executive management team meets regularly to discuss matters pertinent to the Company, including review of financial results, technology needs and requirements, key operational changes, client needs, client relations and company accomplishments. The executive management team has developed strategic goals for long-term company planning.

Organizational Structure: The organizational structure of BGMailing provides the overall framework for planning, directing, and controlling operations. BGMailing's structure allows the organization to clearly define responsibilities, lines of reporting and communications, and allows employees to focus on the specific software issues and features affecting its clients. Up-to-date employee handbooks are in place to instruct personnel on routine activities. Employees are also required to acknowledge receipt of an employee handbook, including non-disclosure, non-solicitation confidentiality policies and non-competition agreements on their date of hire.

**BlueGrass Mailing Data & Fulfillment Services**  
**Description of Relevant Controls (Continued)**  
**May 31, 2011**

**A. Organizational Overview and General Control Environment (Continued)**

Organizational Structure (Continued): The Company is organized into five distinct units based on operational workflow and functions:

- Corporate Administration, Finance, Accounting and Human Resources
- Sales & Client Services/Support
- Marketing and Strategic Initiatives
- Operations, Quality, and Product Development
- Enterprise Technology (IT)

Segregation of Functions and Duties: Inherent to internal controls is the principle of segregation of incompatible functions and duties, which is evident throughout the control activities included within this report. BGMailing is structured to delineate responsibilities in a manner that reinforces segregation of duties related to client information and processes.

Human Resources Policies and Procedures: BGMailing's commitment to quality is reflected in the policies and procedures employed for attracting and retaining employees. BGMailing is committed to hire personnel that are talented and knowledgeable in its industry. BGMailing employees combine technical ability with a strong understanding of client service. The level of professionalism throughout the Company is reflective of the success BGMailing has had in attracting top-quality, experienced personnel.

BGMailing has a structured application and interview process, which includes application screening, a screening interview and at least one manager interview. All prospective new employees are required to be approved by the CEO/President and appropriate division manager. The Human Resource Department, through the use of a third-party service provider, performs criminal and other background checks. For any driver position, a Department of Motor Vehicle report is completed as well as drug screening.

New employees must sign an employee handbook acknowledgement. The acknowledgement includes a statement that they have received and read a copy of the employee handbook. This verification is retained in the employees personnel file. The handbook includes, among other items:

- Introduction
- Employment
- Wage and Salary policies
- Employment Benefits
- Absence from Work
- Staff Safety and Health
- Corrective Action
- HIPAA Notices – twice a year
- Sexual Harassment Policy
- Equal Employment Opportunity (EEOC)
- Family Medical Leave Act (FMLA)
- Confidentiality Disclosure



**BlueGrass Mailing Data & Fulfillment Services**  
**Description of Relevant Controls (Continued)**  
**May 31, 2011**

**A. Organizational Overview and General Control Environment (Continued)**

Human Resources Policies and Procedures (Continued): Training of personnel is accomplished through supervised on-the-job training, outside seminars and in-house classes. Certain positions require the completion of special training. Managers are also responsible for encouraging the training and development of employees so all personnel continue to qualify for their functional responsibilities. Formal performance reviews are conducted on an annual basis. Employees are evaluated on objective criteria based on performance. An overall rating (needs improvement, meets job requirements, exceeds job requirements, or outstanding) is assigned.

Insurance: BG Mailing believes it maintains reasonable and adequate amounts and types of insurance coverage, subject to market availability, against major risks facing the organization. Coverage is provided by insurance companies that BG Mailing believes to be financially sound. A regular review of the adequacy of coverage and financial stability of the insurer is carried out by both appropriate management personnel and BG Mailing's external broker.

Risk Assessment: BG Mailing has placed into operation a risk assessment process to identify and manage risks that could affect its ability to provide reliable, consistent, accurate and timely services to its clients. This risk identification process allows BG Mailing to identify significant risks based on the following:

- Management's knowledge of its services and baseline service levels for its current clients
- Monitoring of changes in legal, regulatory, political and environmental laws and regulations which impact BG Mailing's operations
- Monitoring the size and complexity of services to quickly adjust to changes in client needs
- Monitoring of client issues/complaints
- Information security monitoring
- Monitoring of key operational metrics

For any significant risks identified, management is responsible for implementing appropriate measures to monitor and manage these risks (e.g., implementing/revising control procedures, conducting specific audit projects). Actions taken to manage risk from a client's perspective include, among others:

- Establishing and revising policies and procedures to ensure controls are in place to appropriately address changing needs
- Establishing and coordinating appropriate forms, schedules and checklists to be used
- Providing training on processing and reporting standards
- Strengthening of controls to ensure accurate and timely services
- Responding to and acting upon security, business and technology risks identified

**BlueGrass Mailing Data & Fulfillment Services**  
**Description of Relevant Controls (Continued)**  
**May 31, 2011**

**A. Organizational Overview and General Control Environment (Continued)**

Monitoring: The executive management team and other management members are responsible for monitoring and analyzing the quality of internal control performance as a routine part of their daily activities. BGMailing has developed a system that monitors and reports key corporate and departmental measures. These measurements are based upon ensuring BGMailing is providing its clients high levels of service that meets their expectations. Some of the key metrics which are being tracked and monitored include the following:

- On-Time Delivery
- Quality Controls
- Customer Issues
- Efficiency of Processes
- Financial Measures, including Rework costs
- Critical Help Desk Processing

Information and Communication: BGMailing has implemented various methods of communication to ensure all employees understand their individual roles and responsibilities over related controls, to ensure that significant events, changes in processing controls and documentation standards as well as results of key metric tracking are effectively communicated throughout the organization. Executive management and corporate leadership hold periodic meetings to provide insight into strategic direction, key decisions and technology changes. Managers also hold periodic staff meetings as appropriate to address and communicate key processes and control procedures. Employees are required to provide a signature as acknowledgement of receipt and agreement to the information systems policies.

**B. Data and Information Security**

BGMailing has data and information security policies, standards, and procedures to help ensure the confidentiality, integrity, and availability of information technology ("IT") assets owned by the Company. BGMailing has a steering committee that oversees IT and is comprised of principal members of management. Regular meetings are held to report problems, solutions, and requests to the steering committee. The IT department is responsible for monitoring system availability, escalating IT issues, correcting problems and reporting regularly to management.

Physical Security: The central servers and data room are located at the corporate headquarters in Lexington, Kentucky which is secured by both proximity and combination locks which only members of IT and other specifically approved personnel can access. The room has fire suppression units and has separate air conditioning controls to prevent overheating. The servers are protected by uninterrupted power supply ("UPS") units to provide for an orderly shutdown and to eliminate data loss. The data room is monitored for environmental elements. If any of the thresholds are exceeded the appropriate personnel is notified. Access to the corporate office is limited to entry by authorized personnel only.

**BlueGrass Mailing Data & Fulfillment Services**  
**Description of Relevant Controls (Continued)**  
**May 31, 2011**

**B. Data and Information Security (Continued)**

Computer Viruses: BG Mailing has procedures to protect information systems and technology from computer viruses. The procedures express management's commitment to protect information assets. All workstations including laptops are protected with anti-virus software that is regularly updated.

Logical Access: BG Mailing has security policies and procedures to protect logical access to information assets housed within the Company. The policies express BG Mailing's commitment to define and protect information assets. A security banner reminds users of security policies prior to their login to information systems. User account access to software systems is restricted to those employees with a job-related need, and modifications to this access are reviewed and approved by appropriate levels of management. Administrative accounts are restricted in number and are limited to those with a job related role within the organization. Password policies are documented to prevent unauthorized access to software systems. The Company's firewalls, virtual network connections, and intrusion detection software are all current and protect against external threats. Servers and workstations are set to automatically lock after a predetermined inactivity time.

Change Management: Formalized change management systems are in place for any changes made to IT-related tasks, software or related programs. There is proper segregation of IT duties from transaction, processing and accounting duties. Promotion to Live/Production environments is assigned to specific individuals who review and verify updates before they are promoted. BG Mailing is committed to delivering our customer's a quality product. If a change is made to a customer's product, the customer must review it for accuracy and integrity prior to final implementation.

Data Storage: Management has established policies and procedures to protect data stored on mobile computing devices. Laptops are encrypted. When not in use, laptops are secured with locking cables. For all smart phones granted access to BG Mailing information systems, in the event of theft or if the device is stolen, management will remote wipe the data or set it back to factory settings.

Contingency Planning: The BG Mailing information technology department has drafted a disaster recovery plan. The plan includes: emergency contact, multiple off-site storage locations, multiple alternative processing sites and essential server hardware. This plan offers detailed instructions of the processes that are to be performed in the event of unexpected system downtime. The policies address the means by which BG Mailing will restore the technical infrastructure and the operating system.

Data is one of BG Mailing's most valuable assets. In order to protect this asset from loss or destruction, it is imperative that it be safely and securely captured, copied and stored. The goal of the server backup policy is to outline how and when data residing on BG Mailing servers is backed up and stored for the purpose of providing restoration capability. Backups are conducted automatically, using Appassure software. The following are the procedures BG Mailing uses in performing backups.

Key servers are backed up at least every 15 minutes. These backups, called snapshots, are maintained on a server located in the server room. Each snapshot is kept for 1 day. Each hourly snapshot is kept for 2 days. Each daily snapshot is kept for 3 days. Each weekly snapshot is kept for 1 week. Each monthly snapshot is kept for 1 month. Roll-up occurs every night at 11:59pm. Roll-up ensures that each snapshot being kept and maintained is the latest version of data possible. Each snapshot is also replicated to a controlled data facility outside of our region.

**BlueGrass Mailing Data & Fulfillment Services  
Description of Relevant Controls (Continued)  
May 31, 2011**

**B. Data and Information Security (Continued)**

Contingency Planning (Continued): All data is encrypted during transmission, as well as on the cloud server. In the event of system failure, any or all machines can be "spun up" in a virtual environment, allowing access to business critical information and files.

All server logs are kept electronically, and reviewed by assigned IT staff to ensure backups have occurred as required. Any condition that has affected backups will be addressed immediately and monitored by assigned IT staff to ensure the problem is corrected. Problems that cannot be resolved by assigned IT staff will be escalated to the IT manager for resolution. At least semi-annually, backup files are tested to ensure data and program files can be restored.

In the event of a power outage, the UPS systems will provide auxiliary power to the server room and other key computers to allow for an orderly shutdown. An additional function of the UPS systems is to protect the server room from power surges. If the power outage is expected to be significant, then BlueGrass Mailing, Data & Fulfillment Services has procedures in place to take the backup files to an offsite location to begin processing and to procure additional auxiliary power sources for extended power outage periods.

**C. Services Provided to Customers:**

- Invoice/Statement Processing, Printing and Electronic Presentment
- Direct Mail Marketing, Graphic Design and Copywriting
- Mailing List Maintenance, Enhancement and Management
- Variable Digital Full Color Printing
- Direct Mail Fundraising
- Mail, Web and E-Mail Blending
- High Speed Laser Printing
- E-Mail Creation, Sending and Tracking
- Literature and Product Fulfillment - Storage and Distribution with Order Entry and Store Front Systems
- Data Entry and Conversions, Data Processing and Programming, Response Tracking, Data Appending
- Mailing List Creation, Research and Brokering
- Mail Co-Mingling for Postage Discounts, Bar-coding, Drop Shipping
- Publication Subscription Renewal Programs

**BlueGrass Mailing Data & Fulfillment Services**  
**Description of Relevant Controls (Continued)**  
**May 31, 2011**

**C. Services Provided to Customers (Continued):**

- Rebate Processing and Check Printing
- High Speed Mechanical Envelope Inserting with Camera Verification Systems
- Transpromo - Identifying Blank Areas on Invoices and Statements to Print Advertising Content
- International Shipping and Mailing
- Ink Jet Addressing, Mail Metering/Stamping, Folding, Scoring, Perforating, Cutting and Tabbing

BlueGrass Mailing, Data & Fulfillment Services will work with project administrators and key stakeholders to organize documents and products to be added to the Company's platform. Custom software programming and template design will commence after this planning stage. BlueGrass Mailing, Data & Fulfillment Services collaborates across the entire enterprise, from Management to Marketing to Creative to Sales, in order to implement the most efficient and cost-effective platform.

BlueGrass Mailing, Data & Fulfillment Services employs a well-defined and well controlled process to manage and implement change and functional enhancements. This process includes the following steps:

- Customer data received by secure transmission
- Data is checked for accuracy & quantities are confirmed
- Output documents are created based on customer specifications
- Output documents are checked internally for accuracy
- Digital and/or hard copy proofs are provided to the customer
- After approval from customer, output of requested documents is begun
- During output, quality is checked at predetermined intervals

**D. Corporate Governance**

BlueGrass Mailing, Data & Fulfillment Services has policies and procedures in place to ensure the Company maintains adequate insurance coverage and has adequate internal financial controls. The Company maintains normal business insurance policies that management and the Board have deemed adequate.

**BlueGrass Mailing Data & Fulfillment Services**  
**Description of Relevant Controls (Continued)**  
**May 31, 2011**

**E. User Control Considerations**

BlueGrass Mailing, Data & Fulfillment Services' services are designed with the assumption that certain controls will be implemented by the user organizations. It is not reasonable that all necessary and sufficient control objectives related to these services be solely achieved by BGMailing's control procedures. Accordingly, BGMailing clients should establish their own internal controls or procedures to complement those of BlueGrass Mailing, Data & Fulfillment Services. The following client consideration controls should be implemented by clients to provide additional assurance the control objectives surrounding the use of BGMailing services are met. As these items represent only a part of the control considerations that might be pertinent in the client's control environment, client's auditors should exercise judgment in selecting and reviewing these complementary user organization controls.

- Client organizations are responsible for informing BlueGrass Mailing, Data & Fulfillment Services of any regulatory issues that may affect the services provided by BlueGrass Mailing, Data & Fulfillment Services.
- Client organizations are responsible for ensuring BlueGrass Mailing, Data & Fulfillment Services receives timely, written notification of client requests and changes.
- Client organizations are responsible for ensuring confidentiality of any user ID's and passwords assigned to them for use within the BlueGrass Mailing, Data & Fulfillment Services secured FTP site.
- Client organizations are responsible for immediately notifying BlueGrass Mailing, Data & Fulfillment Services of any termination of employees who have access to the secured FTP site.
- Client organizations are responsible for immediately notifying BlueGrass Mailing, Data & Fulfillment Services of any actual or suspected information security breaches, including compromised user accounts.
- Client organizations are responsible for ensuring output received from BlueGrass Mailing, Data & Fulfillment Services is reconciled to client control expectations.
- Client organizations are responsible for ensuring output reports are reviewed by appropriate individuals for completeness and accuracy.
- Client organizations are responsible for ensuring electronic Protected Health Information transmitted to BGMailing is appropriately encrypted.

The list of user organization control considerations presented above is not a comprehensive list of all internal control structure policies and procedures that should be employed by user organizations. Other internal control structure policies and procedures may be required at user organizations.

**Section III**

**Control Objectives and Related Controls**

**BlueGrass Mailing Data & Fulfillment Services  
Control Objectives and Related Controls  
May 31, 2011**

**Information Provided by Service Auditor**

Objectives and Scope of the Examination (Type I)

This report on the internal control structure placed in operation by BlueGrass Mailing, Data & Fulfillment Services is intended to provide interested parties with information sufficient to understand the controls surrounding the services, provided by BlueGrass Mailing, Data & Fulfillment Services. This report, when combined with an understanding of the internal controls in place at user organizations, is intended to assist in the assessment of internal controls surrounding BGMailing services and their impact on user organizations.

The examination was performed in accordance with the AICPA Standards, including Statement on Auditing Standards No. 70, "Service Organizations" as amended by AICPA Statement on Auditing Standards No. 88, "Service Organizations and Reporting on Consistency" (collectively "SAS No. 70"). It is each interested party's responsibility to evaluate this information in relation to the internal control structure in place at each user organization in order to assess the total internal control environment. If an effective user organization internal control structure is not in place, BlueGrass Mailing, Data & Fulfillment Services' internal control structure may not compensate for such weaknesses.

Control Environment

The control environment represents the collective effect of various elements in establishing, enhancing, or mitigating the effectiveness of specific policies, procedures and controls. Our procedures included tests of the relevant elements of BlueGrass Mailing, Data & Fulfillment Services' control environment, including BlueGrass Mailing, Data & Fulfillment Services' organizational structure and approach to segregation of duties, management control methods, personnel policies and practices, risk assessment and monitoring, control activities and information and communication, among others.

Our procedures included the following, to the extent we considered necessary: (a) a review of BlueGrass Mailing, Data & Fulfillment Services' organizational structure, including the segregation of functional responsibilities, personnel policies, and policy and procedure manuals; (b) inquiries of management, operations, administrative and other personnel who are responsible for developing and assuring adherence to and applying internal control structure policies and procedures, (c) observations of personnel in the performance of their assigned duties as well as system and other key documentation that related controls were in place during the period covered by our testing (d) inspection of documents evidencing the performance of the controls stated in the control objectives, among others.



**BlueGrass Mailing Data & Fulfillment Services**  
**Control Objectives and Related Controls**  
**May 31, 2011**

**Control Objective 1:** Controls provide reasonable assurance that policies and procedures are in place to protect customer information.

*Controls Specified by BGMailing:*

- The following Information Systems policies exist and have been approved by an appropriate level of executive management. The policies address system and data security, reliability and management's expectations in these regards:
  - Acceptable Use Policy
  - Anti-Virus Recommended Processes
  - Automatically Forwarded Email Policy
  - Cell Phone Policy
  - Data Backup Policy
  - Email Policy
  - Encryption Policy
  - Information Sensitivity Policy
  - Laptop Security Tips
  - Password Policy
  - Remote Access Policy
  - Virtual Private Network Policy
  - Wireless Access Policy
  - Workstation Security Policy
- Management reviews and updates as necessary all policies annually.
- Employees are required to provide signature as acknowledgement of receipt of and agreement to all of the Information Systems policies.
- Background check is performed on new employees as a condition of hire.
- Applicants have a structured application process which includes an interview and application.
- All new employees receive a copy of the employee handbook and must sign a statement of acknowledgement.

**Control Objective 2:** Controls provide reasonable assurance that the operating and financial viability are assessed and reviewed by management.

*Controls Specified by BGMailing:*

- Financial reports are prepared and reviewed on a monthly basis.
- Results of reviews are reported to management.
- Policies and procedures are updated, reviewed and approved on an annual basis.
- Significant investments in technology are evaluated by management as part of the strategic planning and budgeting process.
- Reasonable and adequate amounts of insurance are kept to protect the Company against major threats.

**BlueGrass Mailing Data & Fulfillment Services**  
**Control Objectives and Related Controls (Continued)**  
**May 31, 2011**

**Information Provided by Service Auditor (Continued)**

**Control Objective 3:** Controls provide reasonable assurance that deployed systems operate as intended by requiring authorization, approval and testing of changes prior to their migration to production.

*Controls Specified by BGMailing:*

- Management has established change management procedures.
- Production environments are restricted to appropriate personnel.
- Data Center manager approves accounts with direct access to production data and reviews these accounts twice a year.
- Data Center manager performs an impact analysis to determine what will be affected by the change.
- Data Center manager develops a back out plan to undo the change in the event of an unsuccessful implementation.
- Data Center manager approves all moves to production environment.
- Servers are reviewed by the Data Center manager at least monthly for updates.
- Customer must review for accuracy and integrity of new service setup/configuration and provide approval prior to its final implementation.
- Access to tools and utilities for data manipulation is restricted.

**Control Objective 4:** Controls provide reasonable assurance that access to systems, hardware and other media is limited to properly authorized individuals.

*Controls Specified by BGMailing:*

- Management has implemented a password policy to prevent unauthorized access to software systems.
- Passwords are required for obtaining access to BG Mailing information systems.
- On the domain, passwords are required to be at least six characters in length, and three of the four complexity parameters: uppercase, lowercase, digit and special character.
- Upon five invalid login attempts within thirty minutes the account will be locked out until reset by administrator.
- Passwords are required to be changed every ninety days and minimum password life is seven days.
- Workstations and server console automatically locks after 10 minutes or inactivity.
- User access is based on job related access is granted or modified by the IT department after approval from Human Resources or his/her manager.
- User access is revoked immediately upon termination of employment.
- Domain and operational application user access reviews are performed annually.
- Administrator access accounts are restricted in number and limited to appropriate personal.
- Banner displays at login notifying user of security expectations.
- Segregation of duties exists within the IT department.

**Control Objective 5:** Controls provide reasonable assurance that access to facilities is restricted to authorized personnel and appropriate identification and authentication is required to gain access.

*Controls Specified by BGMailing:*

- Visitors must sign in at front desk and subsequently escorted throughout facility
- Servers and significant system hardware is located in a secure environment, restricted to authorized access only.
- Environmental factors of server room are monitored and alerts sent to management as needed.
- Server console automatically locks after 10 minutes or inactivity.

**BlueGrass Mailing Data & Fulfillment Services**  
**Control Objectives and Related Controls (Continued)**  
**May 31, 2011**

**Information Provided by Service Auditor (Continued)**

**Control Objective 6:** Controls provide reasonable assurance that information systems and technology are protected from computer viruses.

*Controls Specified by BGMailing:*

- IT management has established procedures across the organization to protect information systems and technology from computer viruses.
- All workstations (desktops/laptops) are protected with an active and regularly updated virus protection system. This includes protection of general data as well as emails.
- Updates are applied automatically on a daily basis to ensure the most current virus signatures and application code are in place.

**Control Objective 7:** Controls provide reasonable assurance that data integrity and access control incidents are mitigated.

*Controls Specified by BGMailing:*

- IT management has defined and implemented a problem management system such that data integrity and access control incidents are recorded, analyzed, resolved and reported in a timely manner.
- Firewall is implemented to protect customer data unauthorized access.
- Firewall vulnerabilities are assessed at least twice annually.
- Domain controller events are logged and reviewed daily.
- Use of a 2D barcode and camera processing system as a quality control mechanism

**Control Objective 8:** Controls provide reasonable assurance that BGMailing protects sensitive information, logically and physically, in storage and during transmission, against unauthorized access or modification.

*Controls Specified by BGMailing:*

- Laptops are encrypted and secured with locking cables when not in use.
- Customers access and transmit data through a secured FTP.
- Management will remote wipe or set back to factory standards company mobile devices, such as smart phones, in the event the device is lost or stolen.

**Control Objective 9:** Controls provide reasonable assurance that critical data is backed-up and protected.

*Controls Specified by BGMailing:*

- Management has implemented a strategy for cyclical backup of data and programs.
- Weekly full backups are retained for one week.
- Differential backups are retained for one month.
- Monthly backups are retained for three months.
- Business Continuity and Disaster Recovery Plans ("BCP/DR plan") list the following:
  - Emergency contact information,
  - Multiple off-site storage locations of the plan,
  - Alternative processing center(s),
  - Essential server hardware
- BCP/DR testing is performed at least annually and covers key scenarios.
- Restoration testing is performed at least semi-annually to test the backup media.

**BlueGrass Mailing Data & Fulfillment Services**  
**Control Objectives and Related Controls (Continued)**  
**May 31, 2011**

**Information Provided by Service Auditor (Continued)**

**Control Objective 10:** Controls provide reasonable assurance that chronological system event data is captured and retained.

*Controls Specified by BG Mailing:*

- System event data is retained to provide chronological information and logs to enable the review, examination and reconstruction of system and data processing to ensure completeness and timeliness of reporting and resolving events.
- Logs are maintained on internal systems, but not directly monitored unless an exception is reported.

**Section IV**

**Other Information provided by BlueGrass Mailing, Data & Fulfillment Services (Unaudited)**

**BlueGrass Mailing Data & Fulfillment Services**  
**Other Information provided by BlueGrass Mailing, Data & Fulfillment Services (Unaudited)**  
**May 31, 2011**

**1 Disaster Recovery Plan Overview**

*1.1 Plan Updating*

It is necessary for the Disaster Recovery Plan (DRP) updating process to be properly structured and controlled. Whenever changes are made to the plan they are to be fully tested and appropriate amendments should be made to the training materials. This will involve the use of formalized change control procedures.

*1.2 Plan Documentation Storage*

Copies of this Plan and a CD containing it will be stored in secure locations to be defined by the Company. Each member of senior management will be issued a CD and hard copy of this plan to be filed at home. Each member of the Disaster Recovery Team will be issued a CD and hard copy of this plan to be filed at home. A master protected copy will be stored on specific resources established for this purpose.

*1.3 Backup Strategy*

The strategy to protect key business processes is for the data to be stored offsite and be restorable in accordance with the *Data Backup Policy*.

*1.4 Risk Management*

There are many potential disruptive threats which can occur at any time and affect the normal business process. We have considered a wide range of potential threats and the results of our deliberations are included in this section. Each potential environmental disaster or emergency situation has been examined. The focus here is on the level of business disruption which could arise from each type of disaster.

Potential disasters have been assessed as follows:

Potential Disaster	Probability Rating	Impact Rating	Brief Description Of Potential Consequences & Remedial Actions
Flood	4	3	All critical equipment is located on 1st Floor
Fire	3	3	
Tornado	3	3	
Electrical storms	3	3	
Electrical power failure	3	3	

Probability: 1=Very High, 5=Very Low

Impact: 1=Total destruction, 5=Minor annoyance

**BlueGrass Mailing Data & Fulfillment Services**  
**Other Information provided by BlueGrass Mailing, Data & Fulfillment Services (Unaudited)**  
**May 31, 2011**

**Disaster Recovery Plan Overview (Continued)**

**2 Emergency Response**

*2.1 Alert, escalation and plan invocation*

**2.1.1 Plan Triggering Events**

Key trigger issues that would lead to activation of the DRP are:

- Total loss of power
- Fire
- Flooding of the premises
- Loss of the building

**2.1.2 Assembly Points**

When the premises need to be evacuated, the DRP invocation plan identifies two evacuation assembly points:

- Primary - Far end of main parking lot;
- Alternate - Parking lot of company across the street

**2.1.3 Activation of Emergency Response Team**

When an incident occurs the Emergency Response Team (ERT) must be activated. The ERT will then decide the extent to which the DRP must be invoked. All employees must be issued a Quick Reference card containing ERT contact details to be used in the event of a disaster. Responsibilities of the ERT are to:

- Respond immediately to a potential disaster and call emergency services;
- Assess the extent of the disaster and its impact on the business, data center, etc.;
- Decide which elements of the DRP should be activated;
- Establish and manage disaster recovery team to maintain vital services and return to normal operation;
- Ensure employees are notified and allocate responsibilities and activities as required.

*2.2 Disaster Recovery Team (DRT)*

The team will be contacted and assembled by the ERT. The team's responsibilities include:

- Restore key services within 12 - 24 business hours of the incident, if possible;
- Recover to business as usual as time and conditions permit;
- Coordinate activities with disaster recovery team, first responders, etc.
- Report to the ERT.

*2.3 Emergency Alert, Escalation and DRP Activation*

This plan has been established to ensure that in the event of a disaster or crisis, personnel will have a clear understanding of who should be contacted. Procedures have been addressed to ensure that communications can be quickly established while activating disaster recovery.

The DRP will rely principally on key members of management and staff who will provide the technical and management skills necessary to achieve a smooth technology and business recovery.

**BlueGrass Mailing Data & Fulfillment Services**  
**Other Information provided by BlueGrass Mailing, Data & Fulfillment Services (Unaudited)**  
**May 31, 2011**

**Disaster Recovery Plan Overview (Continued)**

**2.3.1 Emergency Alert**

The person discovering the incident calls a member of the ERT in the order listed:

- Bill Nichols

If not available try:

- Bob Allen
- Den Brown

The ERT is responsible for activating the DRP for disasters identified in this plan, as well as in the event of any other occurrence that affects the Company's capability to perform normally.

One of the tasks during the early stages of the emergency is to notify the DRT that an emergency has occurred. The notification will request DRT members to assemble at the site of the problem and will involve sufficient information to have this request effectively communicated. The Business Recovery Team (BRT) will consist of senior representatives from the main business departments. The BRT Leader will be a senior member of the Company's management team, and will be responsible for taking overall charge of the process and ensuring the Company returns to normal working operations as early as possible.

**2.3.2 DR Procedures for Management**

Members of the management team will keep a hard copy of the names and contact numbers of each employee in their departments. In addition, management team members will have a hard copy of the Company's disaster recovery and business continuity plans on file in their homes in the event that the headquarters building is inaccessible, unusable, or destroyed.



**BlueGrass Mailing Data & Fulfillment Services**  
**Other Information provided by BlueGrass Mailing, Data & Fulfillment Services (Unaudited)**  
**May 31, 2011**

**Disaster Recovery Plan Overview (Continued)**

**2.3.3 Contact with Employees**

Managers will serve as the focal points for their departments, while designated employees will call other employees to discuss the crisis/disaster and the Company's immediate plans. Employees who cannot reach staff on their call list are advised to call the staff member's emergency contact to relay information on the disaster.

**2.3.4 Backup Staff**

If a manager or staff member designated to contact other staff members is unavailable or incapacitated, the designated backup staff member will perform notification duties.

**2.3.5 Personnel and Family Notification**

If the incident has resulted in a situation which would cause concern to an employee's immediate family such as hospitalization of injured persons, it will be necessary to notify their immediate family members quickly.

**3 Media**

*3.1 Media Contact*

Assigned staff will coordinate with the media, working according to guidelines that have been previously approved and issued for dealing with post-disaster communications.

*3.2 Media Strategies*

1. Avoiding adverse publicity
2. Take advantage of opportunities for useful publicity
3. Have answers to the following basic questions:
  - What happened?
  - How did it happen?
  - What are you going to do about it?

*3.3 Media Team*

- Bill Nichols
- Tanya Wilson
- Tom Patterson

*3.4 Rules for Dealing with Media*

**Only** the media team is permitted direct contact with the media; anyone else contacted should refer callers or in-person media representatives to the media team.

**BlueGrass Mailing Data & Fulfillment Services**  
**Other Information provided by BlueGrass Mailing, Data & Fulfillment Services (Unaudited)**  
**May 31, 2011**

**Disaster Recovery Plan Overview (Continued)**

**4 Insurance**

As part of the Company's disaster recovery and business continuity strategies a number of insurance policies have been put in place. These include general liability and business interruption insurance.

**5 Financial and Legal Issues**

*5.1 Financial Assessment*

The ERT shall prepare an initial assessment of the impact of the incident on the financial affairs of the Company. The assessment should include:

- Loss of financial documents
- Loss of revenue
- Theft of check books, credit cards, etc.
- Loss of cash

*5.2 Financial Requirements*

The immediate financial needs of the Company must be addressed. These can include:

- Cash flow position
- Temporary borrowing capability
- Upcoming payments for taxes, payroll taxes, Social Security, etc.
- Availability of company credit cards to pay for supplies and services required post-disaster

*5.3 Legal Actions*

The Company legal department and ERT will jointly review the aftermath of the incident and decide whether there may be legal actions resulting from the event; in particular, the possibility of claims by or against the Company for regulatory violations, etc.

**6 Business Continuity**

Business continuity is of the utmost importance to us. In the event of an incident, efforts will be made to resume key business operations within 12 - 24 hours. If that is not feasible, other avenues of recovery will be explored.

Client#: 121350

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**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
4/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	INSURER A: Cincinnati Insurance Co. NAIC # 10677
	INSURER B: Kentucky Employers Mutual Insur 10320
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CPP0874183	01/01/2012	01/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	CPP0874183	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		CPP0874183	01/01/2012	01/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	352633	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> INC STATUS-TORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is named as Additional Insured as per written contract with respects to the Auto Liability and General Liability policies described above and subject to provisions and limitations of the policy.

CERTIFICATE HOLDER LFUGG 200 E. Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>A. Hampton</i>
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Re: City of Cincinnati Insurance Program

Dear Risk Manager:

The City of Cincinnati does not currently purchase commercial liability insurance. As such the City does not issue certificates of insurance as evidence of coverage. The City's Law Department processes all claims and lawsuits filed against the City and maintains sole authority for the settlement of claims and lawsuits. Each year money is set aside in the Law Department budget for the express purpose of paying claims incurred by the City. If there is a shortfall in the loss fund, additional money can be appropriated from the City's operating budget. In addition, the City has the ability to sell judgment bonds, without taxpayer approval, in order to raise any required funds if a large loss or losses occur. The City has always been able to meet its financial obligations from the operating budget.

If there is a need for additional information please feel free to call me at (513)352-2551.

Sincerely,

A handwritten signature in cursive script that reads "Karen Alder".

Karen Alder  
Interim Risk Manager



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215-2256

Governor **John R. Kasich**  
Administrator/CEO **Stephen Buehrer**

ohiobwc.com  
1-800-OHIOBWC

## CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer    20005306  CITY OF CINCINNATI 805 CENTRAL AVE STE 100 CINCINNATI, OH 45202	Period Specified Below  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1st</td> <td style="text-align: center; border-bottom: 1px solid black;">DAY OF</td> <td style="text-align: center; border-bottom: 1px solid black;">January 2012</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1st</td> <td style="text-align: center; border-bottom: 1px solid black;">DAY OF</td> <td style="text-align: center; border-bottom: 1px solid black;">January 2013</td> </tr> </table>	1st	DAY OF	January 2012	1st	DAY OF	January 2013
1st	DAY OF	January 2012					
1st	DAY OF	January 2013					

Subs

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Stephen Buehrer  
Administrator/CEO

BWC-7201  
SI-1



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane Driskell  
Commissioner

**MEMORANDUM**

**TO:** Theresa Maynard  
Division of Purchasing

**FROM:** Bill O'Mara *WOP*  
Director of Revenue

**DATE:** May 31, 2012

**RE:** Bid #67-2012 Print & Mailing Services

Based on the bids submitted for the most common monthly processes, bid item numbers 1, 4, 5, 7, 8, 11, and 12, BlueGrass Mailing, Data, and Fulfillment Services is the low bid and recommended vendor.

Please proceed with the award of the bid. If you have questions, please contact me.

Cc: Todd Slatin, Acting Director, Division of Purchasing  
Candice Deininger, Division of Revenue

/raa

CONTRACT #061-2012

**Agreement Between the City of Cincinnati, on behalf of its Greater Cincinnati Water Works (GCWW), and the Lexington-Fayette Urban County Government (LFUCG) for Cincinnati to Provide Customer Services and Billing Services for the Lexington-Fayette Urban County Government.**

THIS AGREEMENT made and entered into this 8<sup>th</sup> day of March, 2012 by and between the City of Cincinnati ("Cincinnati"), and the Lexington-Fayette Urban County Government (hereinafter "LFUCG" or "Lexington").

**WITNESSETH:**

WHEREAS, the LFUCG, through the issuance of RFP No. 40-2011 Billing & Collection Services - Sewer, Landfill & Water Quality Fees (the "RFP") and the related selection process, has selected Cincinnati as the preferred vendor to provide customer service, billing and payment collection services for sewer, landfill and water quality fees for LFUCG; and

WHEREAS, Cincinnati currently provides customer service and billing services for a number of political jurisdictions; and

WHEREAS, Cincinnati is authorized under the Ohio Revised Code and Section 401-90 (a) of the Cincinnati Municipal Code to provide customer service, billing and payment collection services.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions contained herein, the parties hereby agree as follows:

1. Recitals; Order of Precedence. The above recitals are incorporated herein by reference as if fully stated. Both the RFP and Cincinnati's response (the "Response") are attached hereto as "Exhibits A" and "B", respectively, and incorporated herein by reference as if fully stated. In the event of conflict of terms among and between these documents this agreement shall take precedence followed by the RFP and the Response.

2. Services.

On or before September 1, 2012 Cincinnati will begin to generate charges, produce and deliver print ready files to a print and mail vendor, receive and process payments, apply adjustments, audit accounts, provide customer service (including contact center services), and debt and collection services for LFUCG as further described herein. Services to be billed are related and limited to LFUCG's sewer, landfill and water quality fees unless otherwise agreed to by the parties and shall be presented to each LFUCG customer as a single unified bill as data will allow.

Cincinnati shall propose a Change Request to develop and host a secured web portal to support LFUCG customer registration for a recurring electronic fund transfer (EFT) method of payment. Cincinnati will submit this Change Request for LFUCG's approval within two weeks of the execution of this Agreement.

3. Cincinnati Fee for Customer Service, Billing and Payment Collection Services.

The Cincinnati Fee for Customer Service, Billing and Payment Collection Services (the "Service Fee") shall be based on the "Fee Schedule" attached to this Agreement as "Exhibit C" and incorporated herein by reference. The parties agree that Cincinnati's start up cost is to be recouped as part of this fee. The Service Fee is to be assessed per billing statement. A billing statement includes each of the following, if issued by Cincinnati:

- i. Each statement generated as a result of a regularly scheduled meter reading, and
- ii. Each "final" statement issued with a change of name, tenant, agent or ownership, and
- iii. Each additional statement issued due to a request from LFUCG, and
- iv. Each corrected billing statement issued due to an error or incorrect information provided by LFUCG or by a third party entity on behalf of LFUCG. However, this fee shall not apply, and LFUCG shall not be charged in the event that a corrected statement is issued for any other reason.

a. The Service Fee shall be subject to modification if any of the following events occur: (1) If following the first six months of service delivery, the volume of bills issued exceeds the initial projected estimate of 115,000 bills per month by five percent (5%) for three consecutive months or if following the first six months of service delivery the volume of agent offered calls exceeds the initial projected estimate of 5,500 agent offered calls per month by five (5%) percent for three consecutive months so long as the increased volume in bills or calls is not attributable to an error(s) or mistake(s) by Cincinnati; (2) LFUCG requests the elimination or addition of any customer service, billing or payment collection services; (3) Cincinnati is required to procure additional external professional services or equipment in order to implement and meet additional services or technological enhancements requested by LFUCG which are not subject to this Agreement or the accompanying Business & Operations Procedures Plan (BOPP) (attached as "Exhibit D"). If agreed to by the parties in writing, any additional costs related to the events described above could be covered on a time and material basis and billed on a separate invoice.

i. Any change to the rates or fees which LFUCG charges its customers is not considered an event for which the Service Fee would be subject to modification or amendment. Cincinnati understands and agrees that LFUCG's current ordinances provide for the automatic annual adjustment of some of these fees.

ii. The sending of a final bill to a customer, the removal of a customer from active billing, and/or the adding of new customer to active billing by LFUCG is not considered an event for which the Service Fee would be subject to modification or amendment. A customer as referred to in this paragraph may be a residential or non-residential account.

b. Any agreement for a change in the means of calculating the Service Fee, or payment on a time and material basis, based upon subsection (a) above shall be in a writing signed by the appropriate official(s) for each respective party, which in the case of LFUCG shall be the Commissioner of Finance or his/her designee and in the case of Cincinnati shall be the Director of Greater Cincinnati Water Works (GCWW) or his/her designee. In determining the appropriate Service Fee change, the modification which results shall reflect Cincinnati's actual



increased cost of services to LFUCG caused by the triggering event to be recovered over a reasonable period of time, as such time is defined by reasonable utility practices, but no longer than the remaining term of this Agreement. If the modification or change is of benefit to Cincinnati or its other customers, then the parties shall determine an equitable method of allocating the additional costs among and between the other parties, LFUCG and, if applicable Cincinnati.

c. If the parties cannot agree on the change in the service fee, then either party may terminate this Agreement upon at least one hundred and eighty (180) days advance written notice. In the event that LFUCG terminates this agreement for the above reason within its first two (2) years it shall reimburse Cincinnati for its start up costs as reflected in the Fee Schedule (Exhibit C) on a pro rata basis.

#### 4. Business & Operations Procedures Plan; Customer Service, Billing and Payment Collections Procedures

The parties agree that an initial Business & Operations Procedures Plan (BOPP) further detailing the specific services and processes shall be developed by no later than June 1, 2012 in order to support the initiation of services by no later than September 1, 2012. The BOPP shall be in writing and as agreed to by the parties and shall be subject to further modification as necessary. The final BOPP shall be attached as Exhibit D and incorporated herein by reference as if fully stated. The Commissioner of Finance or his/her designee for LFUCG and the Director of GCWW or his/her designee shall be authorized to execute the BOPP and any amendments thereto.

a. Detailed processes and procedures outlined in the BOPP shall include, but may not be limited to, services and operations related to billing, new accounts, meter reading, the customer contact center and customer communications, payments, payment options and channels, invoicing/remittance, printing and mailing, including the creation of print files for bills and correspondence, delinquency and collections, reports, technology, record retention and security, training, and data and file exchange requirements, including data and file transmissions that would involve a third party.

b. The BOPP will detail processes for communicating utility rates for sewer, landfill and water quality fees and specify to which LFUCG accounts Cincinnati is to deposit utility billing payments as well as how accounts receivable are to be reported to the LFUCG financial staff. The BOPP shall also specify measurable customer service performance requirements for Cincinnati and a process for service enhancement should the performance standards not be reliably achieved.

c. It is anticipated that over the life of this Agreement, LFUCG may decide to change billing methodologies for one or more of its utility services or add billing services. LFUCG will advise Cincinnati as soon as practical of such anticipated changes and will work with Cincinnati to develop a reasonable implementation schedule for the changes. Cincinnati will advise LFUCG how best to achieve the methodology change within the baseline software and the on-going operational costs, if any. If

implementation of the changes within the baseline software is not feasible, then Cincinnati will advise LFUCG of the cost to modify the software to complete the method change. If LFUCG chooses to proceed with the method change, then LFUCG will reimburse Cincinnati for the costs to complete the software modification and its on-going costs. Costs may also be reimbursed through an adjustment to the Service Fee by agreement of the parties.

d. LFUCG shall be notified in writing in advance by at least ninety (90) days in the event Cincinnati determines to change the billing methodology or technology used to bill LFUCG customers. Any such change shall be at no cost to LFUCG and must not result in any degradation in the level of service to LFUCG. If upon a system modification, there is a degradation in the level of service to LFUCG which Cincinnati is not able to satisfactorily address within thirty (30) days after being provided notice, then LFUCG may terminate this Agreement for cause by providing Cincinnati with at least one hundred and eighty (180) days advanced written notice unless the parties otherwise agree.

e. Cincinnati and LFUCG agree through their respective administrative staffs to establish a repetitive frequency billing system for LFUCG, so that bills are sent to LFUCG customers or LFUCG's print and mail vendor on a regular and recurrent basis. Should one or more defined group(s) of LFUCG sewer, landfill or water quality customer billings not be sent by Cincinnati to LFUCG customers or LFUCG's print and mail vendor at the specified frequency due to an error or omission by Cincinnati, then a stipulated reduction in the billing rate of ten percent (10%) of the Cincinnati Fee shall be applied to all bills delayed by two (2) or more business days.

5. Project Milestones & Associated Deliverables.

The parties agree that it is critical that the services in paragraph 2 are provided to LFUCG by no later than September 1, 2012. In order to ensure that requirement is met, the milestones and deliverables listed below have been agreed to by the parties. Unless otherwise provided herein, LFUCG shall have five (5) business days from delivery of each milestone to accept, conditionally accept or not accept the deliverables in writing, which includes sufficient information as to why the decision was reached. Deliverables are considered accepted by LFUCG after five (5) business days of delivery date, unless otherwise noted. In the case of conditional or non-acceptance, LFUCG shall provide in writing identified issues & possible resolutions.

a. Outlined in the table below are the project milestones, including details on each milestone.

Project Milestones	Milestone Details & Deliverables
<b>Pre Project Activities</b>	Mobilization activities  Establish organizational coordination with KAWC to ensure effective working relationships and coordination between LFUCG, Cincinnati, and KAWC

<b>Business Process Analysis</b>	<p>System Orientation Training</p> <p>Functional Specification</p> <p>Technical Specification</p> <p>Reports Specification</p> <p>Walk-in Customer Payment Processing Requirements Recommendation by Cincinnati</p> <p>Debt Collection Process Design by Cincinnati</p> <p>IVR Process and Design by Cincinnati</p> <p>Business &amp; Operations Procedures Plan</p>
<b>Data Conversion</b>	<p>Data files provided to Cincinnati</p> <p>Initial data load and analysis</p> <p>Iterative data load and analysis</p>
<b>Systems and Interfaces</b>	<p>Bills and correspondence specification</p> <p>Establish remote access to Cincinnati's systems</p> <p>Interfaces design and review</p> <p>Data transfer specifications with KAWC</p>
<b>Testing</b>	<p>Fully executed test scenarios</p> <p>Completion of user acceptance testing</p> <p>Completion of parallel testing</p> <p>Completion of stress testing</p> <p>Completion of system acceptance testing</p>
<b>Training</b>	<p>Training materials</p> <p>Conduct training</p>
<b>Go-Live</b>	<p>Final data conversion including a match of counts and balances as defined in the BOPP</p> <p>Go-Live Verification Checkpoint</p> <p>Debt collection process finalized and in place</p> <p>IVR in place and operating for LFUCG customers</p> <p>Walk-in Customer Payment Processing Implementation</p>
<b>Transition/Stabilization</b>	<p>Completed punch list</p>

b. System Acceptance Process/Plan

Cincinnati and LFUCG will prepare a sign off document based on mutually determined acceptance criteria that will be finalized during the mobilization phase, including the following items:

- i. Execution of a document by which LFUCG acknowledges and agrees that the system is performing acceptably and that Cincinnati has completed all deliverables and critical Priority 1 fixes identified within 30 days of go-live
- ii. Functionality that Cincinnati committed to deliver (including reports) has been satisfactorily tested, delivered and accepted
- iii. LFUCG has reviewed the system documentation in final form for the technical and functional specifications, SOPs, and training documents, and that LFUCG agrees that it is accurate and complete
- iv. LFUCG agrees that appropriate service level agreement metrics as identified in the BOPP are in place

c. Testing Process

Cincinnati, in conjunction with LFUCG staff, will take all necessary steps in testing the system functionality and verifying correctness of data. Cincinnati will apply their testing process and will provide checklists to verify proper functioning. This includes comparing counts for late notices, shut off notices, move in/outs, daily cash balance comparison by source, number of bills, and A/R totals.

Cincinnati will also develop the test scenarios, test data, data cleansing/conversion testing, user acceptance testing, parallel testing, regression testing, and system acceptance testing. Testing will continue on an ongoing basis by Cincinnati, which shall ensure that all core functions can be completed, from start to finish without error. Cincinnati will validate all business processes as part of this testing activity. This will include testing all third party software and interfaces.

Cincinnati will apply a testing tool to manage the application testing process to verify that requirements are properly implemented and functioning. Cincinnati will apply the testing tool to organize and track all phases of the application testing process including the following:

- Specify Releases and Cycles - define releases and cycles for a particular project. When Cincinnati upgrades their CIS, any LFUCG requirements will be incorporated into the upgrade release, as desired

- Specify Requirements - define requirements, view and modify requirements, convert requirements to tests, and track project progress
- Plan Tests - create a test plan tree, design test steps, copy test steps and link tests to the requirements. The test plan also includes the expected result for the test
- Running Tests – organize test sets, perform test runs and analyze the results of these runs
- Adding and Tracking Defects - add new defects that were detected, search for similar defects, update defects, link defects to tests and trace changes.
- Alerting on Changes –create alerts automatically and send an email notification when certain changes occur. Cincinnati will track changes made to LFUCG requirements, tests, and defects as project testing is performed
- Analyzing the Testing Process – monitor the testing process by creating reports and graphs to assist with decisions about application readiness
- Customizing Projects – set up project users, and create project fields and lists
- Status reporting – for testing, requirements, defects/issues or change requests

## 6. LFUCG Responsibilities

a. LFUCG shall be responsible for support of all utility deposits, charges and receivables due LFUCG which were assessed prior to the earlier of September 1, 2012 or the actual service initiation date by Cincinnati. The parties will agree to the final status and treatment of the initial account set ups and document the same in the BOPP. Cincinnati will propose a Change Request to convert non-zero balances of LFUCG customer non-water services. Cincinnati will submit this Change Request for LFUCG's approval within two weeks of the execution of this Agreement.

b. LFUCG shall set the rates for sewer, landfill and water quality services. It will be LFUCG's responsibility to inform Cincinnati of any changes in rates or rate structure changes in accordance with the timelines and procedures to be set forth in the BOPP.

c. LFUCG shall be responsible for ensuring that Cincinnati receives the meter readings and all data necessary to bill for sewer services. LFUCG shall also be responsible for transmitting to Cincinnati the data necessary to bill for the landfill and water quality fees. Cincinnati will in no way be responsible for any customer service field operations including meter reading, meter maintenance, service inspections, field investigations and service turn on or turn offs. LFUCG will provide all service records and data in a timely manner and as may be specified in the BOPP as necessary to support billing and customer services. Cincinnati shall not be responsible for any delays or billing errors in providing sewer, landfill and water quality bills as a result of inaccurate or delayed meter readings or other records and data provided by LFUCG.

d. LFUCG shall provide to Cincinnati data files and data table descriptions of its billing system records at no cost to Cincinnati. LFUCG shall also provide, at no cost to Cincinnati, access to personnel who may assist in the conversion of LFUCG's data files into Cincinnati's billing system as well as access to personnel with expertise in LFUCG billing rules and regulations. LFUCG staff will assist with interpreting the data elements and mapping the current data elements into the Cincinnati billing system, as well as "cleansing and scrubbing" data as issues arise during the data conversion.

e. LFUCG shall remit money due Cincinnati within thirty (30) days from receipt of a statement. Statements from Cincinnati shall be accompanied by detailed descriptions of any and all charges, including details for Service Fee and any charges for approved change controls. LFUCG shall have the right to dispute any billing during the thirty (30) days period following receipt of Cincinnati's statement for services provided. Revenue receipts may be used to adjust overpayments and underpayments between Cincinnati and LFUCG as disputed items are addressed and resolved.

f. LFUCG will be responsible for providing and maintaining the necessary computer hardware/workstations. Cincinnati will be responsible for providing the specifications. LFUCG will be responsible for the network connections needed to run the software provided by Cincinnati. Cincinnati will rely on LFUCG's current available infrastructure. At a minimum, a high speed internet connection and contemporary desktop computer will be required to support the Cincinnati system.

g. LFUCG shall be responsible for the provision of adequate and secure office space and staffing to support any "Walk-In" payment location or locations within the LFUCG service area. Cincinnati is responsible for leading the system design and implementation of LFUCG's walk-in payment process. The operation and required business processes related to "Walk-In" payment locations will be outlined in the BOPP.

h. LFUCG shall be responsible for all costs related to printing, mailing and postage.

i. LFUCG will be responsible for costs associated with connecting LFUCG's system to the Cincinnati provided communications link, and telecommunications costs and activities required to connect to the Cincinnati provided remote access link.

j. LFUCG shall be responsible for professional services and equipment costs that require investments by Cincinnati for improvements during the Continuous Improvement Phase. Cincinnati and LFUCG will agree upon elements and activities that will be included as part of the year-to-year Continuous Improvement Plans, and include such elements and activities in the BOPP.

## 7. Cincinnati Responsibilities.

a. Cincinnati will provide LFUCG the necessary software and training for access to Cincinnati's applicable billing system functions so that LFUCG staff can process walk-in

payments, and conduct general review of account information. Account access and security features for LFUCG's access to Cincinnati's billing system shall be set forth in the BOPP.

b. Cincinnati shall render a monthly invoice to LFUCG for services provided according to the terms described in Section 2, "Cincinnati Fee for Customer Service, Billing and Payment Collection Services" in this Agreement. The first invoice shall be sent on or about October 5, 2012 and then every month thereafter before the 10<sup>th</sup> of each month. Statements from Cincinnati shall be accompanied by detailed descriptions of any and all charges, including details for Service Fee and any charges for approved change controls. Payment shall be made by LFUCG within thirty (30) days of receipt of a statement. If such invoices are not paid by the due date, a service charge may be added pursuant to Kentucky law.

c. Cincinnati will make all financial records relative to the billing of LFUCG sewer, landfill and water quality service charges available for audit purposes by LFUCG as requested.

d. Cincinnati shall provide debt collection services according to the time frames set forth by LFUCG in the BOPP to include the following steps:

- 1) Second notice when payment in full not received by due date plus any grace period. This notice may be printed and mailed or may be generated electronically based upon the customer's preferred way to receive billing statements and correspondence.
- 2) Outbound blaster call as a reminder that payment has not been made. The verbiage for this call is to be approved by LFUCG.
- 3) Service order file generation for disconnection and subsequent reconnection of water service according to LFUCG business rules as set forth in the BOPP.
- 4) Collection letter(s) following disconnection of water service and/or account becoming inactive according to LFUCG business rules as set forth in the BOPP. The verbiage for letters is to be approved by LFUCG.
- 5) Transfer of unpaid balance on customer's inactive account to customer's active account.
- 6) Place accounts in bad debt according to LFUCG business rules as set forth in the BOPP.
- 7) Refer accounts to collection agency according to LFUCG business rules as set forth in the BOPP.
- 8) Prepare files for liens according to LFUCG business rules as set forth in the BOPP.
- 9) Process bankruptcy, insolvency and receivership filings as received and provide claims for LFUCG signature and submittal.
- 10) Write off uncollectible balances according to LFUCG business rules as set forth in the BOPP.

Cincinnati shall provide reports and access to data for LFUCG to monitor the collections process according to the business rules as set forth in the BOPP. LFUCG shall be responsible for all legal proceedings, including the initiation of proceedings for recovery of fraudulent payments (e.g. returned checks, unauthorized use of credit cards). Cincinnati shall provide assistance to LFUCG for in-person responses to subpoenas or for other matters when LFUCG is required to respond to or appear in court. Cincinnati however will not appear with or on behalf of LFUCG unless specifically required to do so by court order OR specifically requested to do so in writing by LFUCG. In all such cases, LFUCG will compensate Cincinnati for all expenses incurred, including Cincinnati hourly rates, standard overhead charges and travel expenses.

e. Cincinnati shall provide a high quality communications link between Cincinnati and LFUCG. Cincinnati shall install, support, and maintain up to three computer stations (hardware and software required to securely access Cincinnati transactions) at a Fayette County location selected by LFUCG for processing walk-in payments. The work stations will be connected to Cincinnati systems for cashiering and CIS (Customer Suite), so that transactions are reflected in real time.

f. Cincinnati shall be responsible for ongoing operational and technology improvements implemented by Cincinnati, if applicable (for example, product upgrades such as CIS and contact center technologies), and additional capabilities that do not require additional external (to Cincinnati) professional services or equipment such as on-line chat, post-call survey, and e-check payments.

g. Cincinnati shall not sell customer information of LFUCG customers. To the extent provided by law, Cincinnati and LFUCG agree that LFUCG individual customer information, such as but not limited to customer social security numbers and personal financial information, do not constitute information documenting governmental or proprietary activity of the City of Cincinnati and shall not be publicly disclosed. Cincinnati as a governmental agency, like LFUCG, is subject to public records laws.

h. Cincinnati shall provide LFUCG staff the opportunity to "listen in" on LFUCG calls on site at the Greater Cincinnati Water Works Chester Park Complex. This shall include the sharing of recordings and screen captures after the completion of a call. Cincinnati will also extract .wav or .wmv files from Aspect Quality Monitoring (AQM) and send via email, ftp, disk or other media as determined by file size at LFUCG's request.

i. Cincinnati will work in conjunction with LFUCG on customer communication regarding the change from LFUCG customers receiving one utility billing statement from Kentucky American Water Company (KAWC) containing sewer, water quality and/or landfill charges in addition to water charges to two separate utility billing statements: one from KAWC for water charges and one from LFUCG for sewer, water quality and/or landfill charges. The level of Cincinnati participation in these customer communications may range from no cost activities such as reviewing and commenting on LFUCG developed materials, to more extensive, at cost activities such as the development of a comprehensive communications plan and assistance in the development and execution of the communications plan. The actual level of service provided by Cincinnati and the costs associated with the actual service will be mutually agreed upon and documented in the BOPP.

j. Cincinnati will provide LFUCG staff with office space at Cincinnati's GCWW Chester Park Complex. Cincinnati will provide a phone and a workstation with all required software to access the billing system. In addition, Cincinnati will install other required software on the Cincinnati workstation for LFUCG staff to gain access via the internet to LFUCG systems. LFUCG acknowledges that the City of Cincinnati



information security policy prohibits the connection of non-City of Cincinnati information technology assets to the Cincinnati network. Ten (10) full access licenses are to be provided to LFUCG to be used at its sole discretion. Cincinnati will provide full remote access for at least ten (10) LFUCG employees. All full access license fees that are associated with the above will be at the expense of Cincinnati. Additional remote connections for LFUCG employees will be provided at the prorated cost of \$2000.00 over the four-year duration of this Agreement. All of Cincinnati's remote access security policies must be followed.

k. Cincinnati will interface with, at no extra charge, any bill print vendor chosen by LFUCG. Cincinnati will deliver the required data to the chosen vendor at no extra charge to LFUCG.

l. Cincinnati shall leverage its existing retail payment processing agreements to provide customers living within the LFUCG service area additional options to make payments on outstanding bills.

8. Cincinnati Support Services.

a. During implementation, direct communication with the Cincinnati Project Manager (PM) and project staff will be provided to answer any business, technical and support questions that may arise.

b. After Go Live, LFUCG users can contact the Cincinnati Service Desk by phone, email or web form. The Cincinnati Service Desk will log the call into our automated call logging and tracking system. A ticket will then be generated and forwarded to the appropriate Cincinnati Customer Service and Billing (CS&B) support personnel for review. The individual responsible for the task will perform the research and promptly respond to LFUCG, usually within hours of receiving the assignment. Customer Service and Billing will quickly determine if the question needs additional resources while communicating the expected timeframe for resolution to LFUCG.

c. Cincinnati shall provide toll-free access to Service Desk staff from 6:00AM-9:00PM Monday – Friday. Emergency support will be available 24x7x365. Additional details related to support services will be outlined in the BOPP.

d. Cincinnati will abide by the guidelines described below for determining the category and corresponding response for support services items. Ticket priorities range from 1-5 based on the impact of the issue and the urgency to business operations. Based on these two elements, priorities and corresponding resolution times are assigned to each ticket. Priorities and targeted response times are indicated in the table below, subject to change per the agreed upon provisions included in the BOPP.

Priority	Effort	Response Time	Resolution Time
1	Requires Immediate attention – 24x7	15 minutes	0-4 hours
2	Requires Immediate attention – 24x7	30 minutes	8 hours
3	Business Hours	60 minutes	16 hours
4	Business Hours	1 day	40 hours
5	Business Hours	2 days	Scheduled

Priority 1 Incidents/Service Requests – Incidents that are categorized as priority 1 typically affect most of the enterprise customers and business systems that have a direct effect on customer service and billing. Applicable systems would include, but not be limited to Customer Suite, Aspect, , Network Hardware, Network Switch OS and E-mail.

Priority 2 Incidents/Service Requests – Incidents/Service Requests that are categorized priority 2 typically affect a small group of customers and a variety of business systems.

Priority 3 Incidents/Service Requests – Incidents/Service Requests that are categorized priority 3 typically affect an individual customer and a variety of business systems as well as personal desktops, laptops, and mobile devices affecting day to day operations.

Priority 4 Incidents/Service Requests – Incidents/Service Requests that are categorized priority 4 typically affect an individual customer and a variety of business systems as well as personal desktops, laptops, and mobile devices but does not affect day to day operations.

Priority 5 Incidents/Service Requests – Incidents/Service Requests that are categorized priority 5 typically affect an individual customer and a variety of business systems as well as personal desktops, laptops, and mobile devices but does not affect day to day operations and the fix can be scheduled.

Should issues need to be escalated, LFUCG shall contact the Customer Service & Billing Manager (CS&B) for escalation. If the issue needs to be further escalated the Relationship Manager would be the next contact. Details related to the escalation process, with contact information for both parties, will be outlined in the BOPP.

9. LFUCG IVR Options and Reports

- a. Cincinnati shall provide LFUCG customers, at no additional cost to LFUCG, direct access to Cincinnati’s Interactive Voice Response (IVR) system providing customers with the option of navigating through self-service selections or the opportunity to speak directly with a Customer Service Representative. Through the IVR self-service

selections, Cincinnati will provide LFUCG customers the ability to make credit/debit card payments based on a convenience fee model via Cincinnati's third party payment processing vendor and the ability to check account information, including account balance and history information. The IVR solution will be customized to indicate to LFUCG callers that it is an LFUCG IVR.

b. IVR installation and configuration requirements for LFUCG customers shall be provided to LFUCG on a no cost basis. Should LFUCG request special or additional IVR options for the benefit of LFUCG customers at anytime during the term of this Agreement, the cost to LFUCG would be outlined in the BOPP.

c. Cincinnati shall provide to LFUCG standard IVR reports that include number of calls to the IVR, number of calls to Customer Service Representatives, and the number of payments made through the IVR. Cincinnati will also provide additional customized IVR reports by request of LFUCG subject to the additional services language outlined in Section 3.a of this Agreement.

10. LFUCG Call Processing and Reporting.

Cincinnati shall follow the procedures outlined in this Section related to the processing of LFUCG phone calls:

a. LFUCG calls will be received via a published toll-free phone number and routed to a Customer Service Representative (CSR) with an assigned priority to ensure established performance level goals are achieved. LFUCG calls will be identified for the CSR through a 'whisper tone' indicating an LFUCG call arrival. CSRs will represent themselves throughout each call as LFUCG representatives. LFUCG calls will be tracked through the Aspect phone system. Call activity will be tracked on an intraday, real-time basis, enabling management to make adjustments as needed regarding call handling and staffing to meet performance goals. Historical reporting options will also be available to review and evaluate call and staffing data, in line with performance goals.

b. Established Cincinnati Key Performance Indicators (KPI) which support Contact Center objectives are outlined in Exhibit E of this Agreement.

c. Cincinnati shall meet the following monthly Contact Center performance levels to include: less than 3% call abandoned rate; less than 30 seconds average speed of answer (ASA). Cincinnati does not block calls. Additional performance measures will be determined through mutual agreement and outlined further in the final BOPP.

11. Change Control Process.

a. Requests by either party for changes during the implementation project shall be submitted in writing to the Cincinnati Project Manager. Such requests shall include a description of the change, reason for the change, and any information available to assist the project team in determining the impacts of the requested changes. The Cincinnati

Project Manager shall identify any amendments needed to this Agreement and/or the BOPP, and shall submit change requests with his recommendation to the Project Steering Committee as defined in the Cincinnati proposal with cost and schedule impacts for formal sign-off prior to any the start of any work on the changes.

b. Post-implementation, change requests shall follow a similar path, with the parties working through their daily operations managers. Approved changes shall be implemented along with scheduled updates, unless they can be easily adapted into daily operations without major impact. The cost of the changes shall be borne by the requesting party, unless the parties mutually agree in writing to cost sharing. Compensation from one party to the other may be made through separate payment or through an adjustment to the Service Fee, as mutually agreed by the parties.

12. Term of Agreement

This Agreement shall have an initial term of approximately four years from the go live date, ending August 31, 2016. After the initial period, this Agreement may be renewed with the mutual consent of LFUCG and Cincinnati based on the procurement policies and procedures of LFUCG. Amendments to this Agreement can be initiated by either party by written notification by the requesting party at any time during the term of this Agreement but must be approved in writing by both parties to be effective.

a. Except as otherwise provided herein, this Agreement may be terminated for cause by either party by providing at least one hundred eighty (180) days advance written notice.

b. In addition, LFUCG may terminate this agreement for any reason at any time after September 1, 2014 by providing Cincinnati with at least one hundred eighty (180) days advance written notice.

c. Upon termination of this Agreement per the provisions outlined in this Section, Cincinnati shall provide to LFUCG within thirty (30) days of the contract termination date, a written communication from the Director of Greater Cincinnati Water Works outlining all the responsibilities of both parties to this Agreement related to the closeout of the Agreement. Included in this written communication shall be procedures for electronically transferring individual account data to LFUCG, financial data, including reports and fund balances, as well as continued support services to be performed by both parties after the Agreement termination date. The costs related thereto shall be equitably borne between the parties.

d. This Agreement is automatically renewable for up to two (2) additional periods of one (1) year each unless written notice is provided by either party at least ninety (90) days in advance of the termination date. In no event shall the pricing for any renewal period exceed the existing price at the end of that term year of the agreement adjusted up (if applicable) in accordance with the percentage change, if any, in the "CPI Index" experienced from January 1 through December 31 of the immediately preceding calendar

year. For the purpose of this Agreement, the term "CPI Index" shall refer to the Consumer Price Index, All Urban Consumers (CPI-U), Cincinnati-Hamilton, OH-KY-IND CMSA (1982-84 = 100) published by the U.S. Department of Labor, Bureau of Labor Statistics. In the event that the CPI Index is no longer published, the parties shall agree on another comparable index in writing with approval of the GCWW Director and LFUCG Commissioner of Finance.

13. Cincinnati Representations to LFUCG

Cincinnati represents to LFUCG in connection with the performance of this Agreement that:

- (a) Payments received by Cincinnati within the municipal limits of Cincinnati for LFUCG pursuant to this Agreement are not "income" that is subject to Cincinnati's municipal income tax.
- (b) Increases in the cost of expenses of providing this service have been taken into account in arriving at the billing fee rate for this Agreement outlined on the "Fee Schedule" Exhibit A of this Agreement.
- (c) There is no separate or additional or unexpressed "expense" recovery component due from LFUCG in addition to the service fee established by Paragraph 1 of this Agreement.
- (d) To the extent applicable, Cincinnati agrees to fully comply with the Fair Debt Collection Practices Act and any other federal or state laws or regulations applicable to agencies collecting accounts and debts of another and from which Cincinnati is not exempt.
- (e) Cincinnati has and will during the term of this Agreement continue to maintain an adequate number of competent employees to prudently, accurately, politely and efficiently provide the services defined herein to LFUCG.
- (f) Cincinnati has and will during the term of this Agreement continue to comply fully with all applicable state and federal laws and regulations in the performance of this Agreement.
- (g) Cincinnati will perform its duties under this Agreement in a reasonable, prudent, accurate, polite, efficient, and professional manner.
- (h) Cincinnati will maintain accurate and complete records of its efforts and the results of its efforts on behalf of LFUCG.

14. Cincinnati Representations to LFUCG – Receipts/Revenue/Remittance

Cincinnati will remit the receipts it has received for the benefit of LFUCG as detailed in the BOPP. Along with the remittance, Cincinnati will provide LFUCG with an accurate and complete account of those receipts. The BOPP will detail revenue reporting from Cincinnati to LFUCG. The BOPP will also provide for the manner in which receipts from revenue will be used to provide for refunds, returned check collections, and other appropriate adjustments.

15. Relationship of LFUCG to Cincinnati under this Agreement

The relationship of LFUCG to Cincinnati under this Agreement is one of owner and independent contractor and not employer-employee or master and servant. Subject to the needs of LFUCG, Cincinnati shall select the means and methods for providing the end product that LFUCG desires. This Agreement requires the provision and exercise of specialized judgment, skill, and experience by Cincinnati.

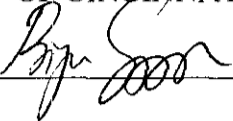
Cincinnati shall not assert a claim of apparent authority to act as an undisclosed agent of LFUCG if LFUCG has directed Cincinnati to respond differently to the situation presented than Cincinnati did respond. Cincinnati may maintain it acted within its apparent authority on behalf of LFUCG if it responded to a particular situation as LFUCG requested it respond. In situations where no instruction has been given and Cincinnati acts in accordance with reasonable utility practice under the same or similar circumstances, Cincinnati may assert it had the apparent authority of LFUCG to act as it did under the circumstances.

16. Force Majeure

Neither party to this contract shall be charged with default nor be held liable because of delays in the completion of the work or activities within this Agreement due to causes not reasonably foreseeable by the parties of the Agreement that are beyond the reasonable control of, and through no fault or negligence of the parties to this Agreement. This shall include, but not be restricted to, acts of God or the public enemy, freight embargoes, court actions, acts of another party in the performance of some other contract with the parties, fires, floods, epidemics, quarantines, and strike, weather of unusual severity, such as hurricanes, tornadoes, and cyclones, nuclear radiation or radioactive contamination, and other like factors of unusual severity which directly affect or prohibit work under this Agreement.

IN WITNESS WHEREOF, the Director of Greater Cincinnati Water Works, as authorized by Section 401-90 (a) of the Cincinnati Municipal Code and the Lexington-Fayette Urban County Government of Lexington, Kentucky, as authorized by Res. No. 110-2012 have hereto set their hands as of the date first written above.

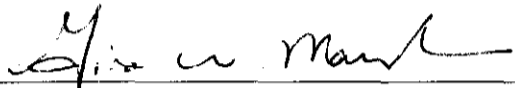
RECOMMENDED and APPROVED:  
CITY OF CINCINNATI:



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Biju George, Interim Director  
Greater Cincinnati Water Works

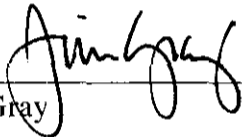
APPROVED AS TO FORM:



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City of Cincinnati  
Assistant City Solicitor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:



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Jim Gray  
Mayor

**Exhibit A:**

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





# Lexington-Fayette Urban County Government

## Request For Proposal

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

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

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

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

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

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

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

#### **Laws and Regulations**

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

#### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

#### **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **Contention Process**

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

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

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

**SELECTION CRITERIA:**

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

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

**Questions shall be addressed to:**

Todd Slatin  
Buyer Senior  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

Affirmative Action Plan

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

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

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

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

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

**AFFIDAVIT**

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**



7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_

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

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_  
*Name & Title*

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

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

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

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

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

**Lexington-Fayette Urban County Government  
MBE/WBE Participation Goals**

PART 1 - GENERAL

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

PART 2 - PROCEDURES

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

PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

PART 4 - OBLIGATION OF PROPOSER

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

**MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

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

#### PART 5 - DOCUMENTATION REQUIRED

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

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

**LFUCG—Economic Engine Listings**  
Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**

Tyrone Tyra, Minority Business Development  
[tyra@commercelexington.com](mailto:tyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC  
[dharbut@uky.edu](mailto:dharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**

Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**

Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

**Kentucky Small Business Connect**

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

**National Minority Supplier Development Council, Inc.  
(NMSDC)**

[www.nmsdc.org](http://www.nmsdc.org)



**LFUCG MBE/WBE PARTICIPATION FORM**

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

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

<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**

**LFUCG MBE/WBE SUBSTITUTION FORM**

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

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

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

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

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

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

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

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



**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.

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

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

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**

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

## GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a

substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to RFP Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

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



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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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# **Lexington-Fayette Urban County Government**

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Request for Proposal

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November 10, 2011

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## Overview

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

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

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

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

## Vendor Response Instructions

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

### General

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

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

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

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

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

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

### **Transmittal Letter**

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

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

### **Executive Summary**

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

### **Vendor Business Profile**

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

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

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

### **Requirements Response Matrix**

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

**2** indicates that this requirement is fully met by the services you are proposing.

**1** indicates that you do not currently offer services to meet this requirement and will have to develop new internal processes in order to meet this requirement.

**0** indicates that you do not currently offer this service, and do not plan on offering it in the future to meet the requirement.

### **Vendor's Scope of Work Matrix**

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

### **Pricing Matrix**

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

### **Project Plan**

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

### **Assumptions and Constraints**

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



described in this RFP.

***Point of Contact & Response Delivery***

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

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

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

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

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

***Vendor Selection Process***

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

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

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

**Scoring Evaluation Sheet**

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

DBE Participation(Name) \_\_\_\_\_  
DBE Portion(Percentage) \_\_\_\_\_

Evaluator: \_\_\_\_\_

Comments: \_\_\_\_\_

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

***Estimated Timeline- Revise***

The milestone dates for the project are estimated as follows:

- November 10, 2011** RFP Issued
- December 1, 2011** Vendor RFP responses due
- Week of 12/5/2011** Finalist vendors selected
- Week of 12/12/2011** Presentations conducted by selected vendor(s) if necessary
- Week of 12/12/2011** Vendor(s) selected for negotiation

## Vendor Scope of Work

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

Vendor Responsibilities
<b>Provide services to fulfill the business and technical requirements for a Billing Service</b>
• To manage this project as the prime contractor, if other firms are involved
• To develop any customized components necessary to meet the requirements for which you've answered as such
• To provide solution users, and systems administrators training in the area of report generation, using examples
• To comply with all RFP response criteria

### Scope of LFUCG Responsibilities

LFUCG is planning to perform the following tasks:

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

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

### Completion Criteria

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

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

## Definitions and Acronyms

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

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

## **Description of the User Fee Billing Functions**

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

### ***Function 1: Create the Customer Database***

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

### ***Function 2: Calculate and Create the Monthly Bill***

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

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

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

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

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

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

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

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

### ***Function 3: Receive and Process Payments***

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

### ***Function 4: Query and Report on the Data***

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

## Requirements

### Prioritized Requirements by Function

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

**(S) Showstopper:** Requirement must be supported for legal, audit, or policy reasons. Must be met by vendor for consideration

**(H) High:** Affects business process greatly.

**(M) Medium:** Affects productivity, quality of service. Significant value.

**(L) Low:** Requirement support would be "nice to have."

Function	Requirement	Priority
Function 1: Set-Up Customer Billing Database	Requirement 1.1: The ability to set-up a customer billing database to accommodate bill generation and payment history <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>	S
Function 1: Set-Up Customer Billing Database	Requirement 1.2: The ability to add additional fields for the historical customer database <ul style="list-style-type: none"> <li>• A GIS ID will eventually be added. The GIS ID will be a unique ID that will relate back to each customer address.</li> </ul>	H
Function 1: Set-Up Customer Billing Database	Requirement 1.3: The ability to use a primary key to link customer data between the 3 billing sources; sewer, WQ, and Landfill <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>	H
Function 1: Set-Up Customer Billing Database	Requirement 1.4: The ability to link a closed account from previous service to a current account for payment collection and historical	H



Function	Requirement	Priority
	purposes	
Function 1: Set-Up Customer Billing Database	Requirement 1.5: The ability to maintain multiple addresses and contact info for an account and identify which address should receive the bill	H
Function 1: Set-Up Customer Billing Database	Requirement 1.6: The ability to provide a secure environment to store the customer database.	S
Function 2: Calculate and Create the Bill	Requirement 2.1: The ability to accommodate the billing calculations as defined in Attachment 2	S
Function 2: Calculate and Create the Bill	Requirement 2.2: The ability to easily change the rate charged for each fee	H
Function 2: Calculate and Create the Bill	Requirement 2.3: The ability to generate an easy to read, informative bill that contains at minimum, the information in Attachment 3	H
Function 2: Calculate and Create the Bill	Requirement 2.4: The ability to calculate and generate the bill for mailing within 3 days of receiving the data from LFUCG. <ul style="list-style-type: none"> <li>Regular billing cycle process of daily or weekly per data availability from KAWC</li> </ul>	M
Function 2: Calculate and Create the Bill	Requirement 2.5: The ability to add notes to bills for the purpose of informing customers	M
Function 2: Calculate and Create the Bill	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>	M
Function 2: Calculate and Create the Bill	Requirement 2.7: The ability to add the LFUCG seal to the bill	M
Function 2: Calculate and Create the Bill	Requirement 2.8: The ability to accommodate LFUCG edits to the bill design prior to implementation	M
Function 2: Calculate and Create the Bill	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>	H
Function 2: Calculate and Create the Bill	Requirement 2.10: The ability for the vendor to accommodate the LFUCG timeline for implementing the billing system <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>	H
Function 3: Receive and Post Payments	Requirement 3.1: The ability to receive and post payments to customer accounts on a daily basis	H
Function 3: Receive and Post Payments	Requirement 3.2: The ability to track and collect all accounts receivable through agreed upon aging date, i.e., 120 days, 150 days, etc.	H

Function	Requirement	Priority
Function 3: Receive and Post Payments	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>	H
Function 3: Receive and Post Payments	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>	H
Function 3: Receive and Post Payments	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>	S
Function 3: Receive and Post Payments	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>	M
Function 3: Receive and Post Payments	Requirement 3.7: 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>	H
Function 4: Provide Reports and Views of the Data	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>	S
Function 4: Provide Reports and Views of the Data	Requirement 4.2: The ability to provide a unified bill history allowing all three fees' history to be viewed together	H
Function 4: Provide Reports and Views of the Data	Requirement 4.3: The ability to allow LFUCG the ability to export data fields for download <ul style="list-style-type: none"> <li>• For authorized LFUCG users</li> </ul>	H
Function 4: Provide Reports and Views of the Data	Requirement 4.4: The ability to provide a detailed aging report to LFUCG in an electronic format <ul style="list-style-type: none"> <li>• Formatted to allow sorting capabilities</li> </ul>	H
Function 4: Provide Reports and Views of the Data	Requirement 4.5: The ability to generate a list of active versus inactive accounts and print to an exception report <ul style="list-style-type: none"> <li>• To be used in a business process by LFUCG</li> </ul>	H

Function	Requirement	Priority
Function 4: Provide Reports and Views of the Data	Requirement 4.6: The ability to report on the number of customers that are classified as residential, commercial, industrial or OPA	H
Function 4: Provide Reports and Views of the Data	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>	M
Function 4: Provide Reports and Views of the Data	Requirement 4.8: The ability for LFUCG to create their own reports from the views/access they will be allowed	H
Function 4: Provide Reports and Views of the Data	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>	H

## Vendor Key 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.
- 2) Please describe the common standard reports you provide for other utility customers.
- 3) Please describe the customer payment methods your company can accommodate.
- 4) Please describe the customer service options, and the associated price for each, your company can support. Include the hours of operation and location of the customer service staff.
- 5) Please define a 'go-live' strategy, including testing, to meet the 4/1/2012 target date. Vendor may supply an alternative implementation schedule with explanation as to alternative schedule.

## Attachment 1 Water Usage Data File Layouts

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

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

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

**Usage Transaction Periods (UdUsgPrdPf)**

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

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

### **Readings (UdRdgPf)**

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

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



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

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

Account Changes (UdActChgPf)

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

## Attachment 2

### Sewer Billing Process Overview

#### Calculation by KAWC:

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

## Attachment 2 continued

### Water Quality Management Fee Billing Process Overview

#### **Calculation by LFUCG:**

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

### Landfill Billing Process Overview

#### **Calculation by LFUCG:**

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

## Attachment 2 continued

### Types of Adjustments

#### Sewer Fee Adjustments

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

#### WQMF Adjustments

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

#### Landfill Adjustments

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

**Attachment 3**

CURRENT BILL

**Billing Summary**

-----Prior Balance-----		
Balance from last bill		\$108.22
Payments as of Oct 10, 2011. Thanks!		-108.22
<b>Total prior balance, Oct 10, 2011</b>		.00
-----Current Water Charges-----		
Meter Service Charge		8.90
Water Usage (\$3.975300 x 10.00)		39.75
<b>Total water charges, Oct 10, 2011</b>		48.65
-----Current Wastewater Charges-----		
LFUCG - Sewer Minimum Fee		4.83
Sewer Usage (\$ .00000 x 1.00)		.00
(\$ 3.64000 x 9.00)		32.76
<b>Total Use Billed</b>	10.00	37.59
-----Other Current Charges-----		
LFUCG - Wtr Qual Mgmt Fee		4.39
LFUCG - Land Fill Fee		4.50
<b>Total other charges, Oct 10, 2011</b>		8.89
-----Taxes-----		
KRA Withdrawal Fee - 100CF		.59
School Tax		1.48
Franchise Fee - LFUCG		1.48
<b>Total taxes, Oct 10, 2011</b>		3.55
-----Total Current Charges-----		98.68
-----TOTAL AMOUNT DUE-----		<b>\$98.68</b>

Current Water Charges are the only charges of your bill that are paid to Fayette County. Payments made to Fayette County are for water services for the current billing period.

**LFUCG - Sewer Charges** - Your sanitary sewer bill paid to Lexington-Fayette Urban County Government (LFUCG). Using water wisely can help reduce your water service charge and this fee too since it is generally based on water usage.

**LFUCG-Wtr Qual Mgmt Fee** - Also known as the stormwater fee, a Lexington-Fayette Urban County Government (LFUCG) fee that goes toward the management of Lexington-Fayette County's storm sewer infrastructure.

**LFUCG - Landfill Fee** - A Lexington-Fayette Urban County Government fee related to garbage collection that you may have included on your bill depending on where you live.

**KRA Withdrawal Fee** - This fee is collected for and forwarded to the Kentucky River Authority (KRA), a state agency that works to ensure that the Kentucky River remains a reliable source of water supply. **School Tax** - A fee that goes directly to support public education in Fayette County. **Franchise Fee - LFUCG** - A fee levied on public utilities.

**Attachment 4**

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

The usage data file contains one record for this account.

AWW Account Snapshot Path - CIS1380 - Kentucky American (KYPR) Production

File Edit Functions Go Path Help

Path [ ] Account 100257-5 Name University Of Ky

Batch @007 Bill Date 8/05/2011  
Service Address Rose St Trans # 43006335

BILL DETAIL			
Meter reads in current period:		(\$4,41000 x 3,918.00)	17278.38
Meter Number 060520089N		Total Use Billed 3,919.00	17284.24
Present-actual	2136	---Taxes---	
Last-actual	2008	School Tax	397.34
Meter Number 060468562N		Franchise Fee - LFUCG	397.34
Present-actual	4335	KRA Withdrawal Fee - 100CF	232.87
Last-actual	3301	Total taxes, Aug 05, 2011	1027.55
Meter Number 060286421N		---Total Current Charges---	31323.49
Present-actual	54400		
Last-actual	53158	---TOTAL AMOUNT DUE---	31323.49
Meter Number 060286416N			
Present-actual	31258		
Last-actual	30674		

Refresh [ ] [OK] [Cancel]

Multiple meters listed on bill

Usage from all meters combined into one record for billing

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



Usage Data File Layout - Billing Records.txt - Notepad

File Edit Format View Help

2 2 2 2 3 3 3 3  
6 7 5 9 0 1 2 3

3456789012345678901234567890123456789012345678901234567890123456789012345678901234567

Lexington	KY405154632AJ	012M1	0	0
Lexington	KY405111076AJ	012M2	0	0
Lexington	KY405081234AJ	012M2	0	0
Lexington	KY405081426AJ	012M1	029-000000003100CF	0
Lexington	KY405081328AJ	012M1	029-000000004100CF	0
Lexington	KY405081203AJ	012M1	029-000000001100CF	0
Lexington	KY40509 AJ	012M1	029-000000034100CF	0
Lexington	KY405081344AJ	012M1	029-000000006100CF	0
Lexington	KY405031102CB	012M1	029 000000011100CF	0
Lexington	KY405031102CB	012M1	029 000000002100CF	0
Lexington	KY405031109CB	012M1	029 000000005100CF	0
Lexington	KY405042301CB	012M1	028 000000000100CF	0
Lexington	KY405032661A	012M1	020 000000004100CF	0
Lexington	KY405032905CB	012M2	027 000000000100CF	0
Lexington	KY405141031CB	012M1	023 000000003100CF	0
Lexington	KY405060001A	012M4	031 000003910100CF	0
Lexington	KY405060001A	012M4	031 000045393100CF	0
Lexington	KY405060001A	012M4	031 000000535100CF	0
Lexington	KY405060001A	012M4	031 000004479100CF	0
Lexington	KY405060001A	012M4	031 000005134100CF	0
Lexington	KY405060001A	012M4	031 000009133100CF	0
Lexington	KY405060001A	012M4	031 000004549100CF	0
Lexington	KY405060001A	012M4	031 000009496100CF	0

File layout

Usage data record for UK account 100257

**Exhibit B:**

LFUCG Billing Services RFP Response from Greater Cincinnati Water Works  
(GSWW Proposal)



December 8, 2011

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

RE: Billing Services Request for Proposal

Greater Cincinnati Water Works (GCWW) is pleased to submit this response to the Lexington-Fayette Urban County Government (LFUCG) request for proposals to provide billing and collection for sewer, landfill, and water quality fees.

We're excited by the mutual opportunities this RFP presents. Collaborating with a regional municipality like LFUCG to provide these services is directly in line with GCWW's newly revised vision, which states:

*We will be the standard of excellence in water and service delivery to contribute towards the competitive advantage of the region.*

By selecting GCWW to provide your billing and collection services, LFUCG gains a regional utility partner that is an industry leader in customer service. Your customers will receive the benefits of the investments we have made to continuously improve our customer service.

GCWW commits to provide these services for the prices outlined below. This price offer is binding for 90 days. We are proposing two pricing options.

**Pricing Option 1**

Pricing Option 1 involves a combination of a lump sum payment for implementation upon System Acceptance, and a per bill cost after the system has been accepted. The lump sum payment will be at cost, not to exceed \$751,700. While the project plan includes project milestones other than system acceptance, these milestones are not payment milestones. Once the system has been accepted, LFUCG will pay \$.83/bill in Year 1. This includes one-time costs related to contact center staffing and training. A 2% inflationary factor is applied for Year 2, 3, and 4.

Year	Billing Service Price Per Bill	Customer Service Price Per Bill	Other Price Per Bill	Total Price Per Bill
Year 1*	\$0.28	\$0.55	Not applicable	\$0.83
Year 2	\$0.29	\$0.53	Not applicable	\$0.82
Year 3	\$0.30	\$0.54	Not applicable	\$0.84
Year 4	\$0.31	\$0.55	Not applicable	\$0.86

\* In addition to the price per bill identified above, Year 1 has a one-time implementation lump sum payment upon System Acceptance, at cost not to exceed \$751,700.

**Greater Cincinnati  
Water Works**  
*The Standard for Excellence*

4747 Spring Grove Avenue  
Cincinnati, Ohio 45232 1988  
513 591 7740 Phone  
513 591 7744 Fax

**Biju George, P.E.**  
*Interim Director*

**Faye Cossins**  
*Acting Superintendent  
Commercial Services Division*

**Customer Service**  
513 591 7700  
513 591 7730 TDD

**Emergency Service**  
513 591 7700  
513 591 7905 TDD



Greater Cincinnati Water Works

Greater Cincinnati  
Water Works  
The Standard for Excellence

**Pricing Option 2**

Pricing Option 2 spreads the implementation costs over the first two years, once the system has been accepted. The implementation cost will be incorporated into the per bill cost for the first two years at a fixed price of \$751,700. While the project plan includes project milestones other than system acceptance, these milestones are not payment milestones.

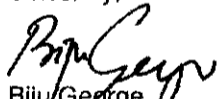
Year	Billing Service Price Per Bill	Customer Service Price Per Bill	Implementation Price Per Bill	Total Price Per Bill
Year 1	\$0.29	\$0.56	\$0.27	\$1.12
Year 2	\$0.30	\$0.53	\$0.27	\$1.10
Year 3	\$0.29	\$0.54	\$0.00	\$0.83
Year 4	\$0.31	\$0.54	\$0.00	\$0.85

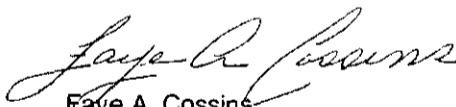
GCWW stipulates:

- Biju George has sufficient authority to commit GCWW to this proposal.
- We agree to the scope, terms, and conditions of LFUCG's RFP, with the following exceptions:
  - General Provisions (#1 page 23) – GCWW cannot consent to the provision to defend-hold harmless. We agree to bear responsibility for any actionable claims or penalties that may arise from an alleged violation of the referenced laws.
  - General Provisions (#12 page 25) – GCWW takes exception to the At Will Termination provision. We would like to negotiate a reasonable reimbursement amount payable to GCWW for its start-up expenses if the agreement is terminated without cause within a specified time period.
- Faye Cossins, Commercial Services Division Superintendent, is GCWW's authorized negotiator for this engagement and will serve as the project sponsor and primary contact.
- LFUCG will have ownership of the deliverables proposed.
- This scope of work and price proposal is valid for at least 90 days from the proposal opening date of December 8, 2011.

Thank you for the opportunity to present this proposal. We look forward to collaborating with LFUCG to provide superior service to your customers and to contribute to our region's competitive advantage.

Sincerely,

  
Biju George  
Interim Director  
Greater Cincinnati Water Works

  
Faye A. Cossins  
Superintendent, Commercial Services Division  
Greater Cincinnati Water Works



Submitted by:  
**Greater Cincinnati Water Works**  
4747 Spring Grove Avenue, Cincinnati, OH 45232

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# **Response to Lexington- Fayette Urban County Government**

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Billing Services  
Request for Proposal

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December 8, 2011

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## Executive Summary

Lexington-Fayette Urban County Government (LFUCG) is seeking quality third-party billing and collection services for sewer, landfill, and water quality management. LFUCG seeks a full-service vendor who will provide comprehensive customer service, from customer contacts and billing to payment processing, delinquencies, and bad debt collections. These services are currently provided by Kentucky American Water Company (KAWC), but KAWC has notified LFUCG that they will be discontinued beginning in April 2012. Greater Cincinnati Water Works (GCWW) proposes to provide these services to LFUCG, allowing LFUCG to benefit from our proven commitment to outstanding customer service and our 63 years of experience providing billing and collection services to other utilities.

We propose a phased implementation plan designed to quickly transition contact center, billing, payment, and collection services from KAWC, while maintaining current capabilities and impacting LFUCG's customers as little as possible. This plan addresses the urgency of LFUCG's April deadline, but still provides the opportunity to achieve maximum value by refining and enhancing services. Our approach includes three phases:

- **Implementation** includes the tasks necessary to migrate from the current environment with KAWC to GCWW's system.
- **Ongoing Operations** starts once implementation is completed. It involves conducting regular operational reviews, reviewing service levels, continuing training and coaching of customer service staff (including contact center, billing, payment processing, delinquencies, and collections), staying synchronized with LFUCG's operational changes related to customers, managing the contract, and developing a continuous improvement plan.
- **Continuous Improvement** involves focused enhancement projects (for example, streamlining complex or inefficient processes such as manual adjustment processing) and incorporating regular upgrades and improvements related to billing, collections, and contact center services.

We believe LFUCG will achieve the most benefit by partnering with GCWW for these services.

***LFUCG's customers will benefit from GCWW's industry leadership in customer service.***

- GCWW has a history of relentless self-improvement. Recent customer service improvements include implementing leading edge processes such as agent and supervisor "assist lines;" producing a well-developed electronic knowledge base to provide consistent and current information; implementing quality management/training tools such as synchronized screen/voice recording for training and individual coaching purposes; and upgrading our workforce management system (which enhances our operational efficiencies while achieving targeted service levels through the use of predictive workforce scheduling).

- Our staff has extensive customer service involvement with industry organizations, building national contacts and exposure to best practices. This involvement includes delivering presentations at conferences and serving on customer service, public affairs, and information technology committees.
- Our contact center focuses on delivering quality service and value (effectively addressing the caller's issues in a timely and respectful manner) rather than focusing only on numbers and speed (for example, the number of calls per agent, and average handle time).
- We routinely participate in customer service industry research projects. For example, we:
  - Were one of 16 utilities involved in the 2004 AwwaRF (now Water Research Foundation) project "Effective Practices to Select, Acquire, and Implement a Utility CIS"
  - Were selected as a best practices case study in the 2010 Water Research Foundation (WaterRF) project "Optimizing the Water Utility Customer Contact Center"
  - Participated in the 2006 AwwaRF (now WaterRF) project, "Benchmarking Water Utility Customer Relations Best Practices"

***LFUCG will benefit from sharing services with another public utility.***

- Sharing services allows GCWW and LFUCG to share costs across a larger customer base. Larger customer service functions provide substantial economies of scale. This allows LFUCG to share in the investment benefits of a much larger utility, as well as benefiting GCWW's current customers.
- Sharing services strengthens both utilities and builds regional capabilities.
- Sharing services allows LFUCG to work with another public utility that intimately understands the public utility culture, requirements, and constraints.

***LFUCG will meet the imposed transition deadline while continuously improving and refining requirements.***

Our phased project approach meets the April deadline while providing for continuous improvements and refining operations.

***LFUCG's customers will benefit from GCWW's policy of "staffing for success" in customer service.***

- We hire for customer service attitude.
- We continuously train our staff.
- Our core of full-time agents is complemented by part-time agents, enabling cost effective staffing for peak workloads – with highly trained agents.
- We proactively use predictive workload scheduling to meet staffing needs.



- We have 12 IT resources dedicated to supporting the customer service section, and can rapidly tap into other skilled IT resources within GCWW as needed.

***GCWW has a history of success; our proposed solution meets all LFUCG's requirements while enhancing LFUCG's customer service.***

- GCWW has provided contact center, billing, payment processing, and collections services for 63 years for our regional utility partners (further information on our public contracts is provided in Appendix C).
- GCWW already delivers the required services with highly satisfied customers. We have hands on experience in handling calls, billing, taking payments, and addressing non-payment for each of the needed services, and dealing directly with the impacted customers. Our customers are highly satisfied (see further information on our customer service metrics in Appendix E).
- We understand the features important for a successful customer service partnership, we provide those features, and we continuously improve our capabilities. The following table outlines typical features and demonstrates our ability to provide them.

<b>Desired Features</b>	<b>GCWW Capabilities</b>
Differentiated welcome and customized scripts based on number dialed and options selected	Current
Leading edge quality management tools to support timely, effective feedback and meaningful training	Current; upgrade in process
Customer service call recordings upon request	Current
Predictive contact center workload scheduling	Current
Agent assist and supervisor assist to achieve quick resolution	Current
Electronic knowledge base for quick, consistent responses	Current
Auto-dialer to remind selected customers of upcoming payments	Current
Multiple payment methods (cash, check, one-time ACH, recurring ACH, credit/debit, web)	Current
NCOA (National Change of Address updates to improve accuracy of mailing addresses and reduce returned mail)	Current
Integrated tools and processes (CIS, field mobile, staff scheduling, operational reports and other analytics)	Current; enhancing to be state of the art
Interactive Voice Response (IVR) continuously analyzed and updated to reflect changing customer needs and behaviors	Current; upgrade in process
Employee training/feedback based on systematic approach, well-developed curriculum, and integrated tools	Current; enhancing tools
Hire employees for customer service passion and aptitude	Current

Desired Features	GCWW Capabilities
Regular performance metrics reporting and analysis	Current
Post-call survey	Piloting in Q1, 2012
Online chat	Piloting in Q1, 2012
Translation service for foreign language support with over 150 languages available 24x7	Current

By choosing GCWW to provide contact center, billing, payment, delinquency processing, and collection services, LFUCG will meet its short-term deadline, while realizing the long-term benefits of partnering with a best-in-class public utility customer service provider.

## 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>	<p><b>GCWW Response: 2</b></p> <p>All the data included in Attachment 1 can be accommodated in our current billing system. We have the ability to store data based on the following elements (and more...): customer, premises, service (sewer, landfill, etc.), billing, payments, service orders.</p> <p>Previously we have provided customers access to this data by creating forms for read-only access for a period of time. After that period of time, the customers will have built up enough "real" history that these tables/forms are no longer needed. If desired, we can accommodate 24 months of history.</p>	<p>S</p>
<p>Requirement 1.2: The ability to add additional fields for the historical customer database</p> <ul style="list-style-type: none"> <li>• A GIS ID will eventually be added. The GIS ID will be a unique ID that will relate back to each customer address.</li> </ul>	<p><b>GCWW Response: 2</b></p> <p>Information such as GIS data can be added to our mapping form. This information is directly related to the premises and is where we currently keep all of our related GIS information.</p> <p>Other interfaces that GCWW has implemented might be of future interest. For example, we have real-time payment data to field staff related to scheduled shut-offs, as well as a bi-directional interface with our Work Management System.</p>	<p>H</p>
<p>Requirement 1.3: The ability to use a primary key to link customer data between the 3 billing sources; sewer, WQ, and Landfill</p> <ul style="list-style-type: none"> <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>	<p><b>GCWW Response: 2</b></p> <p>In our billing system all three of these (sewer, WQ and landfill) would be set up as separate services on the account and therefore automatically be related to the same premises.</p> <p>All related billing and adjustment items are related to a particular account, allowing each of these services to be adjusted easily for each account.</p>	<p>H</p>

Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p>Requirement 1.4: The ability to link a closed account from previous service to a current account for payment collection and historical purposes</p>	<p style="text-align: center;"><b>GCWW Response: 2</b></p> <p>Our Customer Information System (CIS) has the ability to link a closed account from previous service to a current account for payment collection and historical purposes. An account in the billing system is established by combining a customer record with a premises record. The combined customer number and premises number form the account number.</p> <p>For example, if customer #123 moves into the home at premises #456, the active account would be #123-456.</p> <p>Building on this example, if customer #123 moves out and customer #234 moves in, the new active account would be #234-456 and the first account (#123-456) would become inactive.</p> <p>A query on premises #456 would bring up both accounts (inactive account #123-456 and active account #234-456).</p> <p>If customer #123 then moved into premises #890, that new account would be #123-890.</p> <p>A query by customer name or number would bring up both accounts associated with that customer (inactive account #123-456 and active account #123-890).</p> <p>All histories by customers, premises and accounts remain available. For payment collection, closing balances can be kept on the inactive account or be transferred to the active account depending upon LFUCG policy.</p>	<p>H</p>
<p>Requirement 1.5: The ability to maintain multiple addresses and contact info for an account and identify which address should receive the bill</p>	<p style="text-align: center;"><b>GCWW Response: 2</b></p> <p>Our billing system provides capabilities to enter multiple address types for a given customer and to then select which of the address types to use based upon the time of year or purpose.</p> <p>For example, we have customers with a permanent address for billing, a seasonal address for billing, and an address for receiving annual backflow testing notifications.</p> <p>Similar capabilities are provided for home, office, cellular, fax and other telephone numbers.</p> <p>Our Contact Center agents collect and verify email addresses during customer calls. Emails currently are used for newsletters, notifications and other important information.</p>	<p>H</p>

Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p>Requirement 1.6: The ability to provide a secure environment to store the customer database.</p>	<p style="text-align: center;"><b>GCWW Response: 2</b></p> <p>All LFUCG data will be kept separate and secure in our billing systems. This system will be kept in a secure and dedicated data center. This system is backed up continuously to allow a quick switchover to a new system in case of disaster without loss of any data.</p> <p>Inside the billing systems, LFUCG users will be able to access and see only data that applies to them. All of this is handled through the security module of our billing systems.</p> <p>Also using the security module, form level security is assigned to users as needed to perform their job functions. The most common options for assignment are query only or update ability. Update capabilities are normally assigned to the contact center and billing operations staff. Security guidelines can be established within the billing systems to meet LFUCG's business needs.</p>	<p style="text-align: center;">S</p>
<p>Requirement 2.1: The ability to accommodate the billing calculations as defined in Attachment 2</p>	<p style="text-align: center;"><b>GCWW Response: 2</b></p> <p>Our billing system can accommodate all billing calculations and adjustments for sewer, water quality management, and landfill as defined in Attachment 2.</p> <p>Specifically for sewer, the system is capable of accepting readings in a variety of units of measure (gallons, 100 gallons, 1000 gallons, cubic feet, tens of cubic feet and hundreds of cubic feet, and others) and calculating charges in those same units of measure, as well as calculating the charges in units of measure differing from the read units of measure.</p> <p>For instance, we can easily accept readings in gallons and calculate the charges in hundreds of cubic feet. Different units of measure can be managed without issue.</p> <p>Our system also has full capabilities to handle the LFUCG Fall/Winter Average calculations. We currently use this functionality for two of our largest Client Partners.</p> <p>For water quality management billing calculations, our system is fully capable of handling both A and B parcels through simple system rules set up.</p>	<p style="text-align: center;">S</p>

Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p>Requirement 2.2: The ability to easily change the rate charged for each fee</p>	<p><b>GCWW Response: 2</b></p> <p>We currently perform this function. The dollar amount of a rate can easily be changed in the system. A rate history of all prior rates and the ending date for the previous rate are kept in the billing system. When a new rate is implemented, our system has the capability to calculate charges entirely at the old rate, entirely at the new rate, or prorate based on the effective date. This feature can be configured at the system level rule as determined by LFUCG business requirements.</p>	<p>H</p>
<p>Requirement 2.3: The ability to generate an easy to read, informative bill that contains at minimum, the information in Attachment 3</p>	<p><b>GCWW Response: 2</b></p> <p>We currently provide an easy to read billing statement that is very informative. All information in Attachment 3 is easily shown on the billing statement. A sample bill is provided at the end of this Requirements Response Matrix.</p>	<p>H</p>
<p>Requirement 2.4: The ability to calculate and generate the bill for mailing within 3 days of receiving the data from LFUCG.</p> <ul style="list-style-type: none"> <li>• Regular billing cycle process of daily or weekly per data availability from KAWC</li> </ul>	<p><b>GCWW Response: 2</b></p> <p>We are able to calculate, generate and mail customer bills within 3 days of receiving all relevant data from LFUCG.</p> <p>In order to efficiently process data sent from KAWC, we propose setting up an automatic interface to process meter reading records. This file would be delivered to a pre-determined electronic location and then picked up by our automatic process to load these readings into the billing system.</p> <p>After these readings are loaded, staff will analyze any meter reading exceptions that have been identified by the system and correct these exceptions before printing &amp; mailing the bills to customers.</p> <p>Our standard process is to calculate and generate the bill the day following the receipt of meter readings.</p>	<p>M</p>

Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p>Requirement 2.5: The ability to add notes to bills for the purpose of informing customers</p>	<p><b>GCWW Response: 2</b></p> <p>Custom notes can be added to bills based on LFUCG business requirements. Selection criteria can be met for adding bill notes at the customer level, account level, service level, etc.</p> <p>Our Client Partners have used the bill message functionality to select all accounts within a service area and display a message about a current rate change or on how to access their website. This functionality also allows for bill messaging to be put on all accounts that belong to one customer. A message can also be displayed on billing statements for particular services such as sewer, water quality management, or landfill. This functionality is very versatile and can be used as appropriate by LFUCG.</p>	M
<p>Requirement 2.6: The ability to include multiple accounts on one bill</p> <ul style="list-style-type: none"> <li>• See the example in Attachment 4</li> </ul>	<p><b>GCWW Response: 2</b></p> <p>Our billing system allows for billing multiple accounts on the same bill.</p> <p>Our billing system is capable of generating the consolidated bill shown in the example in Attachment 4.</p>	M
<p>Requirement 2.7: The ability to add the LFUCG seal to the bill</p>	<p><b>GCWW Response: 2</b></p> <p>We have the ability to add a custom logo to the bill.</p> <p>We are able to match RFP requirements for the bill and make simple modifications as part of the initial implementation time and cost.</p> <p>Complex modifications will require further explorations and efforts.</p> <p>A sample bill is attached at the end of the matrix.</p>	M
<p>Requirement 2.8: The ability to accommodate LFUCG edits to the bill design prior to implementation</p>	<p><b>GCWW Response: 2</b></p> <p>We will work with LFUCG to create an agreeable bill design and layout. We have layout templates and also have the ability to create a custom design for LFUCG.</p>	M
<p>Requirement 2.9: The ability to receive and apply adjustments to bills</p> <ul style="list-style-type: none"> <li>• LFUCG will send adjustments to all three fees on a daily, weekly or monthly basis</li> </ul>	<p><b>GCWW Response: 2</b></p> <p>We have the ability to apply adjustments to the accounts at any point in time. All types of adjustments as provided in Attachment 2 are possible in the system.</p> <p>A procedure will be set up between LFUCG and GCWW to receive and apply adjustments into the system.</p>	H

Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p>Requirement 2.10: The ability for the vendor to accommodate the LFUCG timeline for implementing the billing system</p> <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>	<p><b>GCWW Response: 2</b></p> <p>As long as all necessary data is received by GCWW according to the proposed project plan, bills can be sent out by 4/1/12.</p> <p>Refer to the attached project plan for details.</p>	<p>H</p>
<p>Requirement 3.1: The ability to receive and post payments to customer accounts on a daily basis</p>	<p><b>GCWW Response: 2</b></p> <p>We currently perform this function. We have the ability to receive and post payments in batch or near real-time mode via the following payment channels:</p> <ul style="list-style-type: none"> <li>• Point of Sale (POS) / Drop Box</li> <li>• Mail</li> <li>• Telephone/IVR Self-Service</li> <li>• Internet/Web</li> </ul> <p>All these channels allow various payment types – such as cash, check, EFT/ACH/eCheck, credit/debit cards.</p>	<p>H</p>
<p>Requirement 3.2: The ability to track and collect all accounts receivables through an agreed upon aging date, i.e., 120 days, 150 days, etc.</p>	<p><b>GCWW Response: 2</b></p> <p>We have numerous aging reports that will show all receivables upon aging date. These reports can be automatically delivered in PDF and/or MS Excel format.</p>	<p>H</p>
<p>Requirement 3.3: The ability to generate and mail a second notice for unpaid accounts</p> <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>	<p><b>GCWW Response: 2</b></p> <p>We currently perform this function.</p> <p>We have a configurable, rule-based delinquency module in the billing system where rules are set based on business requirements.</p> <p>Our system can generate turn-off work orders or necessary reports based on rules defined in the system.</p> <p>The first and second letters can have different verbiage as required by LFUCG.</p> <p>When the customer is no longer delinquent, a turn on service order can be generated, as well.</p> <p>There is also functionality to generate automated outbound dialer calls – as determined by business requirements of LFUCG.</p>	<p>H</p>



Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p><b>Continuation from previous page</b></p> <p>Requirement 3.3: The ability to generate and mail a second notice for unpaid accounts</p> <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>	<p>GCWW suggests the following best practices for this process:</p> <ul style="list-style-type: none"> <li>• Review existing business rules and policies regarding payments and delinquencies. Identify and resolve inconsistent rules/policies. Train staff (Customer Service Representatives and field staff) regarding the new rules; enforce consistent application via automation and data analysis</li> <li>• Configure and use credit ratings</li> <li>• Include customer's payment history as part of the payment profile</li> <li>• Adapt policies to payment profiles. Example payment profiles could be: can't pay, won't pay, forgot to pay, and willing to pay early. Establish profiles and policies for each group.</li> <li>• The language of automatically-generated and mailed second notices should be based on the recipient's credit rating:               <ol style="list-style-type: none"> <li>1. High credit-rated customers have typically simply forgotten to pay. The automatically-generated second notice is an upbeat, light-touch reminder</li> <li>2. Middle credit-rated customers typically have trouble paying on time. The automatically-generated second notice is a business-like reminder advising of potential impact on credit rating</li> <li>3. Low credit-rated customers typically have had serious or ongoing – or both – problems paying. The automatically-generated second notice mentions the possibility of cut off for non-payment and additional fees</li> <li>4. Low credit-rated customers sometimes use the second notice as the reminder that it is time to pay the bill. Consider configuring an earlier second notice for low credit-rated customers to prompt earlier attention, by a few days, to paying the water bill</li> </ol> </li> <li>• Provide flexible payment arrangements and multiple payment channels</li> <li>• Proactively focus on at-risk customers. For example, implement an outbound dialing reminder with option to pay</li> <li>• Uncollected debts become less valuable over time. Act accordingly – don't let them age without working them. Sell off bad debt when it reaches a certain age</li> </ul>	<p>H</p>

Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p>Requirement 3.4: The ability to receive customer payments via multiple methods</p> <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>	<p style="text-align: center;"><b>GCWW Response: 2</b></p> <p>We currently have the ability to receive and post payments via following payment channels:</p> <ul style="list-style-type: none"> <li>• Point of Sale (POS) / Drop Box</li> <li>• Mail</li> <li>• Telephone/IVR Self-Service</li> <li>• Internet/Web</li> </ul> <p>All these channels allow various payment types – such as, cash, check, EFT/ACH/eCheck, credit/debit cards.</p> <ul style="list-style-type: none"> <li>• Available tenders for POS/ payments are cash, check (personal, business, money order, travelers check), Credit/Debit cards (MasterCard, VISA, American Express, and Discover).</li> <li>• Available tenders for mail and drop box payments are checks (personal, business, money order).</li> <li>• Available tenders for IVR channel are Credit /Debit cards (MasterCard, VISA, American Express, Discover) and EFT/ACH/eCheck</li> <li>• Available tenders for WEB channel are Credit /Debit cards (MasterCard, VISA, American Express, Discover), EFT/ACH/eCheck</li> <li>• Our FISERV – Checkfree (<a href="http://www.mycheckfree.com">www.mycheckfree.com</a>) service allows ACH payment processing (electronic billing implementation is required for this channel)</li> <li>• Our Lockbox channel allows check (personal, business, money orders) payments.</li> </ul> <p>The following best practices are recommended:</p> <ol style="list-style-type: none"> <li>1. Provide multiple payment channels (for example, in person, on-line, phone (IVR), recurring payments, etc.</li> <li>2. Provide multiple payment methods (e.g., cash, credit/debit card, 1 time ACH, recurring ACH, electronic payment (biller direct model), and electronic payment (consolidator model)) with near real-time confirmation</li> <li>3. Support self-serve payments (24x7)</li> <li>4. Provide multiple payment locations (authorized payment location stations)</li> <li>5. Include payment history in the customer contact history (for example, denials, errors, and charge attempts)</li> <li>6. Auto outbound notification calls with auto-pay option</li> <li>7. Deposit payments as soon as possible (for example, Point of Sale ACH Conversion)</li> <li>8. Automatically remove disconnect orders for all approved/timely payments</li> <li>9. Educate customers regarding payment options</li> <li>10. Provide incentives to use lowest cost options</li> </ol>	<p>H</p>

Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p>Requirement 3.5: The ability to apply partial payments in a specific order</p> <ul style="list-style-type: none"> <li>1<sup>st</sup> WQMF, 2<sup>nd</sup> Landfill, 3<sup>rd</sup> Sewer</li> </ul>	<p><b>GCWW Response: 2</b></p> <p>Our Payments Application program has the ability to distribute payments in a variety of configurable scenarios – including the specific order described on this requirement.</p>	S
<p>Requirement 3.6: The ability to provide customer service to LFUCG user fee customers</p> <ul style="list-style-type: none"> <li>To answer questions about the bill</li> <li>To arrange payment</li> </ul>	<p><b>GCWW Response: 2</b></p> <p>GCWW operates a full service Contact Center. Customer Service Representatives are well versed in water/sewer/water quality/waste collection bill interpretation. The majority of CSR calls today involve explanations in response to inquiries about customer bills.</p> <p>We currently provide payment arrangements for customers, including payment extensions and multiple installment plans, for quarterly accounts. We can do this for LFUCG's monthly accounts under special circumstances, for example, when there is a high bill due to a leak.</p>	M
<p>Requirement 3.8: The ability to receive and apply adjustments to bills</p> <ul style="list-style-type: none"> <li>Each area will send adjustments on a daily, weekly or monthly basis</li> </ul>	<p><b>GCWW Response: 2</b></p> <p>We have the ability to apply adjustments to the accounts at any point in time. All types of adjustments as provided in Attachment 2 are possible in the system.</p> <p>A procedure will be set up between LFUCG and GCWW to receive and apply adjustments into the system.</p>	H
<p>Requirement 4.1: The ability to provide LFUCG access to the vendor's billing data</p> <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>	<p><b>GCWW Response: 2</b></p> <p>We will provide remote access for LFUCG to log in to the billing system. The access can be read-only or update based on roles and privileges – as determined by business requirements.</p> <p>Part of the provided solution will include audit capability to key fields in the system. This audit capability allows users to look at changes made in the past.</p> <p>We also provide real time backups of the entire database. These backups are retained for a six month period of time. This means that we would have the ability to provide a snapshot of exactly what the system looked like at any given time of the day for a six month period. This would allow restoration to a certain point in time if needed for further research or testing.</p>	S

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 4.2: The ability to provide a unified bill history allowing all three fees' history to be viewed together	<p align="center"><b>GCWW Response: 2</b></p> <p>We currently perform this function.</p> <p>The Ledger History form in our billing system displays the history of all three fees where they can be viewed together.</p> <p>Current and historical information for payments, adjustments and bills are also easily obtainable.</p>	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>	<p align="center"><b>GCWW Response: 2</b></p> <p>We can provide access to data in one of two ways:</p> <ol style="list-style-type: none"> <li>1. LFUCG can contact GCWW technical staff for specific data requests on an on-demand basis</li> <li>2. GCWW can provide a daily database export to LFUCG that they can use to export day old data</li> </ol> <p>Custom notes can be added to billing statements based on LFUCG business requirements. Selection criteria can be met for adding billing statement notes at the customer level, account level, service level, etc.</p>	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>	<p align="center"><b>GCWW Response: 2</b></p> <p>We currently have numerous aged reports that will show all receivables upon aging date. This report can be automatically delivered in PDF and/or MS Excel format.</p>	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>	<p align="center"><b>GCWW Response: 2</b></p> <p>We have the ability to create reports or data files of active vs inactive accounts in the system. Simple reports could be delivered via email or automated files could be delivered to LFUCG to help automate any business processes or interfaces.</p>	H
Requirement 4.6: The ability to report on the number of customers that are classified as residential, commercial, industrial or OPA	<p align="center"><b>GCWW Response: 2</b></p> <p>In our system we differentiate between accounts using an Account Class or Service Type. We could use this functionality to easily identify and report on these different types of accounts.</p>	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>	<p align="center"><b>GCWW Response: 2</b></p> <p>Our system has the ability to add notes at the account level. Each note can have a specific Note Type. Each Note Type can be determined by LFUCG.</p> <p>These notes are displayed in the system when reviewing an account.</p>	M

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 4.8: The ability for LFUCG to create their own reports from the views/access they will be allowed	<p align="center"><b>GCWW Response: 2</b></p> <p>We are able to provide views/access to LFUCG so that necessary reports and queries can be built using the billing database.</p>	H
<p>Requirement 4.9: The ability for the vendor to provide standard reports</p> <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>	<p align="center"><b>GCWW Response: 2</b></p> <p>We will provide all reports identified in the RFP.</p> <p>Additionally, we currently have over 400 reports – daily, weekly, monthly, quarterly, yearly – that GCWW uses for our daily operations. These reports can be utilized or modified to meet LFUCG needs.</p> <p>If needed, we will develop additional reports and/or reporting capabilities on a cost/hour basis.</p>	H

Sample Bill



City of Lexington, Kentucky  
Division of Water Quality  
301 Usie Industrial Avenue  
Lexington, Kentucky 40511  
(859) 425-2400

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
JOHN DOE	100000-1121111	OCT 18 2011	NOV 14 2011

Service Address: 123 MAIN ST LEXINGTON, KY 40511

Summary of Charges

Previous Bill Amount	\$100.18
Net Payments - Thank You	(50.00)
Net Adjustments	(10.00)
<b>Remaining Balance</b>	<b>40.09</b>

ACCOUNT MESSAGES

Your next meter reading is scheduled for NOV 29, 2011.  
Visit us at [www.lexingtonky.gov](http://www.lexingtonky.gov) for more information on our water quality incentive grant program.

Current Charge Details

Sewer Charges	55.74
Landfill Charges	6.01
Water Quality Charges	24.00
<b>Total Current Charges</b>	<b>\$85.75</b>
<b>Total Due</b>	<b>\$125.84</b>

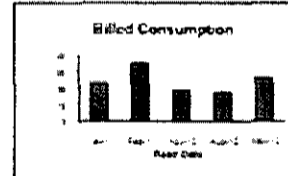
Current Charge Breakdown



Meter Reading Details

For Service From: SEP 14 to OCT 15 (Days of Service=30)

METER NUMBER	PREVIOUS READING	CURRENT READING	READ TYPE	USAGE	UNIT OF MEASURE	METER SIZE
1234	1520	1669	A	149	CCF	3/4
1235	30609	31081	A	472	kWh	3/4
1236	117	120	A	3	CCF	3/4



PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



City of Lexington - Water Quality  
P.O. Box 1234  
Lexington, KY 40511

Service Address: 123 MAIN ST LEXINGTON

ACCOUNT NUMBER	DUE DATE	TOTAL DUE
100000-1121111	NOV 14 2011	\$125.84

JOHN DOE  
123 MAIN ST  
LEXINGTON, KY 40511

Amount Paid: \$ \_\_\_\_\_

Please make check payable to: CITY OF LEXINGTON

### Screen Snapshots to Support Requirement 4.2

The "Ledger Card" displays the charges for all services billed on an account. Adjustments and payments that are made to the account will display as well.

Bill Date	Trans Date	Styp	Description	Trans Amt	Balance
	21-NOV-2011	N/A	Payment CHECK	49.99	0.00
	21-NOV-2011	N/A	Adjustment SWRD	-2.00	49.99
16-APR-2011	15-APR-2011	N/A	State Tax Fee	52	51.99
16-APR-2011	15-APR-2011	SLEX	Landfill Fee	6.60	51.47
16-APR-2011	15-APR-2011	3LEX	WM Qual Mgmt Fee	6.44	44.87
16-APR-2011	15-APR-2011	2COM	Sewer Charges	8.59	38.43
16-APR-2011	15-APR-2011	1COM	Water Charges	0.00	29.84

The CSR Interface provides a current overview and allows quick access to information on the account. The "Account Summary" portal will display all current activity as changes occur to the Ledger Card. The "Bill Summary" displays the "Current Bill" information such as Bill Date, Amount and Due Date. Clicking on the "Due Date" link will take you to the Ledger Card where all service fees are located. Histories of notes that are associated with the account are also displayed in the CSR Interface.

**Customer Summary**

**ACCOUNT SUMMARY**

Current Bill Amount	\$51.99
Payments	\$49.99
Adjustments	\$-2.00
Discounts	\$ 0.00
Current Balance	\$ 0.00
Unbilled Charges	\$ 0.00
Unbilled Penalties	\$ 0.00

**BILL SUMMARY**

Bill Date	Amount	Due Date
16-APR-2011	\$51.99	15-APR-2011
01-FEB-2011	\$10.00	31-DEC-2010

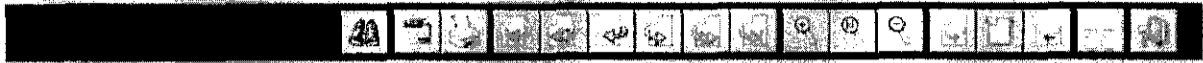
**NOTES**

Lvl	Num	Type	Serv	Date Entered	Entered By	Note Text
AR	58313	PAYMENT		21-NOV-2011 12:37:11	LCALOWEL	This is a test for a payment date.
AR	58312	CUSTOM	1000	21-NOV-2011 12:02:28	LCALOWEL	This is a test for a customer.
AR	58310	ADJUST	1000	21-NOV-2011 12:02:45	LCALOWEL	This is a test for a billing adjustment date.

An archive of all billing statements is also readily available. The actual billing statement that was mailed to the customer can be reviewed by clicking on the date link.

Search  Dates under this account ▼ for

Database: GCWW-Invoices ▼ Selected Account: 339624-1156297



Select Date

- [2011-10-18](#)
- [2011-07-20](#)
- [2011-04-21](#)
- [2011-01-20](#)
- [2010-10-18](#)
- [2010-07-21](#)
- [2010-04-21](#)
- [2010-01-21](#)
- [2009-10-19](#)
- [2009-07-21](#)
- [2009-04-21](#)
- [2009-01-21](#)



## 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

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

*Company name, headquarters address, and local responsible office*

Greater Cincinnati Water Works (GCWW)  
4747 Spring Grove Avenue, Cincinnati, OH 45232

The contract for GCWW's print and mail service is currently contracted to an organization in Miamisburg, Ohio. GCWW's credit card payment processor (FIS/Metavante) is not located in Cincinnati. The customer contact center is located in Cincinnati, Ohio, and all implementation services will be conducted in Cincinnati.

*Number of years in business*

Greater Cincinnati Water Works is a municipally owned and operated utility that the City of Cincinnati purchased from a private owner in 1839.

Cincinnati was incorporated as a city in 1819.

*Number of years active in providing billing services*

GCWW has always processed and produced its customers' bills. The GCWW has been providing billing services for other agencies and utilities for the last 63 years.

*Annual revenue*

\$125,267,000

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

GCWW is a municipally owned utility.

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

Not applicable

*Total number of employees*

Greater Cincinnati Water Works employs 553 staff members. We are proud of our skilled staff, and have a strong commitment to maintain and further develop our capabilities. Refer to Appendix G: GCWW Background for additional information regarding our training programs, and the staff credentials and certifications.

*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).*

GCWW is pleased to provide LFUCG with the following references. Each of these references will attest that GCWW always meets its budget and schedule commitments. While not requested in the RFP, some of our references have chosen to provide letters of recommendation. These can be found in Appendix G.

**Metropolitan Sewer District of Greater Cincinnati**

James A. (Tony) Parrot, Executive Director  
1600 Gest Street, Cincinnati, OH 45204  
513.352.4929; e-mail: [tony.parrott@cincinnati-oh.gov](mailto:tony.parrott@cincinnati-oh.gov)

The Metropolitan Sewer District of Greater Cincinnati (MSD) is a publicly operated wastewater utility with a ratepayer base of approximately 230,000 residential and commercial users. The Board of County Commissioners of Hamilton County created MSD in 1968. At that time, they established a 50-year contractual arrangement with the City of Cincinnati for the management of MSD's daily operations, including billing services, thereby creating a strong long-standing history of public-to-public partnership with the Greater Cincinnati Water Works. Sewer charges are based on water consumption. One meter reading produces charges for both services, thereby creating a natural partnership.

GCWW provides MSD with billing services for approximately 211,000 active sewer accounts (including payment processing, reports, billing adjustments, delinquency and collections). Most of these accounts are billed on a quarterly basis, with about 6,000 monthly bills. GCWW charges for sewer using "History Based Consumption" (HBC), which is similar to LFUCG's "Fall Weather Average" (FWA). GCWW handles both sewer "add" and "deduct" meters. GCWW also bills for "Effluent" charges, which are similar to LFUCG's "Extra Strength" charges. In addition to the billing services, GCWW provides MSD with contact center services for billing and account questions.

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*"The trained professionals and dedicated staff at GCWW do an outstanding job of assisting our customers with questions or concerns."*

**-James(Tony)Parrott**  
MSD Executive  
Director

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According to James Parrott, MSD Executive Director:

"This partnership provides for shared services ... to generate accurate and timely utility billings, customer contact to address questions or concerns, and the use of the latest technology to provide outstanding billing and customer service. These services are provided at an affordable rate in a very professional manner. The departments work very closely together to identify workflows or operations that enhance efficiencies and explore the use of the latest or emerging technologies that can be used to provide enhanced services to our customers and the community we serve. GCWW employees know and understand our work rules and billing rate structure. In closing, this long-standing partnership has been very beneficial to us. I highly recommend GCWW for this project."

**Metropolitan Sewer District of Greater Cincinnati – Stormwater Management Utility**

Amy May, Senior Administrative Specialist  
1600 Gest Street, Cincinnati, OH 45204  
513.244.1329; email: [Amy.May@cincinnati-oh.gov](mailto:Amy.May@cincinnati-oh.gov)

In 1984, Cincinnati City Council created the Division of Stormwater Management Utility (SMU) within the Cincinnati Department of Public Works. Cincinnati's SMU was among

the first stormwater utilities created in Ohio. The agency was charged with correcting chronic flooding problems, designing new drainage facilities, and maintaining the existing storm sewer and storm inlet system to ensure their proper operation during rain events. In 1995, SMU was transferred from the Department of Public Works to the Department of Sewers (MSD). The transfer was done to eliminate duplicate services and to improve efficiencies of both agencies. In 1997, SMU's billing and customer service functions were transitioned to the GCWW with an identified annual savings of \$100,000 for SMU. With this move, the City consolidated the billing, collection, and customer service functions for water, sewer, and storm water, with one service provider..

Today, GCWW provides billing services for stormwater (including payment processing, reports, billing adjustments, delinquency and collections) for 82,852 accounts. Most of these accounts are billed quarterly, with some monthly bill. In addition to the billing services, GCWW also provides contact center services for billing and account questions.

**Butler County Water & Sewer Department**

Elden Ward, Jr., Customer Care Manager  
130 High Street, Hamilton Ohio 45011  
513 887-3968; e-mail: warde@butlercountyohio.org

Butler County is one of the fastest growing counties in Ohio, with a population of more than 100,000. The Butler County Water and Sewer Department (BCWS) provides safe, reliable services to Butler County.

<b>BCWS AT A GLANCE</b>	
<b>WATER</b>	<b>WASTEWATER</b>
12 MGD distributed	16 MGD treated
644 miles of main	700 miles of sewer
25 MGD water supply capacity	4 satellite treatment plants
6 MG ground storage	2 regional treatment plants
8.5 MG elevated storage	29 MGD treatment capacity
41,552 water customers	36,564 sewer customers

In 2000, BCWS and GCWW negotiated a water service agreement. These negotiations generated additional discussions between GCWW and BCWS regarding the potential for other shared services, especially billing services. BCWS had an antiquated billing system that had not been routinely updated and no longer met their needs. The potential savings from entering into a public-to-public partnership with GCWW over the cost of a new billing system and the necessary support staff led BCWS to choose GCWW as their billing service provider. The first bills were delivered in December 2004.

What stood out most to BCWS was that the service delivered by GCWW was "invisible." The BCWS customers never realized the customer service was being provided by another municipal agency. Elden Ward, BCWS Customer Care Manager, said this was

“huge” in maintaining their identity with the customers. The level of customer service was “flawless” to both the external customers and to the internal business customers.

Ward said “I can’t recall any time when (GCWW) didn’t meet our needs.” He went on further to say that whether it was a data request or a report or a desired enhancement – GCWW always met BCWS’ needs. He said this pointed to the level of commitment and quality of GCWW staff. Ward offers this advice to LFUCG: “there will always be changes and unexpected issues that arise and you can feel confident that GCWW will meet those future needs.”

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*“I can’t recall any time when (GCWW) didn’t meet our needs...there will always be changes and unexpected issues that arise and you can feel confident that GCWW will meet those future needs.”*

**Elden Ward**  
BCWS Customer  
Care Manager

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This brought “peace within the workplace.” “We never had a bad experience – and not just with the systems themselves, but also with the people.”

BCWS was extremely pleased with the quick implementation time. The software vendor (Cogsdale) considered a 12 month schedule ambitious, but GCWW completed the implementation in seven months. Ward found it impressive that, even with the short transition period, there were no missed bills.

Ward also recognized the advantages of a public-to-public partnership: There is a “like-mindedness” in culture, terminology, and processes that makes the partnership “easy.”

“In the end, we grew together.” We were both better utilities because of the partnership. And from the constituents’ perspective, it was great service at a low cost.

GCWW provided monthly water and sewer billing (including payment processing, reports, billing adjustments, delinquency notification and field service orders) and contact center services for 38,040 water and 36,446 sewer accounts. GCWW also provided contact center services for billing and account questions as well as requests for field response.

#### **City of Mason**

Jennifer Heft, Assistant City Manager

Mason Municipal Center, 6000 Mason-Montgomery Road, Mason, OH 45040  
513.229.8500; email: [jheft@masonoh.org](mailto:jheft@masonoh.org)

Mason is an affluent city in Warren County, Ohio, approximately 22 miles away from Cincinnati. Mason has experienced fast growth, moving from fewer than 5,000 residents in the 1960s to approximately 31,000 residents in 2010. To meet the needs of the growing community, GCWW began supplementing Mason (who owned and operated its own water treatment plant) with wholesale water service in 1997. In 2002, Mason decided to cancel the 1997 wholesale agreement and replaced it with a retail water service agreement with GCWW. This agreement included billing and customer care services. As part of this agreement, GCWW also began billing for Mason’s sewer, waste collection, and storm water services so that Mason customers would receive only one bill for all City services. “By authorizing this agreement, Mason City Council fulfilled their commitment to providing plentiful, quality and affordable water for the future. The City of Mason has an excellent working relationship with GCWW. Their operations, consistency in quality, and maintenance have been excellent.”

GCWW provides Mason with water, sewer, storm water and waste collection billing (including billing, payment processing, billing adjustments, delinquency and collections, service orders, and reports), for 10,466 water accounts, 10,202 sewer accounts, 10,371 storm water accounts, and 8,758 waste collection accounts. Most billing is done on a quarterly basis, with some monthly bills. GCWW also provides contact center services for billing and account questions for all services and full contact center service for water (e.g., service orders, emergency, etc.).

Today, GCWW is the sole supplier of water to the City of Mason. With over 10 years of billing service history, Mason's Assistant City Manager, Jennifer Heft, says that Mason has realized the desired benefits associated with "getting out of the billing business." With GCWW already providing billing services for well over 220,000 accounts, Mason believed it would be more cost-effective and efficient for Cincinnati to provide their total utility billing services. According to Ms. Heft, the Mason/GCWW billing and customer care partnership has "worked really well; it's nice; it's easy."

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*"(Mark Menkhaus) and his staff met with me and other City staff members to develop the billing process, the proper method of transferring residential information, and the development of necessary tracking reports. This assistance did not end once the contract was implemented in 2008. He has been available to us whenever we had questions about the GCWW daily or monthly reports."*

**Wright Gwen**  
Forest Park  
Environmental  
Services Program  
Manager

**City of Forest Park**

Wright Gwen, Environmental Services Program Manager  
1201 West Kemper Road, Forest Park, OH 45240  
513.595.5263; e-mail: [environment@forestpark.org](mailto:environment@forestpark.org)

Forest Park is a planned community in Hamilton County, Ohio, approximately 14 miles north of downtown Cincinnati. This largely residential city saw tremendous growth and development in the 1960s, when most of the housing stock was constructed. Forest Park's 19,000 residents (7,500 households) have been served by GCWW under the Hamilton County retail water service contract since 1955. In 2008 the city additionally contracted with GCWW to provide waste collection billing services to address health, safety, and environmental concerns. Prior to this contract, residents contracted for waste collection services individually through one of several waste haulers. It was found that nearly 10% of the residents actually had no service, so Forest Park contracted with a single waste hauler to provide a weekly service for all residents, with billing to the city. Under that contract, the city included yard waste and large item pick up, as well as recycling. GCWW's billing service includes a charge for waste collection on the water bill. This arrangement has allowed the city to greatly reduce illegal dumping, greatly increase recycling, and increase funding for environmental projects, all while reducing the overall cost to the residents. Forest Park offers two service levels: "Eco Tier" which provides pick up for one 65 gallon container, and the standard service which provides unlimited pick up. Residents may also choose to rent a 95 gallon waste wheeler for a nominal monthly charge.

Forest Park's Environmental Program Manager, Wright Gwyn, notes a dramatic improvement in waste handling throughout the city. With services automatically provided, waste gets from the home to the landfill without detour, recycling is free and easy, and neighborhoods stay cleaner. The city is able to depend on high collection rates to cover the monthly service charge to the waste hauler.

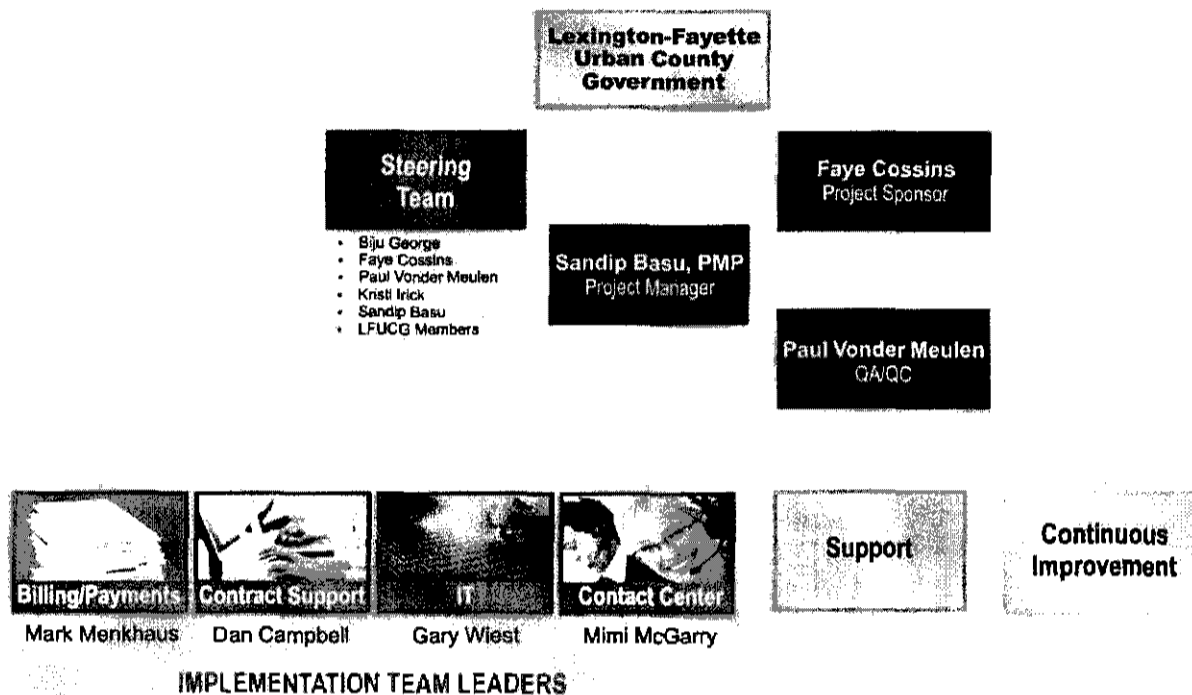
Wright Gwyn was impressed with the implementation process. "(Mark Menkhaus) and his staff met with me and other City staff members to develop the billing process, the proper method of transferring residential information, and the development of necessary tracking

reports. This assistance did not end once the contract was implemented in 2008. He has been available to us whenever we had questions about the GCWW daily or monthly reports.”

GCWW bills 5,322 waste collection accounts, (including payment processing, reports, billing adjustments, delinquency and collections, service orders). GCWW also provides contact center services for waste collection account and billing questions.

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

Full resumes for Key Project Staff are included in Appendix B. The following organization chart illustrates the project team structure and reporting.



In addition to the team members listed below, the project is supported by a group of skilled business analysts and technology experts. The team has benefited from GCWW's commitment to ongoing training and education, and holds numerous technology certifications. A list of relevant certifications is included in Appendix B.

Below are short biographies of the key project staff members.

**Biju George, Project Steering Team.** Mr. George is the Interim Director of the Greater Cincinnati Water Works. He focuses on strategic management of the utility, organizational culture and change management, business process optimization, infrastructure asset management strategies, and operating and long-term budgeting and planning. Mr. George intends for this project to be the national model for regional shared services – leveraging municipal capabilities and technology investments to bring efficiencies and reduced costs to the utilities and their customers.

**Faye Cossins, Project Steering Team and Project Sponsor.** Faye is an accomplished utility leader with a passion for delivering outstanding customer service. She has over 20 years of experience in operations and business management focusing on customer contact center and key client care. She is currently the Commercial Services Division Superintendent at GCWW.

**Paul Vonder Meulen, Project Steering Team and QA/QC.** Paul is a customer focused and results-oriented technology leader with proven problem-solving and leadership abilities. His background spans all facets of software implementation, enterprise information technology strategic planning, and enterprise system maintenance and system integration. He is focused on understanding the business needs and business challenges in order to deliver the most effective information technology solutions. Paul is GCWW's Information Technology Service Division Superintendent.

**Kristi Irick, Project Steering Team.** Kristi is the CFO and Superintendent of GCWW's Business Services. She has over 20 years of experience overseeing financial and customer service operations.

**Sandip Basu, Project Manager.** Sandip has over 20 years of Information Technology project management experience. Sandip works for Soft Vista, Inc. and has been a consultant to GCWW on numerous projects, including GCWW's Commercial Contact Center technology upgrade, the development and implementation of an on-line customer account management system with debit and credit card payments, CIS upgrades, and PCI compliance. He is PMP certified. Soft Vista is a certified MBE with the City of Cincinnati.

**Mark Menkhaus, Billing/Payments.** Mark provides departmental leadership focused on delivering best in class customer service through the efficient efforts of a dedicated and well-trained staff. Mark's commitment enables GCWW to meet its standard of excellence, and helps GCWW's commercial customers provide a high degree of customer satisfaction. Mark is an Assistant Superintendent in GCWW's Business Services Division, where he is responsible for managing billing services.

**Dan Campbell, Contract Support.** Dan is an experienced public administrator specializing in budgeting, contracts administration, and capital planning. He is a Senior Administrative Specialist responsible for the preparation, development and monitoring of the GCWW Commercial Services Division's annual \$9.1 million operating budget and capital budget. He assists with the operation and administration of the Commercial Services Division's Client Services Section

**Gary Wiest, IT.** Gary is the IT Assistant Manager for the Customer Service and Billing section. Gary leads a team of business analysts and technology experts responsible for developing, supporting and maintaining GCWW billing system applications.

**Mimi McGarry, Contact Center.** Mimi is GCWW Commercial Services Division's Assistant Superintendent for Customer Contact Center Operations. An experienced customer contact center manager, Mimi played a leadership role in GCWW's Contact Center Business and Technology Upgrade Project design and implementation. Her focus has been on applying contact center best practices to maintain superior service levels and on building client services partnerships.



*Location(s) of Key Project and Support staff*

All key project staff members are located in Cincinnati, OH.

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

Sandip Basu works for Soft Vista, Inc., a certified MBE with the City of Cincinnati.

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

GCWW has not been involved in litigation that involves billing services.

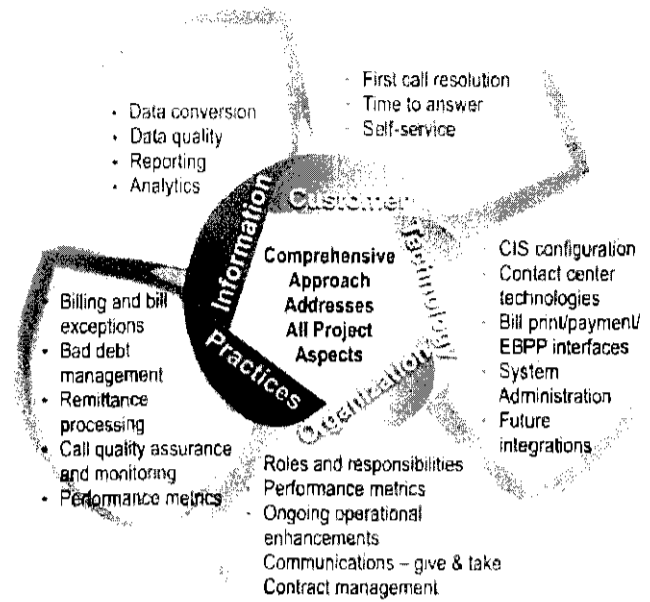
GCWW is involved or has been involved in 25 law cases to date since January 1, 2007. These cases involve 14 personal injury and /or property damage matters, five personnel matters, three contractor-subcontractor disputes, a petition to wrap-up corporate affairs of a private business, a City collection of past due charges, and a water service territorial dispute. Of these 25 cases, 13 are now pending. None of these 25 cases involve GCWW's Customer Assistance or Billing Operations Sections. A list of all these cases, including the case number, caption, governing jurisdiction, status, and a brief description, are included in Appendix D of this proposal.

## Project Plan & Deliverables

### Project Approach

GCWW's approach to providing LFUCG with billing, collections, and contact center services is based on a collaborative, partnering relationship with LFUCG. By understanding LFUCG's goals, opportunities, and challenges, GCWW will be best able to deliver the results that LFUCG desires – both in the short term and in the long term.

Successful solutions require a total systems perspective (as illustrated in the figure to the right), so GCWW has taken a comprehensive perspective of this project. The project plan is designed to help apply billing and collections best practices in addressing organizational, business practices, technology, information (data), and customer needs.



*GCWW's Comprehensive Project Approach is Designed to Achieve and Sustain a Successful Long-Term Relationship*

### Project Plan and Deliverables

GCWW's project plan is structured to migrate services from the KAWC system as rapidly as possible while maintaining the current capabilities. Once this is accomplished and the system is stable, additional capabilities will be added. This phased approach is key to meeting LFUCG's strict implementation timeline.

The project plan is composed of three key phases, briefly described below.

- **Implementation** involves migrating from the current environment with KAWC to GCWW's systems. Key tasks are project management, business process analysis, systems and interfaces, testing, training, go-live, and transition/stabilization. An optional task includes providing support related to customer communications during the migration to GCWW's system.
- **Ongoing Operations** involves managing the contract, reviewing service levels, maintaining the knowledge base, conducting regular operational reviews, and developing an annual continuous improvement plan.
- **Continuous Improvement** involves regularly upgrading the capabilities year over year. The specific projects to be carried out during continuous improvement will vary over time as additional capabilities are implemented, and new technologies become mainstream. Examples of potential continuous improvement projects include implementing additional payment channels, or developing additional business intelligence capabilities.

Deliverables are identified below as part of the project activities. For your ease of reference, they are summarized in the table below.

Activity	Deliverables
Project mobilization	Updated project plan; Memo summarizing Mobilization meetings
System Orientation Training	1 week of training regarding the basic GCWW system
Business Process Analysis	Working notes related to key business rules/policies
System Design	Updated functional and technical specifications
Data Conversion	Up to four data loads
Interfaces	Working interfaces for payments, meter reading, and adjustments
Remote Access	Tested, working remote access, including support documentation
Testing	Successfully completed test plan
Training Development	Training materials
Training Scheduling	Schedule of training classes, by roles
Training Delivery	Training classes
Prepare for Go-Live	Go/no-go criteria, go-live checklist, and a successful mock go-live
Go-Live	Successful functioning on GCWW's system
Punch List and System Acceptance	Punch list
Transition to Ongoing Operations	Project memo summarizing project results

## Implementation

### Pre-Project Activities

We anticipate contract discussions will revolve around two key documents: the contract itself, and a Memorandum of Understanding (MOU). The contract will define the fees, items to be defined in the MOU, LFUCG's responsibilities, GCWW's responsibilities, the term of agreement, representations by GCWW to LFUCG, remittances from LFUCG to GCWW, changes in the LFUCG service area that would/would not affect the contract, and relationship of LFUCG to GCWW under the agreement.

Key components of the MOU would include definitions, and processes related to new account generation, bill processing, contact center, payment processing, delinquency and collections, service orders, customer communications, reports, technology, training, governing of existing contracts, invoicing, request for changes, auditing accounts, and related exhibits.

It is important to identify and agree upon the items listed, yet defining these items takes time. Due to the short project timeline, we propose that as soon as possible, some activities start prior to the contract and Memorandum of Understanding being signed.

In particular, a key dependency and critical path item is data conversion. We propose that LFUCG provide GCWW with data files as described in Attachment 1 and settlement data under a Non-Disclosure Agreement prior to the actual contract and MOU signing. These preliminary data files would be used to start working on the file conversion scripts, and to understand the quality of the data ("data cleanliness").

Receiving these files as early as possible allows us as much time as possible on a critical path item in the overall project plan, and gives us an early opportunity to develop an understanding of the quality of data. This will help keep the project schedule on track.

### **Implementation Project Management**

**Activity 1: Project Management.** GCWW views project management as an essential component of a successful project. Our project management practices are adapted from the Project Management Institute's (PMI) practices with an eye toward successful public sector projects. Years ago we embarked on a program to develop and improve project management practices; as part of this program GCWW established a relationship with Xavier University to further define our project management practices. Since then many of our Project Managers have received training based on the PMI Body of Knowledge. We have continued to develop and implement standardized project management procedures so that our projects are brought in on-time and on-budget. We will bring this disciplined approach to your project.

Our Project Manager (PM) is responsible for the project scope, budget, and schedule. He will ensure that your needs are addressed, that quality assurance measures are applied to the project, and that appropriate project resources are available. He will update the LFUCG PM and Steering Team regarding progress toward the implementation. GCWW will provide written monthly progress reports – with more frequent updates as needed during implementation. He will provide the Steering Team with project updates in face-to-face meetings at key project milestones.

We will use standard project management tools (such as decision logs, issue logs, project correspondence, etc.). The project plan encompassing all tasks to be performed will be updated and reviewed with the LFUCG PM on a monthly basis.

In addition to standard good project management practices, we will directly address and manage risks. We will work with the Steering Team to develop a risk matrix. This matrix will be periodically updated over the course of the project, until the post-stabilization phase is completed. We will work with the LFUCG PM to develop a recommended course of action or alternatives to consider for risk mitigation.

**Activity 2: Project mobilization.** Because of its importance, mobilization is called out as a specific activity. Mobilization starts with a working session with the Project Managers from LFUCG and GCWW (and others as necessary). This session involves working with you to finalize the Steering Team and Project Team members; identify other key stakeholders;

identify action items for the Chartering Workshop (including collecting key contact information); review and adjust the project plan; agree on communications protocols; and discuss acceptance criteria.

We will meet with the Steering Team to discuss the project plan; project goals; measures of success; assumptions; constraints; and next steps.

Following this pre-work, we will conduct a Chartering Workshop with the Steering Team and Project Team. At this workshop we will provide an overview of the project plan; discuss and confirm project roles and responsibilities; review project goals and measures of success, assumptions, constraints, and communications protocols; exchange key contact information; and review next steps.

**Deliverable(s):** Updated project plan; Memo summarizing mobilization meetings

**Activity 3: Implementation Phase Closeout.** This activity is conducted during the Transition/Stabilization activity following successful go-live. It sets the stage for strong ongoing operations, and builds future capabilities for successful projects during the Continuous Improvement phase. Key tasks will be to review the implementation for lessons learned (for example, what things to continue doing and what things to change), to review the contract and goals/measures of success, and to archive key documents for future reference.

### **Business Process Analysis**

Business process analysis is focused on understanding current business rules, where there is flexibility to change, and how key processes relate to each other. A key assumption is that GCWW's configuration and business processes will be used as the starting point. One reason for this assumption is that this approach substantially enables accomplishing the timeline. The other reason is that GCWW's business processes are based on best practices, thus they provide a sound starting point.

This phase starts with providing training on GCWW's system, and then systematically moves through the entire meter-to-cash process. To make the business process discussions most useful, for each component (account management, billing, adjustments, etc.) the functionality will be demonstrated as it is discussed.

**Activity 4: System Orientation Training.** It is critical to establish a common language so that project participants have a common understanding of various terms. For example, there are often different definitions about what an "account" is, or what "consumption" means. To address this issue, and provide a sound baseline of understanding about the CIS and other technologies to be used, GCWW will provide one week of training to the LFUCG project team. Training will be provided by GCWW's trainers, using one of GCWW's two dedicated training facilities. The LFUCG Steering Team members may also participate in this training, should they desire (and if the training location will support additional participants).

**Deliverables:** 1 week of training regarding the basic GCWW system

**Activity 5: Account Management.** Business processes regarding the handling of customer account data, premises data, new accounts, move-in/move-outs, customer history, and so on will be discussed.

**Deliverables:** Working notes related to key business rules/policies

**Activity 6: Bill/Letter Design.** The bill design will be reviewed and finalized. Automated workflows related to letters will be reviewed (for example, past due notices, delinquencies, lien status, etc.). The letters will be reviewed and necessary changes/updates will be identified and assigned. LFUCG will be responsible for making the changes/updates to the letters. GCWW would be glad to provide example letters for LFUCG's consideration if desired.

**Deliverables:** Final bill design; working notes related to key business rules/policies

**Activity 7: Billing.** The billing process will be reviewed. This includes high/low bill exception handling; bill printing; and bill inserts. The assumption is that all bills will be paper initially, with electronic billing implemented during the continuous improvement phase of the project.

**Deliverables:** Working notes related to key business rules/policies

**Activity 8: Contact Center.** Business processes regarding customer contacts will be reviewed. This includes the workflows for the Interactive Voice Response (IVR); self-service vs. agent-provided service; interfaces to support self-service; LexCall 311; outbound auto-dialer; call recording; quality monitoring, estimated call volumes; service levels; and other contact center processes.

**Deliverables:** Working notes related to key business rules/policies

**Activity 9: Meter Reading.** Since meter reading data will come from KAWC, this discussion will center on how consumption data is handled, what is considered to be an exception (too high, too low), how estimated reads are to be handled, and understanding the file layouts. We will also discuss the frequency of meter reading data, and the schedules for reading meters.

**Deliverables:** Working notes related to key business rules/policies

**Activity 10: Service Orders.** We assume that KAWC will continue to do water shutoffs for non-payment, and reconnects upon payment. This session will address the business rules and processes to support these activities.

**Deliverables:** Working notes related to key business rules/policies

**Activity 11: Payments.** This includes handling of deposits if needed, customer payments by various channels, refund processing, and the interface to the General Ledger, Accounts Payable, and Accounts Receivable. Initially, we assume that payment channels will include: lock box, cash, checks, IVR, web, and ACH payments, in person, and locations supported by Checkfree pay agents.

**Deliverables:** Working notes related to key business rules/policies, and the interfaces (which could be manual or automated)

**Activity 12: Adjustments.** This working session will address how payment adjustments are currently handled, the volume of adjustments, and to what extent it makes sense to automate the current process. There are three options to handling adjustments (LFUCG could handle them, GCWW's staff could handle them, or an automated interface with GCWW's system could be implemented). We will make a decision related to which approach, based on LFUCG's capabilities and goals.

**Deliverables:** Working notes related to key business rules/policies

**Activity 13: Delinquency.** This session addresses business rules related to the delinquency process – from late payment notifications and penalties, to cutoff activities, processing bad debt accounts, bankruptcies, executor accounts (for deceased customers), and account liens.

**Deliverables:** Working notes related to key business rules/policies

**Activity 14: Collections.** This session addresses business processes related to post-delinquency processing – for example, lien processing, collecting bad debts, and submitting accounts to collection agencies for resolution.

**Deliverables:** Working notes related to key business rules/policies

**Activity 15: Reports Design.** We will review key reports (operational, accounting, and management) that LFUCG currently uses, including how they are delivered, and how often they are delivered. Based on that understanding, we will show the equivalent reports and query capabilities in GCWW's system, and identify reporting requirements.

**Deliverables:** Working notes related to reports; mock-up of custom reports if needed

**Activity 16: Complete Functional and Technical Requirement Specifications.** This activity involves reviewing the key requirements and specifications that were defined in the above steps. It is a final review before system configuration begins in earnest.

**Deliverables:** Working notes related to key business rules/policies

## **Systems and Interfaces**

**Activity 17: Hardware Procurement and Application Installation.** This involves GCWW procuring additional hardware and licenses to support the LFUCG environment, including help desk support.

**Activity 18: System Design.** During this activity, GCWW will systematically implement the functional and technical specifications into their system. As key modules are configured, GCWW will demonstrate the functionality to LFUCG to verify and validate the intended functionality. We will use a combination of means for this – with LFUCG staff coming on-site to GCWW, web-based demonstrations, GCWW staff going to LFUCG,

and potentially video conferencing. This approach builds confidence along the way, increases communication and understanding between the teams, develops knowledge on the part of the LFUCG staff, and mitigates the risks related to inadvertent miscommunications. We will also update the knowledgebase (eCRR) to reflect LFUCG's configuration in preparation for training the agents.

**Deliverables:** Updated functional and technical specifications

**Activity 19: Test Data Set.** This activity involves working collaboratively with LFUCG to create a subset of critical test data. It is important to have a well-understood set of test data that exercises all the unique customer attributes related to billing, payments, collections, and so on. Examples of attributes that should be included include commercial and residential customers, customers on payment plans, customers with multiple locations, tenant/landlord, and so on. This collection of data will be used over the course of the project to validate the configuration and intended functionality.

**Activity 20: Data Conversion.** We anticipate up to four data conversion steps, with each successive step iteratively cleaner. This process also typically results in the need to clean up some data. Depending on the extent and type of data cleanup, a combination of manual (on the part of LFUCG) and automated (by GCWW) cleanup may make sense. This activity also includes verifying data has been correctly loaded into the system after each data load.

**Deliverables:** Up to four data loads

**Activity 21: Interfaces (payments, meter reading, adjustments, delinquent account shutoff).** There are four key interfaces that need to be addressed during the conversion phase: the meter reading files from KAWC, delinquent accounts for shutoff by KAWC, adjustments data, and payments (Lockbox vendor). It is likely that other interfaces will be desired over time – common interfaces include other payment channels, and interfaces to the financial package (GL/AR/AP), to the 311 (LexCall 311), and to the work management package. If desired, these will be addressed post-implementation. GCWW will use existing interfaces for the bill/print and document management functionality.

**Deliverables:** Working interfaces for payments, meter reading, and adjustments

**Activity 22: Remote Access.** This involves configuring remote access from LFUCG's system to GCWW's system.

**Deliverables:** Tested, working remote access, including support documentation

**Activity 23: Bill/Letter Development and Reports Development.** This activity involves creating the bill, letters, and reports as identified in the business process analysis phase above.

**Activity 24: Business Rules Validation.** This activity pulls together the development and configuration activities. Over a two-week period, GCWW will review all business requirements, demonstrate them on the system to verify they function as desired, and describe alternatives and implications. During this period, GCWW will also demonstrate



how they update rates (based on information provided by LFUCG). Issues will be identified and documented, with someone assigned to address each issue.

**Deliverables:** List of open issues; configured system

### Testing

Testing both validates the proper configuration and functioning of the system and develops knowledge on the part of people who will use the system. It is a critical step, because it builds confidence on the part of people who will be using the system, as well as validating the functionality and data correctness.

Both GCWW and LFUCG staff will be involved in testing the system functionality and verifying correct data. GCWW uses a rigorous testing process. Refer to Vendor Question 5 for more information related to the go-live strategy, as well as Appendix F: Testing Strategy for more information.

GCWW will provide checklists to verify proper functioning. This includes comparing counts for late notices, shut off notices, move in/outs, daily cash balance comparison by source, number of bills, and A/R totals.

**Activity 25: Testing.** This involves developing the test scenarios, test data, data cleansing/conversion testing, user acceptance testing, parallel testing, regression testing, and system acceptance testing.

**Deliverables:** Successfully completed test plan

### Training

At first, experienced GCWW agents will handle the Lexington calls. These agents will be trained on the LFUCG-specific business rules, processes, and content. We will continue to use GCWW's staffing strategies, including part-time temporary employees, to address the LFUCG workload. We plan to hire new Contact Center staff to accommodate the additional customer contact volume generated by this project. New contact center staff, however, will not be assisting LFUCG customers during the initial transition. We will use the same approach for billing, payment handling, and so on.

In addition to training GCWW's staff, there is a need to train LFUCG staff. This step addresses both.

**Activity 26: Training development.** This activity involves updating GCWW's training materials and knowledgebase to support LFUCG-specific business rules and content.

**Deliverables:** Training materials

**Activity 27: Training scheduling.** Existing Contact Center staff will be scheduled for training related to new processes and content (specific to LFUCG). In addition, training will be scheduled for LFUCG staff that will have access to GCWW's system, or that are substantially impacted by new or different reports.

**Deliverables:** Schedule of training classes, by role

**Activity 28: Training delivery.** GCWW's trainers will deliver training as identified by the training schedule.

**Deliverables:** Training classes

### **Go-Live**

**Activity 29: Prepare for go-live.** This involves reviewing and updating a go-live checklist of activities and timelines, and reviewing the go/no-go criteria. GCWW will provide the draft go/no-go criteria for review and comment by the Steering Team, as well as a go-live checklist of activities and timelines (for example, updating the IVR, detailing scripts to run, etc.). The cut-over plan will include three mock go-lives to ensure proper readiness for the actual cut-over. Each mock go-live will be debriefed, with issues identified and assigned to people for resolution. LFUCG staff will be actively involved in the mock go-lives, particularly in terms of validating the results after the conversion.

**Deliverables:** Go/no-go criteria, go-live checklist, and a successful mock go-live

**Activity 30: Go-Live.** This step involves running the data load and conversion scripts, then testing each key business process and the interfaces to verify correct functioning (including remote access, and conducting an initial bill run). This typically happens over a weekend, sometimes involving one weekday during which time the system is not available.

After all testing is complete and all acceptance criteria are met, the actual implementation usually occurs on a weekend. This allows the project team ample time to complete the necessary go-live steps of data conversion, final system setup, and validation testing. Refer to our response to Vendor Question 5 for more information related to the go-live strategy.

**Deliverables:** Successful functioning on GCWW's system

### **Transition/Stabilization**

**Activity 31: Punch List and System Acceptance.** GCWW will create and maintain a punch list for a two week period immediately following go-live. The punch list will catalog system or user problems, date first identified, priority, the person that the problem is assigned to, and resolution. GCWW will review the punch list on a daily basis for the first two weeks.

**Deliverables:** Punch list

**Activity 32: System Monitoring.** GCWW will monitor the system for quality, issues, and performance. Automated alerts for batch and payment processing will be implemented to ensure that GCWW is notified if key downloads or system processes are not successful.

**Activity 33: Transition to Ongoing Operations.** Following successful go-live and system acceptance, GCWW will transition from the implementation phase to ongoing operations. We will review support protocols with you, and discuss service levels and Key Performance Indicators (KPIs). We will review reports regarding system operations, billings, payments, and so on, so that you know the status of key operational processes. We will also review the project goals identified during the mobilization phase, identify whether the goals were accomplished, and next steps, if any. The transition to ongoing operations/stabilization period typically lasts about three months.

**Deliverables:** Project memo summarizing project results

### **Ongoing Operations/Contract Management**

This phase involves managing the contract (and the relationship between LFUCG and GCWW), as well as managing on-going operations after a successful transition to ongoing operations.

**Service Level Review.** We will jointly review and discuss the service levels for understanding, and to identify areas that are candidates to adjust. Agreed to changes will be documented, with owners and target dates for completion identified. The service level reviews will be conducted monthly. We suggest alternating the meeting location between LFUCG and GCWW's offices.

**Operational Review.** In addition to the service level review, we will conduct less formal operational reviews on a weekly and monthly basis. This operational review is intended to be a collaborative working session to ensure that both LFUCG and GCWW are receiving what they need. A standard weekly and monthly working agenda will be developed and updated as needed. Example topics include communications about upcoming events that might impact customers, quality management and reviewing performance reports.

**Training/Knowledgebase Update.** This is an ongoing activity that involves updating reference materials (including eCRR) as LFUCG's business rules change or procedures need to be updated, etc. GCWW will conduct a yearly review with LFUCG staff to ensure that key updates are received and incorporated.

**Continuous Improvement Plan.** During the course of the conversion to GCWW's system, we will maintain a log of future enhancement possibilities. Shortly after converting to ongoing operations, we will work with you to define the overall continuous improvement plan.

### **Continuous Improvement**

Converting from the KAWC system to GCWW's system is a key, and exciting, step to this project. However, we firmly believe that much more value can be yielded through implementing a systematic continuous improvement approach. That is the purpose of this phase.

GCWW has a strong culture of continuous improvement. LFUCG will benefit from GCWW's customer service and billing investments and process improvements. In

addition, GCWW will work with LFUCG to make improvements specific to LFUCG's system.

Once yearly, during a two day workshop, we will develop and discuss for understanding a list of potential improvements. GCWW will then develop an estimated cost and timeline for each of the improvements. A follow-up workshop will be conducted during which the potential improvements will be reviewed again, prioritized, and scheduled as appropriate. The resulting activities identified as part of desired continuous improvement will be discussed as part of Contract Management activities.

Possibilities that might be of interest include:

1. Additional payment capabilities and channels, including smart phones and payment swipe cards
2. Electronic bill presentment and payment
3. Customer self-service web account management
4. Additional interfaces, for example, LexCall 311, the work management system, GIS, and financials
5. Redesigning complex business processes that, with automation, would provide substantial efficiency improvements and/or customer service enhancements. One example might be handling adjustments.
6. Adding business intelligence/data analytics capabilities
7. An email interface as part of an integrated customer channel contact

#### **Optional Task – Customer Communications**

The impact of this project on customers will be substantial. For example, they will move from receiving one consolidated bill, to receiving two bills, and they will have an additional phone number to contact. If desired, GCWW will work with LFUCG and develop strategies to minimize the negative impact, and to communicate the advantages.

#### **LFUCG Involvement, Resources, and Deliverables**

Moving the customer service functions from KAWC to GCWW is a mission-critical and complex project, with substantial risk. GCWW's proposed approach, proven track record, and experienced staff will mitigate much of this risk. Another key component to mitigating this risk, and to creating the foundation for a great long-term working relationship is to have the LFUCG staff directly participate in the conversion project to the extent possible. While we understand the very real constraints on LFUCG's staff, we believe it is essential for you to have substantial involvement in the project and to have a seat at the table when key decisions are being made.

We anticipate that during the migration, this project will require a 25% time commitment from the Director of Revenue, and a 75% to 100% time commitment by the Revenue Supervisor. Additionally, there will likely be occasional needs to bring in Subject Matter Experts (SMEs) for specific expertise on certain topics – for example, IT coordination and support to ensure access to GCWW's system.

We envision a Steering Team structure to provide overall guidance to the migration project. The Steering Team will be responsible for approving key decisions, providing project oversight, and addressing risks as they are identified. While the composition of the Steering Team will be defined during project mobilization, we suggest that it be composed of representatives from LFUCG, GCWW, and KAWC.

The table below lists key project tasks and LFUCG's anticipated role. In general, GCWW will lead each of these tasks – LFUCG's role will be to support the tasks and make sure that LFUCG's perspective is incorporated.

Task	LFUCG Role
<b>Implementation</b>	
Implementation Project Management	<p>Participate in mobilization activities.</p> <p>Provide LFUCG representation on the Steering Team.</p> <p>LFUCG's Project Manager will coordinate with GCWW's Project Manager regarding project status, activities, logistics, and communications.</p> <p>Establish organizational coordination with KAWC to ensure effective working relationships and coordination between LFUCG, GCWW, and KAWC</p>
Business Process Analysis	<p>Participate in the System Orientation Training, and then in the business process analysis. Provide guidance regarding LFUCG (or KAWC's) business rules and/or policies that will need to be changed.</p> <p>Provide input regarding needed reports and queries.</p> <p>Approve the functional and technical requirement specifications generated by GCWW during the business process analysis.</p>
Systems and Interfaces	<p>Provide initial (preliminary) data files to expedite GCWW's project mobilization.</p> <p>Participate in developing a set of test data for use during testing and training.</p> <p>Review data after the data loads/conversions, to ensure the load and conversion was properly executed, and that the intended results were obtained.</p> <p>Coordinate with KAWC, your lockbox provider, and other necessary interfaces, to migrate existing interfaces from KAWC to GCWW.</p> <p>Review and update customer letters and notices and finalize the revised bill format.</p> <p>Work with GCWW to establish remote access to GCWW's systems.</p> <p>Review the system operation (once configured) to confirm that the configuration reflects the desired operations.</p>
Testing	<p>Participate in carrying out test scenarios to confirm the system operates as desired, and that calculations are correctly carried out for various classes of customers.</p> <p>Participate in user acceptance testing, parallel testing, regression testing, and system acceptance testing.</p>

<b>Task</b>	<b>LFUCG Role</b>
Training	Help identify LFUCG resources needing training; participate in that training.
Go-Live	Participate in the "prepare to go-live" activities (review go/no go criteria); and work with GCWW to confirm that the conversion scripts operated successfully. Coordinate with other vendors related to cut-over activities.
Transition/Stabilization	Participate in punch list meetings and resolve issues requiring LFUCG and/or KAWC action. Accept the system upon successful stabilization.
Optional: Support Customer Communication	LFUCG has the lead responsibility for this task.
<b>Ongoing Operations/Contract Management</b>	
Service Level Review	On a monthly basis, participate in meetings to review the service levels. Review the data in advance of the meetings. Identify agenda items requiring attention.
Operational Review	On a weekly basis, participate in meetings to ensure effective ongoing operations, and to provide information updates. These will be supplemented by more frequent communications as needed. Additionally, GCWW will provide daily quality reports regarding the status of billing (for example, high/low exceptions). LFUCG will be responsible for reviewing these reports.
Continuous Improvement Plan	Collaborate with GCWW to identify highly desired capabilities, review and approve the timing/costs, and to create the continuous improvement plan. Review the plan on a yearly basis and adapt based on changing priorities and new capabilities.
<b>Continuous Improvement</b>	
Continuous Improvement	Collaborate with GCWW to carry out the desired capabilities

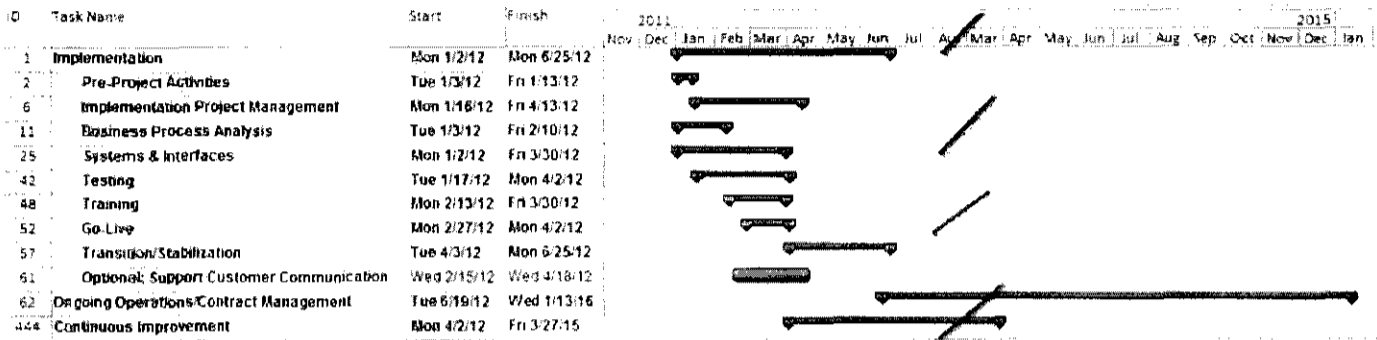
LFUCG will be responsible for the following deliverables:

- LFUCG and GCWW are jointly responsible to develop the contract and the Memorandum of Understanding.
- Data files (as defined in the RFP, and required to provide the functionality defined in the scope of work). This includes both the preliminary data files so GCWW can become more familiar with the quality of data, as well as files for the formal data conversion/data load activities.
- Reviewing and signing off on the Functional and Technical Requirements (as developed through the business process analysis).
- Providing a set of test data (using actual accounts, balances, etc.) which replicates all variations of the LFUCG customer base.
- New bill format.
- Language for the letters and notices that will be automatically generated by the system.

- Reviewing and approving reports.
- Confirming System Acceptance Testing.
- Participating in training.
- Participating in go-live activities.
- Participating in ongoing operations activities.
- Participating in continuous improvement activities.

## Schedule

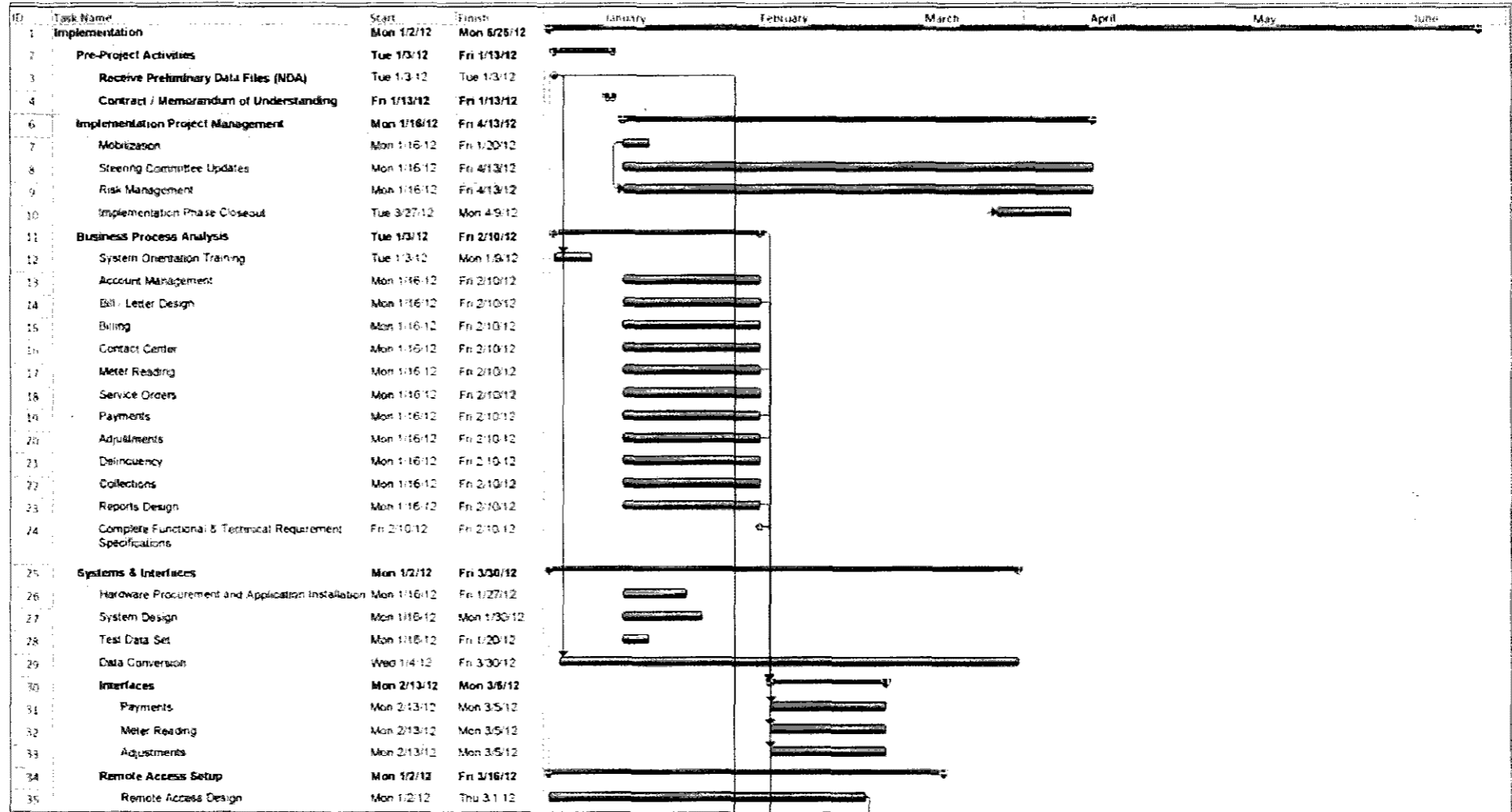
An overview of the schedule is shown below. LFUCG's RFP requested a go-live date of 4/1/2012. Because that date occurs on a Sunday, the actual go-live will be on the following day, Monday, 4/2. The conversion from the KAWC system to the GCWW system will occur during the weekend of 3/30 – 4/1, with go live on Monday, 4/2/2012. The schedule as shown below assumes a go-live date of 4/2/2012, with the minimum functionality needed at go-live, followed by a continuous improvement phase after system stabilization. This means that LFUCG will have a fully functioning system by your target deadline, but also ensures that additional, highly desired features will be added in a systematic and thoughtful way. This project approach will minimize risk, build LFUCG's capabilities, and provide enhanced customer service.

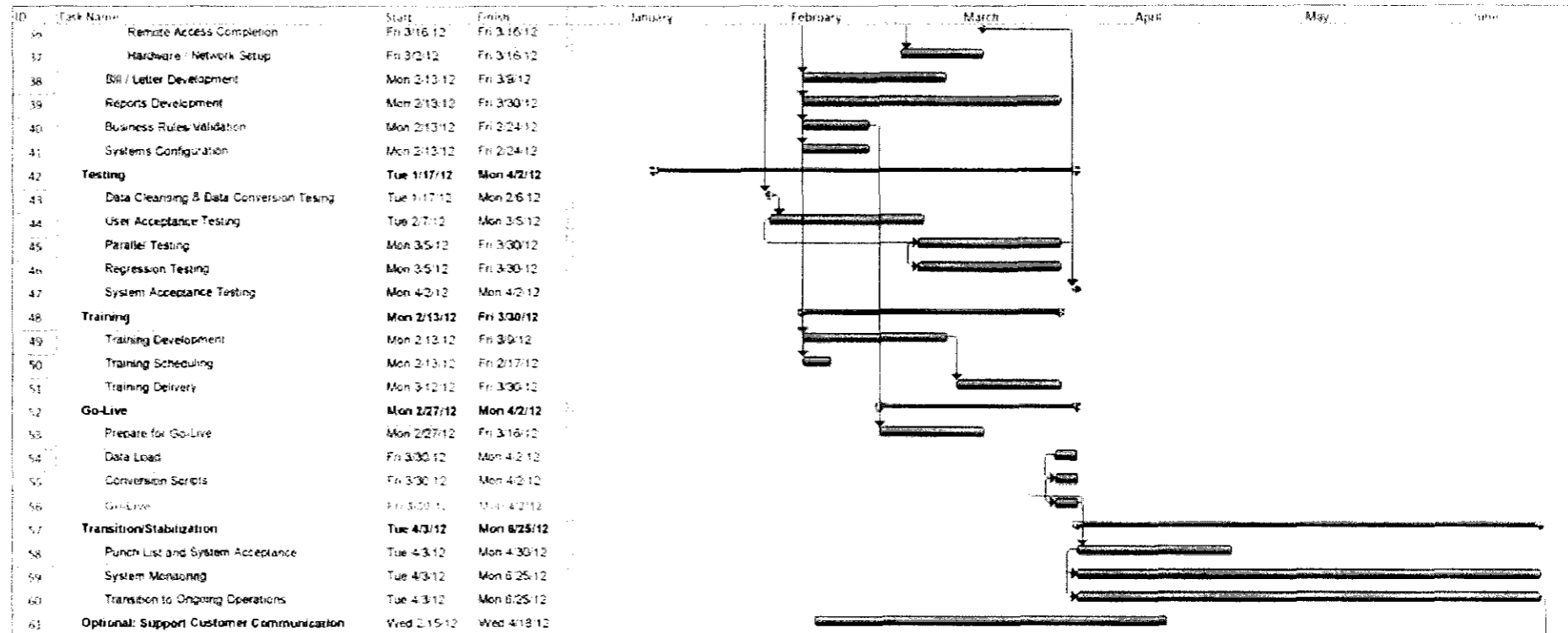


The first Gantt chart at the end of this section illustrates the schedule by Implementation tasks, the second illustrates the schedule by all tasks.



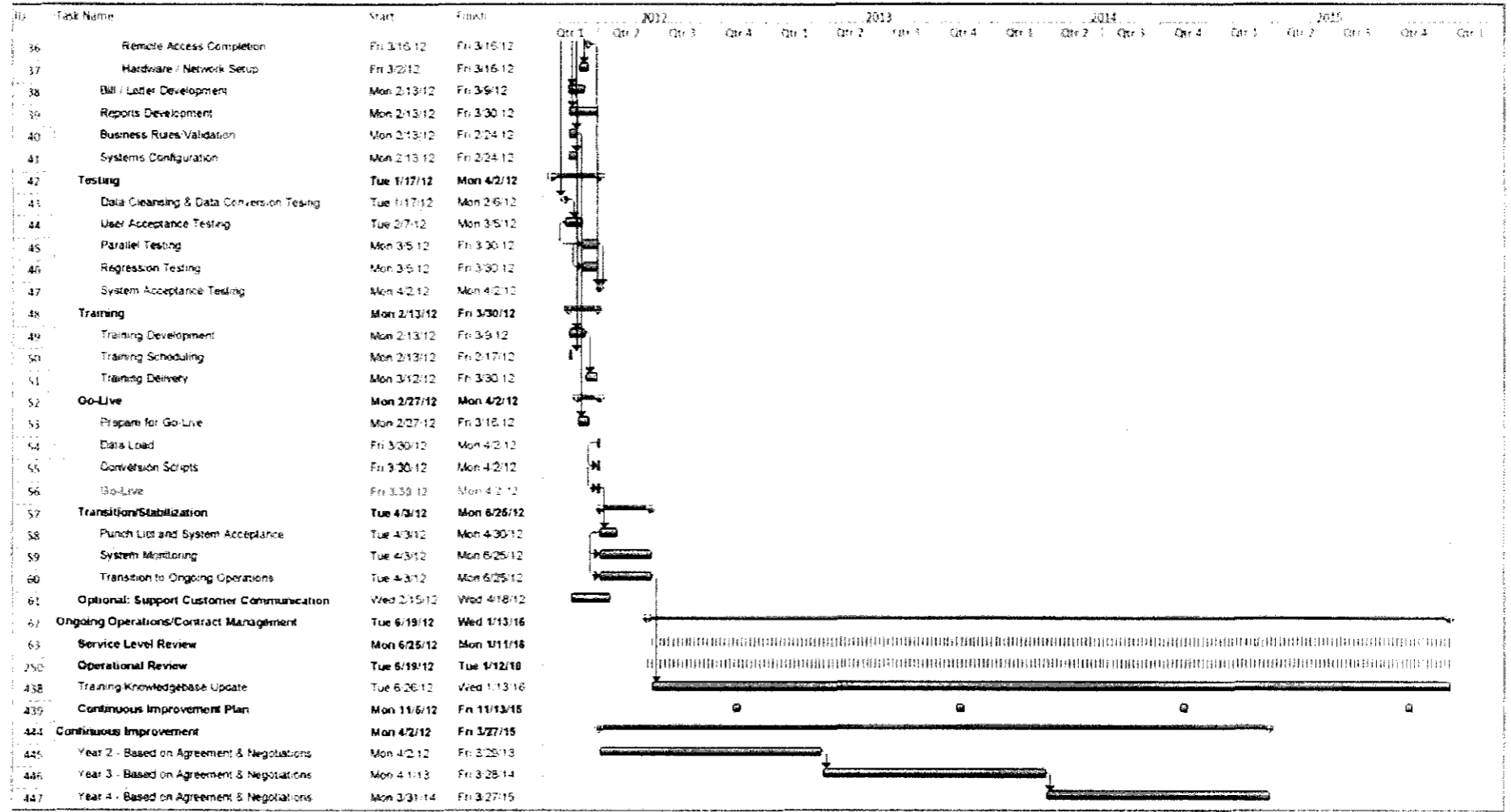
### Project Schedule – Implementation Tasks





### Project Schedule – All Tasks

ID	Task Name	Start	Finish	2012				2013				2014				2015			
				Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	<b>Implementation</b>	Mon 1/2/12	Mon 6/25/12																
2	<b>Pre-Project Activities</b>	Tue 1/3/12	Fri 1/13/12																
3	Receive Preliminary Data Files (NDA)	Tue 1/3/12	Tue 1/3/12																
4	Contract / Memorandum of Understanding	Fri 1/13/12	Fri 1/13/12																
5	<b>Implementation Project Management</b>	Mon 1/16/12	Fri 4/13/12																
7	Mobilization	Mon 1/16/12	Fri 1/20/12																
8	Steering Committee Updates	Mon 1/16/12	Fri 4/13/12																
9	Risk Management	Mon 1/16/12	Fri 4/13/12																
10	Implementation Phase Closeout	Tue 3/27/12	Mon 4/9/12																
11	<b>Business Process Analysis</b>	Tue 1/3/12	Fri 2/10/12																
12	System Orientation Training	Tue 1/3/12	Mon 1/9/12																
13	Account Management	Mon 1/16/12	Fri 2/10/12																
14	Bill / Letter Design	Mon 1/16/12	Fri 2/10/12																
15	Billing	Mon 1/16/12	Fri 2/10/12																
16	Contact Center	Mon 1/16/12	Fri 2/10/12																
17	Meter Reading	Mon 1/16/12	Fri 2/10/12																
18	Service Orders	Mon 1/16/12	Fri 2/10/12																
19	Payments	Mon 1/16/12	Fri 2/10/12																
20	Adjustments	Mon 1/16/12	Fri 2/10/12																
21	Delinquency	Mon 1/16/12	Fri 2/10/12																
22	Collections	Mon 1/16/12	Fri 2/10/12																
23	Reports Design	Mon 1/16/12	Fri 2/10/12																
24	Complete Functional & Technical Requirement Specifications	Fri 2/10/12	Fri 2/10/12																
25	<b>Systems &amp; Interfaces</b>	Mon 1/2/12	Fri 3/30/12																
26	Hardware Procurement and Application Installation	Mon 1/16/12	Fri 1/27/12																
27	System Design	Mon 1/16/12	Mon 1/30/12																
28	Test Data Set	Mon 1/16/12	Fri 1/20/12																
29	Data Conversion	Wed 1/4/12	Fri 3/30/12																
30	<b>Interfaces</b>	Mon 2/13/12	Mon 3/5/12																
31	Payments	Mon 2/13/12	Mon 3/5/12																
32	Meter Reading	Mon 2/13/12	Mon 3/5/12																
33	Adjustments	Mon 2/13/12	Mon 3/5/12																
34	<b>Remote Access Setup</b>	Mon 1/2/12	Fri 3/16/12																
35	Remote Access Design	Mon 1/2/12	Thu 3/1/12																



## Assumptions and Constraints

In general, we assume that LFUCG will want to be actively involved in the conversion process, and in managing/understanding the ongoing operations once a successful conversion has taken place. GCWW will provide project leadership and recommendations regarding key decisions. LFUCG will have final say regarding these key decisions and key requirements. We envision a collaborative working relationship between GCWW, LFUCG, and KAWC.

### Implementation

- The implementation will be phased, with additional capabilities added after a successful conversion to GCWW's system, as a part of the Continuous Improvement phase.

### Pricing

- A total of approximately 115,000 bills per month (this includes late payment notices, delinquency notices, multiple bills to the owner/tenant/property manager, and other mailings). If the bill volume changes more than 5% for three consecutive months, then the price per bill calculations will need to be revisited.
- We have estimated a call volume of approximately 65,000 agent answered calls per year (total). If the call volume varies by more than 5% for three consecutive months, then the price per bill calculations will need to be revisited.
- KAWC will perform water adjustments only – sewer, water quality, and landfill adjustments will be handled by GCWW staff
- Payment processing convenience fees (e.g., credit card processing fees charged by banks) will be paid by the LFUCG customers

### Go-Live Strategy

- Contract will be signed by January 13, 2012.
- Data for preliminary conversion analysis data will be delivered to GCWW by January 3, 2012.
- GCWW will bring over one composite balance for sewer, landfill and water quality services per account (this impacts the project timeline)
- The history will be available in a separate system from the live CIS. It will be possible to search the history both by specific customer, account, etc., as well as to conduct queries for analytical purposes. Should additional history be available and desirable, GCWW can easily support additional historical data.

### **Service Levels/Performance Standards**

- GCWW will maintain a monthly customer call abandonment rate of less than 3%. GCWW will maintain a monthly customer average speed of answer of 30 seconds or less for all customer calls. If GCWW misses these targets for three months in a row, they shall add additional resources to the contact center team. (Note that the calculations for the average speed of answer and the abandoned calls include IVR self-service calls.)
- GCWW will send a bill within three days of receiving the necessary information (meter reading).
- GCWW will deposit payments the next business day.

### **Business Rules**

- GCWW's configuration and business processes will be used as the starting point for the configuration. One reason for this assumption is that this approach substantially reduces time required for analysis and design activities. Additionally, GCWW's strives to incorporate best practices into their business processes, thus they provide a sound starting point.
- Simple business rules will be developed regarding non-zero balance accounts at the time of cut-over. (More complex rules will require more time to implement, yet be more transparent to LFUCG's customers.)
- All bills will be paper initially, with electronic billing implemented after successful System Acceptance.
- GCWW will receive returned mail, and will create an account note on the relevant account.
- GCWW will coordinate field work (shutoff, etc.) with KAWC.

### **Technology Environment**

- LFUCG will provide a conference room with internet access to GCWW's system during the Implementation Phase.
- LFUCG's desktop environment will support the GCWW CIS and other customer service technologies.
- LFUCG will have sufficient Internet bandwidth for accessing GCWW's system.
- LFUCG staff will work with GCWW staff regarding security issues and protocols to ensure both systems are protected. LFUCG may need to implement a DMZ.
- An automated interface between GCWW's CIS and LFUCG's financial system, if desired, would be implemented during the Continuous Improvement phase.
- The payment data file will include payments only for sewer, landfill and water quality services.
- LFUCG will send data files of account adjustments, GCWW will develop a tool to automate posting of adjustments to customer accounts. Detailed requirements

will be defined during the business analysis task.

- All changes to the format of the data files will be coordinated in advance.
- The 12 (or 24) months of history data will be read-only, available in a separate query-able system.

#### **LFUCG Responsibilities**

- LFUCG will provide data files as described in Attachment 1 of the RFP, and settlement data, prior to the actual contract and MOU signing, under a Non-Disclosure Agreement. GCWW will use these preliminary data files to start working on the file conversion scripts, and to understand the quality of the data ("data cleanliness"). By receiving these files as early as possible, GCWW can develop an understanding of the quality of data, and have as much time as possible on a critical path item in the overall project plan. This is critical to meeting the target go-live of April 1, 2012.
- LFUCG will be responsible for approving the final bill design and changes to automated letters.
- LFUCG will be responsible for changing policies, as necessary, to support the agreed to configuration.
- Current GCWW PCI compliance procedures and policies will continue to be used. LFUCG is responsible for compliance procedures and policies related to LFUCG-specific hardware, communications, and software.
- LFUCG will be responsible for reviewing the Red Flag Policy to ensure compliance.
- LFUCG will work w/ their vendors as needed to transition the interface from KAWC to GCWW.
- LFUCG staff will actively participate in system testing, both to verify the system functionality and to ensure data is handled correctly.
- LFUCG will work collaboratively with GCWW to validate proper interface functionality, and to resolve issues with the other vendors as necessary.
- LFUCG will be responsible for creating/updating/documenting new Standard Operating Procedures (SOPs) that are external from how the GCWW system is used. GCWW will provide their SOPs for use by LFUCG staff, if desired.
- Rate changes will be delivered with a lead time to allow for testing.

#### **KAWC Responsibilities**

- KAWC will be responsive to GCWW's requests for information (which will be conveyed via the agreed upon protocol developed during project mobilization).

## 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.*

### **Best Practices for Implementing and Maintaining a Customer Billing Database**

1. Establish a clear and strong project governance mechanism, including a Steering Team and Project Team. Ensure the Project Manager is committed to your success and has the requisite skills and resources.
2. Identify (and document) project goals. Establish and collect (if possible) concrete measures to determine whether the goals have been achieved.
3. Communicate, communicate, communicate.
4. Once the direction (vendor) has been selected, change your business practices to best take advantage of the selected direction. In other words, don't force customizations to the software – but instead, change how your work is accomplished.
5. Be clear about business rules. Ensure they are consistently implemented in the software (as appropriate). Document the business rules. Ensure customer service staff (field and office) is trained regarding business policies.
6. Ensure high data quality. Poor data quality might indicate a lack of training, poor configuration options, or unclear business rules. Identify and fix the root causes of poor data quality.
7. Regularly provide refresher training regarding the software, tips, tricks, etc. for the users of the package. Include operational reporting and management use of the data in the training refreshers.
8. Provide necessary resources (staff). This typically involves back-filling project staff so they are freed from their daily activities.
9. Use the selected package. Identify and eliminate "shadow" systems in MS Excel, Word, etc.
10. Comply with Payment Card Industry (PCI) guidelines. Ensure staff is regularly briefed regarding security (and confidentiality) matters. A good initial source for PCI guidelines is: <https://www.pcisecuritystandards.org/>
11. There are literally dozens of best practices related to a project such as this. A very good resource for additional insights is available from the Water Research Foundation titled "Effective Practices to Select, Acquire, and Implement a Utility CIS". GCWW was a key participant and contributor to this project. The report can be obtained at: <http://waterrf.org/Search/Detail.aspx?Type=2&PID=3007&OID=91071>.

### **LFUCG's Role in Implementing and Maintaining a Customer Billing Database**

GCWW brings a great depth of content expertise and knowledge to this project. They are expert in the operational requirements necessary for great customer contacts; timely processing of bills; payments; delinquency handling; vendor management;



reporting and analytics; and operational excellence. They are willing and eager to share their expertise and capabilities with LFUCG. However, there are some capabilities that LFUCG must bring. These include:

1. An engaged and strong LFUCG presence on the Steering Team, with the ability to address issues as they arise (and they will).
2. Timely and informed decisions, with follow-through to meet commitments regarding decisions, and resources.
3. Clearly defined counterparts to the GCWW team (billing lead, contact center lead) Note that one person at LFUCG could fill more than one role – the key is to have a clearly defined contact that will be responsive to project and/or contract needs.
4. Managing the relationship and communications with KAWC. KAWC has critical information and knowledge related to this project. It will be important to have clear communications between KAWC and LFUCG regarding who needs to provide what, by when. It will also be important to have a clearly defined communications protocol to ensure ongoing effective communications.
5. Providing the required technology capabilities (for example, Internet connectivity, and desktop PCs to support GCWW's CIS and contact center environment).
6. Customer knowledge. During the configuration and testing process, it will be important to ensure that data has been loaded in properly, and correctly mapped from one system to another; and that configuration choices have been correctly implemented. LFUCG will be responsible for verifying that the customer data is correct (for example, that commercial accounts are flagged as such, that customer data is correct, and so on).
7. One variable is the extent to which LFUCG wishes to be involved in the ongoing operations of the meter-to-cash cycle, and analysis of customer data. LFUCG's role will vary depending on the extent of involvement. GCWW is very supportive of the idea of working as partners and freely sharing ideas, knowledge, and best practices.

#### ***Tools to Enhance Chances of Success***

GCWW uses numerous tools to enhance chances of success. One tool is the following checklist, developed as part of a tailored collaboration project with the Awwa Research Foundation (AwwaRF, now WaterRF). (Rettie, M., G. Haupt, et al, "Effective Practices to Select, Acquire, and Implement a Utility CIS," Awwa Research Foundation, 2005.)

#### **CHECKLIST TO ENHANCE CHANCES OF SUCCESS**

Regularly review the checklist below. Identify those items that are relevant for your project, but have not yet been addressed. Use them as discussion points to make sure the project is on track, there is alignment of the project leadership and project team, that you are proactively addressing issues, and that you are planning for the next steps. Note that these steps build on each other. While some are project-step specific, others apply during the entire project cycle (for example, leadership, stakeholder involvement, project management).

### **Leadership Practices**

- Provide active, visible support from top managers to the entire project team, including managers and team members ("top managers" refers to the CEO, CFO, Director, Deputy Directors, etc.). This includes demonstrating a tolerance for change, and learning new business processes.
- Clearly define business drivers, CIS project goals and vision, and success measures.
- Provide timely decisions, and stick to them.
- Remove obstacles to project progression. This requires the project manager and project sponsor to communicate very well.
- Stay engaged! Understand implications of decisions. Make sure leadership is aware of upcoming decisions and has the proper information and background to make knowledgeable, good decisions.
- Use diplomacy to change business processes.
- Be open to changing business rules to simplify complex business processes or to avoid software customization.

### **Business Management/Strategic Business Plan/Operating Plan Practices**

- Link the CIS project to the strategic business plan and the information technology strategic plan.
- Provide sufficient funds to ensure project success.
- Provide sufficient staffing to ensure project team focus (backfilling as needed) and ensure the right skills are present on the project; outsource as necessary.
- Monitor and continuously build and strengthen alignment of the board, senior managers, middle managers, project manager, and the project team.
- Develop and maintain a focused team charter/goal. For example, "off-the-shelf, up and running in 18 months."
- Streamline business practices and business rules as part of the project.

### **Stakeholder Involvement Practices (Internal & External)**

- Engage external stakeholders throughout the project (including all entities and organizations for which you will provide billing services). Identify key decisions points requiring their input, in advance. Educate them on alternatives and implications of decisions.
- Formally and consistently involve unions and labor relations groups.
- Involve other department leaders in validating RFP content, attending and scoring vendor demonstrations, and participating in training.

### **Communications Practices**

- Use the CIS Project Framework as a communications tool.
- Communicate good and bad news immediately.
- Use monthly status reports to keep stakeholders informed.
- Define a formal communication plan that identifies stakeholder groups with associated frequency, type, and depth of communication. Once defined, work the plan. Revise it, based on effectiveness and feedback.
- Involve key stakeholders in the evaluation of critical documents (RFP, SOW).

**Workforce Development Practices**

- Hire (outsource) resources that are not available internally.
- Review and revise position descriptions based on CIS requirements.
- If appropriate, use the CIS project as an opportunity to develop and strengthen customer service staff (capture the career development opportunities).
- Provide training to employees to match new position requirements.

**Project Management Practices**

- Use a Project Manager who is committed to your success and has strengths in negotiation and people skills.
- Develop a good project plan (including budget, schedule, resources, and milestones) and work the plan.
- Include a risk analysis and workforce readiness analysis in the project plan.
- Clearly define the role of project manager and project teams. For example, what are the PM's decision parameters?
- Hire externally if you do not have strong internal capacity to manage a large project of this nature.
- Use a single point of communication with vendor during negotiation process.
- Use implementation milestones as a project management tool and communications tool.

**Risk Management Practices**

- Understand the needs and limitations of your organization. Be willing to address the issues or walk away if those are not the focus of other project participants (vendor, consultant).
- Consciously address risk factors. Take steps to identify, mitigate, avoid, accept, or transfer risk. Risks change during the project—continue to monitor them.
- Use a third party consultant with water industry expertise, during the selection and implementation phase.
- Complete multiple cycles of parallel billing prior to final conversion.
- Develop a "billing analyzer" to compare old and new bills, identifying discrepancies.
- Validate the suitability and scalability of the software prior to contract agreement.
- Avoid modifying the software (changing code).
- Develop and implement a well-thought out testing and training plan.

**Problem or Opportunity Identification Practices**

- Clearly define project goals and vision.
- Develop a project overview statement that identifies the problems, opportunities, goals, objectives, success criteria, risk, and cost benefit analysis and use it to guide the project approval process.

**Needs and Strategy Definition Practices**

- Set a realistic schedule.
- Create a valid budget.
- Hire (outsource) resources that are not available internally.

- Utilize business process outsourcing where it matches your organization's strategy.
- Clean up existing data prior to the project start (when feasible to do so). Change processes that are creating "bad" data, so more bad data is not created.

#### **Requirements Definition Practices**

- Ensure you have a clear understanding of customer service business requirements. Use each area of the CIS Project Framework (Respond to Customer Process, Bill and Payment Process, and so on).
- Make sure core business processes are addressed first, and then add enhancements.
- Focus on the desired results of the work, not how the work is done (change business processes and business rules to get the desired outcome).
- Use a business rules driven approach to requirements definition.
- Keep staff open to changing how work gets done once the new CIS is selected.
- Be clear in identifying type of data required for analysis (reports).
- Be judicious in the amount of data to be converted from the legacy system(s).

#### **Vendor Selection Practices**

- Manage the vendor selection process—don't let vendors manage you.
- Use realistic demonstration scenarios.
- Check vendor references.
- Select a vendor that matches your style and culture—someone that you can work with for years.

#### **Work Plan and Contract Practices**

- Create a detailed enough Scope of Work to guide implementation. Include milestones. Use the SOW as a project management tool.
- Jointly develop the implementation work plan and vendor contract with the vendor, your team, and your consultant.
- Use Service Level Agreements to establish contract performance terms.
- Include data conversion, testing, training, and other key components in the SOW.
- Define the amount of data history to convert and only convert what is actually needed.
- Secure key vendor implementation staff during contract negotiation.

#### **Implementation Practices**

- Manage to milestones.
- Use the "A" Teams to complete project tasks—your best and brightest.
- Be open to changing customer service work practices.
- Maintain an issues log.
- Use a combination of vendor-delivered training and Train-the-Trainer approach to ensure all users are sufficiently trained.
- Create a training documentation manual unique to your organization.
- Train managers and supervisors on how to use the newly available data (how to interpret it, and what actions to take based on the data).

- Use a formal change control process.
- Run data conversion multiple times prior to go-live date.
- Test the system based on scenarios.
- Physically separate the project team from daily operations.

**Continuous Improvement Practices**

- Conduct a post-implementation assessment.

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

As stated in our Requirement 4.9 response, we have developed over 400 reports for use in our daily operations. The great majority of these reports are scheduled to run in a specific frequency (daily, weekly, monthly, quarterly, yearly). Others can be run "on demand" by end users with the appropriate security access. Here are some of the more common types of reports requested by our current Client Partners:

Aged Receivables	Aged receivable reports are available by service type in 30 day increments.
Bad Debt	Bad debt reports show the number and value of accounts in a bad debt status. Also indicates whether account has been placed for collection, in bankruptcy, or awaiting write-off.
Consumption	Sewer consumption reports show the billed sewer consumption for a given date range.
Accounts without a Particular Service	For instance, active residential accounts without a landfill service.
Charges by Service Type	Total charges billed during a given date range, broken down by service type (sewer, water quality, landfill).
Payments by Service Type	Total value of payments processed during a given date range, broken down by service type.
Adjustments by Service Type	Total value of adjustments processed during a given date range, broken down by service type.
Number of Accounts	Number of active accounts with a particular service, such as the number active sewer accounts.
Contact Center	Various measures for contact center services, such as total number of calls received, number of calls self-served, number of calls answered by agents, number of abandoned calls, and average speed of answer.

We also run numerous reports that are not currently provided to our Client Partners since we are responsible for the operational aspects of their customer service, but they are of substantial value to us as we carry out the services. These include payment reports as tender type, payment channel, and reversals (e.g., returned checks), delinquency reports with service orders produced (by type), service orders completed, as well as various collection initiation and monitoring reports.

We will make all of these reports available to LFUCG as appropriate. These reports can be produced in PDF and/or MS Excel format and can be delivered via email or on-demand through a custom reporting portal.

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

We currently have the ability to receive and post payments via the following payment channels:

- Point of Sale (POS) / Walk in / Drop Box
- Mail
- Telephone/IVR Self-Service
- Internet/Web

All these channels allow various payment types – such as, cash, check, EFT/ACH/eCheck, credit/debit cards.

- Available tenders for POS payments are cash, check (personal, business, money order, travelers check), Credit/Debit cards (MasterCard, VISA, American Express, and Discover).
- Available tenders for mail and drop box payments are checks (personal, business, money order).
- Available tenders for the IVR channel are Credit /Debit cards (MasterCard, VISA, American Express, Discover)
- Available tenders for the web channel are Credit /Debit cards (MasterCard, VISA, American Express, Discover), EFT/ACH/eCheck
- Our FIS/Metavante/Checkfree ([www.mycheckfree.com](http://www.mycheckfree.com)) service allows ACH payment processing (electronic billing implementation is required for this channel)
- Our Lockbox channel allows checks (personal, business, money orders) payments.

On April 1, 2012, GCWW will support lock box as well as cash, checks, and ACH payments at a County government facility that currently handles payments. GCWW will also provide IVR and web channels for debit/credit card payments. Walk-in payments can be taken at any location supported by FIS/Metavante (Checkfree) in the Lexington area, for example PAK N SAVE, selected Shell stations, and WAL-MART.

Electronic Bill Payment and Presentment capabilities, as well as other payment channels are future options that could be added during the Continuous Improvement phase.

- 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.*

**Service Offerings on Day 1 of System Implementation**

- Customer Contact Center: One-call 800 number, IVR – Self-Service, Customer Service Representatives, Auto-Dialer Calls, Email, Quality Management and Performance Reporting, 100% call recording, Post-Call Survey
- Bill processing – meter reading input, charge calculations, adjustments, print, mailing
- Delinquency processing, financial adjustments, billing adjustment, meter reading corrections and exception handling
- Payments processing – cash, check processing, IVR, web, and lockbox (*using Lexington's current contract and reimbursement via invoicing process*)
- Billing system access (remotely) for LFUCG staff
- Base reports – as described in our response to Vendor Question #2.
- Information related to these costs are provided in the Pricing Matrix and Terms response.

**Later Time Design & Implementation**

- Additional reports – for later design & implementation
- Additional payment channels (credit/debit cards, web, and additional IVR capabilities)
- Additional customer care communication channel – web chat, integrated email, etc.

**Service Hours / Hours of Operations for GCWW Contact Center**

Monday through Friday between 7:30 AM – 5:30 PM Eastern Time

24/7 self-service is available through the IVR

**GCWW Customer Contact Center staff location is at**

4747 Spring Grove Av. Cincinnati, OH 45232

**Pricing information**

All pricing information is included in the pricing forms, submitted separately.

- 5) *Please define a 'go-live' strategy; including testing, to meet the 4/1/2012 target date. Vendor may supply an alternative implementation schedule with explanation as to alternative schedule.*

GCWW is proposing a three phase implementation approach:

- Phase 1: Implementation
- Phase 2: Ongoing Operations
- Phase 3: Continuous Improvement

This enables accomplishing the time-critical migration first, and then establishes a strong foundation for ongoing operations. It also creates a structure with which to continuously improve customer service – once the urgent task of migrating to a new system is accomplished. Key activities for each of these phases are identified and described in more detail in the Project Plan and Deliverables section of our response.

Some key assumptions underlie our proposed implementation schedule:

- Business rules regarding the initial balance at cut-over will be simple. There are a number of options to achieve this. For example, if a zero-balance can be brought over (and KAWC continues to handle accounts with non-zero balances, payment plans, and delinquencies for some period after the cut-over), it greatly simplifies the cutover process. Once the system is cut-over, GCWW will handle accounts as they move into a non-zero balance status. GCWW can also coordinate with KAWC to “work down” the existing pool of non-zero accounts. The extent to which accounts in various payment statuses can be simplified will impact the work required to cut-over. An alternative possibility would be to consider implementing a grace period for handling unpaid balances and moving through the delinquency process, for the initial stabilization period (approximately 1 – 2 months). This will help minimize complications during go-live.
- GCWW's current configuration (which already supports the great majority of LFUCG's requirements) will be used as the baseline configuration.
- GCWW will receive data files as described in Attachment 1 of the RFP, and settlement data, prior to the actual contract and MOU signing, under a Non-Disclosure Agreement. GCWW will use these preliminary data files to start working on the file conversion scripts, and to understand the quality of the data (“data cleanliness”). By receiving these files as early as possible, GCWW can develop an understanding of the quality of data, and have as much time as possible on a critical path item in the overall project plan. This is critical to meeting the target go-live of April 1, 2012.

If these assumptions are incorrect, the implementation schedule will be negatively impacted. The extent of the impact will reflect the degree to which the configuration will need to be changed, and the degree to which testing will be impacted.

During the project mobilization activities, we will review the critical items that may impact the project schedule. After this review, the project plan and schedule will be adjusted as necessary. We understand the goal of going live as soon as feasible, balanced against the desire for as straightforward and seamless a transition as possible. GCWW has implemented a very mature testing process, supported by an automated tool (HP's Quality Center). We view testing as a part of the continuum between requirements and implementation. As a result, our testing will exercise the functional requirements as documented in the system design documents created during Activity 18. Our test strategy includes the following:

- User acceptance testing – each distinct module of the system will be tested to ensure it is working properly.
- Regression testing – all modules of the system, including all interfaces, will be tested together in a coordinated fashion to ensure that the system is working



together as a whole.

- Parallel testing – one or more parallel tests will be completed with assistance from the client. This effort will contain results from the existing system and compare them to results from the new system to ensure there are no discrepancies. We will compare actual bill results from each system, reports and other data elements to ensure that all data has been migrated correctly and that the system is performing correctly at critical end points.
- Stress testing – the new system will be tested at various locations, including the client site to ensure that all access points are working correctly and that the system can handle the proper load of users.

To support thorough testing while meeting an aggressive go-live date, we will begin selecting and refining appropriate test scenarios shortly after receiving the data files (potentially before the final contract is completed). We will also create test scenarios as business rules are defined.

For additional information on GCWW's approach to testing, refer to Appendix F: Testing Strategy

During the course of implementation, GCWW will meet regularly with the LFUCG Steering Team to provide briefings related to the status of the project. GCWW will provide go/no-go criteria related to the specific timing of go-live. As testing and training near completion, we will review the go/no-go criteria to ensure that all key stakeholders are confident related to whether the go-live should proceed as scheduled.

As part of the preparation/testing process, we will conduct mock go-lives, to ensure that the actual conversion process works as planned, that the files are loaded properly, that interfaces are functioning as planned, and that key functionality (bill calculations, etc.) all work properly. Our estimate (based on experience with other conversion projects) is that three mock go-lives will be conducted. After a successful mock go-live, all testing is complete, and the acceptance criteria are met (as defined in the RFP and by the Steering Team), the conversion will move forward.

The actual conversion usually occurs on a weekend. This allows the project team ample time to complete the necessary go-live steps: data conversion, final system setup, validation testing. During conversion and immediately after (for about two weeks), we will maintain a punch list of problems and issues. This punch list will be reviewed every day. Priorities, action items, and target completion dates will be assigned.

## **Appendix A – Required Forms**

- Affirmative Action Policy and Program
- Current Work Force Analysis Form
- Affidavit
- Equal Opportunity Agreement
- MBE/WBE Participation Forms
- GCWW SBE Participation Reports
- General Provisions
- Addendum #1
- Addendum #2
- Addendum #3
- Addendum #4
- Standard City of Cincinnati Contract

City of Cincinnati

**Administrative Regulation No. 22: Affirmative Action Policy Statement**

**AFFIRMATIVE ACTION POLICY STATEMENT**

---

Equal employment opportunity is the law. Discrimination is banned in all terms and conditions of employment on the basis of: race, color, sex, religion, age, national or ethnic origin, HIV status, marital status, sexual orientation, regional Appalachian ancestry or disability. (Definitions of terms are found in the Affirmative Action Plan.)

Banning discriminatory practices is not enough. An affirmative action plan is necessary to guarantee that equal employment opportunity will happen for all protected groups.

An affirmative action plan is defined as a set of specific and results-oriented procedures to which an employer commits itself to apply every good faith effort. The objective of these procedures plus efforts is equal employment opportunity. Procedures without effort to make them work are meaningless, and efforts, undirected by specific and meaningful procedures, are inadequate. Therefore, there shall be a yearly goal for each EEO job category and city job group as a guideline for hiring and promotion toward meeting the yearly goals.

Each agency head is directed to take affirmative action to assure that all personnel actions have fair treatment to both applicants and employees. Agency heads should carefully analyze their utilization of women, minorities, and the persons with disabilities in all employment categories. They should then evaluate their recruitment, examination, selection, promotion, training, and other operations in order to determine what actions can rectify underutilization of women, minorities and persons with disabilities in any EEO job group.

Each agency head will, on a yearly basis, report to the City Manager what affirmative actions, as of December 31, have been taken to:

- (1) Hire persons from underutilized classes;
  - (2) Utilize and/or develop skills of present employees;
  - (3) Provide opportunity for advancement of all employees;
  - (4) Train management and supervisory personnel to implement affirmative action;
  - (5) Correct inadequate performance of all employees.
-

These reports will be delivered to the City Manager no later than February 28 of each year.

The City Manager shall assure the existence of an effective system for processing complaints of discrimination because of race, color, sex, religion, age, national or ethnic origin, HIV status, marital status, sexual orientation, Regional Appalachian ancestry, or disability. Specific City policies relating to sexual harassment and reasonable accommodation for persons with disabilities are covered in the City's Affirmative Action Plan.

The City Manager is responsible for the overall success of the Affirmative Action Program. Each agency head is personally responsible and accountable for the success of the Affirmative Action Plan in his/her agency. Each manager and supervisor is responsible and accountable for the success of the Affirmative Action Program as it relates to his/her employees.

The City Manager shall evaluate affirmative actions taken and shall consider that evaluation when determining "salary adjustments" for directors and agency heads. Acts of discrimination and/or violation of EEO/AA policies or procedures will result in written reprimands, salary reductions, suspensions, and/or any combination of corrective actions, including termination.

The Director of Personnel and the EEO Division will audit personnel actions in City agencies and will provide assistance to agency heads in determining what affirmative actions should be taken. All reports generated by this policy and the City Council ordinance will be made available to the Affirmative Action Advisory Committee and the public upon request.

As authorized by ordinance, the City Manager shall appoint members of the Affirmative Action Advisory Committee. The Director of Personnel shall designate staff support of the Committee.

# City of Cincinnati



Interdepartment  
Correspondence Sheet

April 7, 2010

To: Mayor and Members of City Council  
From: Milton Dohoney Jr., City Manager *MD*  
Copies to: See Distribution List  
Subject: 2010 Affirmative Action Program

201000495

I am pleased to present to you the attached 2010 updated Affirmative Action Program (AAP). The City's commitment to affirmative action and maintaining a diverse workforce is evidenced therein.

The percentage of women and minorities has increased significantly over the years. In 1988, 44.4% of our workforce was comprised of minorities and females. Today, 53.3% of our workforce is a member of a protected class. Other statistics from 2009 include:

- 49.7% of all new hires were members of a protected class.
- 47.5% of all promotions were members of a protected class.
- 50.2 % of participants in the Human Resources Development Academy were members of a protected class.

Currently, there are 8 job categories as defined by the federal Equal Employment Opportunity Commission (EEOC):

- (1) Administrator
- (2) Professional
- (3) Technician
- (4) Protective Service (Sworn)
- (5) Protective Service (Unsworn)
- (6) Administrative Support
- (7) Skilled Craft
- (8) Service Maintenance

As a result of our efforts, all of the above 8 job categories are appropriately utilized for minorities. Only 2 out of the above 8 job categories are currently underutilized for females and these two job categories are traditionally entry-level. They are:

4-7-10 3:05

- Protective Service (Unsworn) by 14.0%, which is comprised of Security Guards and Parking Enforcement Officers;
- Service/Maintenance by 12.4%, which is mainly comprised of employees performing manual work that contributes to the comfort, convenience, hygiene, or safety of the general public.

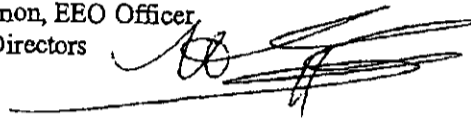
Representation in the majority of the job categories exceeds availability for females and minorities, including the Professional, Technician, Protective Service (Sworn), Administrative Support and Skilled Craft job categories.

In conclusion, the EEO Division of the Human Resources Department will continue to monitor the employment activity of departments with regard to affirmative action, and also actively seek out improved methods of recruiting, hiring, training, retaining, and promoting employees to maximize the City's efforts in achieving a diverse workforce.

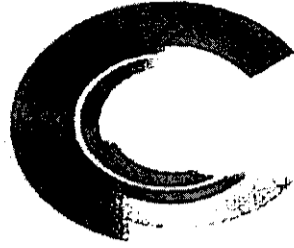
A copy of Attachment I is on file in the Clerk of Council's Office.

Attachment I – 2010 Affirmative Action Program

cc: Hilary Bohannon, EEO Officer,  
Department Directors

A handwritten signature in black ink, appearing to be "Hilary Bohannon", written over a horizontal line.

city of  
**CINCINNATI**



**2010**

*Prepared for  
Tony Gonyea, Jr., City Manager*

*By  
Human Resources Department  
April 2010*

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**AAP**

**1**  
***Overview***

## 2010 Affirmative Action Program

### 2010 Affirmative Action Program

Attached is the 2010 Affirmative Action Program Report. Overall, the percentage of the entire workforce that is in protected classes, which includes women and minorities, is 53.3%. Black females constitute 12.8% of the workforce. White females constitute 17.5% of the workforce. Black males constitute 19.1% and white males constitute 46.7% of the workforce.

### Hires/Separations

- Black males constituted 10.3% of the total hires and 21.2% of the total separations
- Other males constituted 1.1% of the total hires and 7.1% of the total separations
- Black females constituted 9.7% of the total hires and 21.2% of the total separations
- Other females constituted 2.9% of the total hires and 0.0% of the total separations
- White females constituted 25.7% of the total hires and 24.2% of the total separations
- White males represented 50.3% of the new hires and 26.3% of the separations

Table 1 compares the availability and actual workforce to the number of hires, separations, and promotions for males and females in 2009.

### Training

A positive balance exists between the workforce representation and participation rate in training offered through the Human Resources Development Academy (HRDA) by black females, white females, and other females. A positive balance exists for outside training for black females, white females, other males and white males. The HRDA has identified mandatory course work for all employees, plus elective courses, to improve the skills of employees. As budgets shrink, however, it continues to be a challenge for departments to meet training needs.

	Workforce Representation	Outside Training Participation	HRDA Training Participation
Black Male	19.1%	18.6%	17.7%
Other Male	3.0%	3.0%	2.9%
Black Female	12.8%	20.0%	15.2%
White Female	17.5%	19.7%	19.4%
Other Female	0.9%	0.8%	0.9%
White Male	46.7%	47.1%	43.8%

### Conclusion

Females continue to be underrepresented in the Protective Service (Unsworn) and Service Maintenance categories. The EEO Division of the Human Resources Department, on behalf of the City Manager, will continue to monitor the employment activity of departments with regard to affirmative action, and also actively seek out improved methods of recruiting, hiring, training, retaining, and promoting employees to maximize the City's efforts in achieving a diverse workforce.

Comparison of Workforce and Availability to the Number of Hires, Separations, and Promotions

Table 1

EEO Job Category	Availability Males			Availability Females			Current Workforce Males			Current Workforce Females			Hires Males			Hires Females			Separations Males			Separations Females			Promotions Males			Promotions Females				
	B	W	O	B	W	O	B	W	O	B	W	O	B	W	O	B	W	O	B	W	O	B	W	O	B	W	O	B	W	O	B	W
Administrator 01	7.4%	80.8%	2.6%	10.6%	17.8%	0.8%	10.4%	54.9%	5.2%	9.8%	18.7%	1.0%	40.0%	20.0%	20.0%	20.0%	20.0%	20.0%	10.0%	10.0%	40.0%	10.5%	42.1%	10.5%	12.8%	26.3%						
Professional 02	5.4%	58.0%	1.8%	9.0%	25.0%	0.8%	9.0%	38.0%	3.5%	15.7%	31.8%	2.3%	8.7%	43.5%	2.9%	15.9%	24.8%	4.3%	7.3%	9.8%	17.1%	24.4%	41.5%	5.0%	52.5%				15.0%	25.0%	2.5%	
Technician 03	8.4%	81.4%	0.8%	3.4%	7.8%	0.2%	8.1%	68.2%	2.9%	6.8%	13.3%	0.8%	10.5%	63.2%	10.5%	15.8%	9.1%	72.7%	9.1%	9.1%	65.2%	4.3%	8.7%	21.7%								
Protective Service (Sworn) 04	17.6%	89.6%	0.6%	3.6%	8.3%	0.1%	24.1%	57.7%	4.1%	4.6%	9.2%	0.4%	100.0%					38.2%	44.1%	5.9%	2.9%	8.8%	12.6%	87.5%								
Protective Service (Un- 05	30.0%	43.0%	0.0%	24.5%	2.5%	0.0%	52.2%	34.8%	0.0%	13.0%	0.0%	0.0%							33.3%	33.3%	33.3%											
Admin. Support 06	2.3%	31.2%	0.4%	32.4%	32.8%	0.9%	4.2%	10.8%	0.5%	41.1%	41.8%	1.7%	9.7%	12.9%	6.5%	67.7%	3.2%	5.7%	17.0%	1.9%	41.5%	34.0%	15.4%	41.0%	43.6%							
Skilled Craft 07	8.6%	89.8%	0.2%	0.3%	1.0%	0.0%	12.0%	81.9%	1.8%	1.8%	2.8%	0.0%	100.0%					75.0%	25.0%	11.4%	71.4%	5.7%	11.4%									
Service/Maint 08	21.3%	43.8%	1.2%	18.0%	15.3%	0.4%	41.4%	34.9%	2.5%	12.7%	8.2%	0.3%	18.7%	73.8%	2.4%	7.1%	50.0%	18.4%	7.9%	15.8%	7.9%	39.0%	40.7%	11.9%	5.1%	3.4%						
Total							1003	2458	156	673	922	144	18	88	2	17	45	5	42	52	14	42	48	36	134	12	29	43	1			
							19.1%	48.7%	3.0%	12.8%	17.5%	0.9%	10.3%	50.3%	1.1%	9.7%	25.7%	2.9%	21.2%	28.3%	7.1%	21.2%	24.2%	14.1%	52.5%	4.7%	11.4%	16.9%	4.0%			



# 2

## ***Policy***

The purpose of the City's Affirmative Action goals is to provide a framework for affirmative action activities in the City of Cincinnati. The primary emphasis of affirmative action activities is to ensure the City of Cincinnati maintains equal opportunity in hiring, promotions, and employment actions.

City of Cincinnati

R.P.

An Ordinance No. 78 - 1991

SETTING FORTH the City's Affirmative Action Program to clarify and distinguish it from the general Equal Employment Opportunity policy of the City.

WHEREAS, the City of Cincinnati finds that discrimination in employment, based on race, color, sex, or handicap adversely affects the health, welfare, peace and safety of the community; that persons subject to such discriminations may suffer depressed living conditions, poverty, and lack of hope, injuring the public welfare, placing a burden upon the public treasury to ameliorate the conditions thus produced, and creating conditions which endanger the public peace and order; and

WHEREAS, the City of Cincinnati has an obligation as an employer to insure equality of opportunity to all of its citizens; and

WHEREAS, the City of Cincinnati has maintained a policy of non-discrimination on the basis of race, color, sex, or handicap; and

WHEREAS, the policy of the City includes aggressive pursuit of employment actions designed to result in a more equitable reflection of the availability of protected classes within the workforce at all levels of City employment; and

WHEREAS, the City of Cincinnati is legally required to comply with all employment regulations of Title VII of the 1964 Civil Rights Act as amended, of the 1967 Age Discrimination in Employment Act as amended, of the 1973 Rehabilitation Act as amended, and the 1990 Americans with Disabilities Act; and

WHEREAS, the City of Cincinnati recognizes its obligation to undertake affirmative action which requires that positive steps be taken to overcome the effects of past discrimination and to identify and eliminate barriers to hiring and promotion which have denied equal employment opportunities, particularly to women, minorities, and the handicapped, and to pursue all legal avenues to redress inequitable representation in City jobs which have resulted from such artificial barriers; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati,  
State of Ohio:

Section 1. Consistent with the City of Cincinnati's policy that it will not unlawfully discriminate in any terms or conditions of employment because of race, color, sex, or handicap, the City of Cincinnati will implement a comprehensive Affirmative Action Program for minorities, women, and the handicapped.

Section 2. Council directs that each of the appointing authorities set forth in the Charter be responsible for following the most current Affirmative Action Plan. Each appointing authority or the designated representative thereof shall be held

accountable for establishing and maintaining a comprehensive program for affirmative action, consistent with the current plan.

Section 4. Council will follow a policy of non-discrimination and shall direct the Mayor and City Manager to follow the policy of non-discrimination when making appointments to any City boards or commissions.

Section 5. The City Manager shall issue guidelines and standards for the establishment of the Affirmative Action Programs based upon, but not limited to, Federal guidelines and undertake all necessary activities to assure implementation of the program.

Section 6. The City Manager and each of the appointing authorities set forth in the Charter shall ensure that seniority practices, job classifications, work assignments, position qualifications, civil service examinations, and other personnel practices do not have an unlawful discriminatory effect and, consistent with law, are carried out in a non-discriminatory manner and shall develop positive approaches and activities designed to ensure maximum compliance with the City's Equal Employment Opportunity and Affirmative Action policies.

Section 7. The City Manager will report to Council on the potential impact of layoffs or privatization on affirmative action gains and projected goals.

Section 8. The appointing authorities set forth in the Charter or their designees shall report to Council, no later than September 1 and March 1 of each year on the status of the various protected classes in the City workforce. Such report shall include, but not be limited to, analysis of the overall program, the guidelines and standards, and the annual goals and accomplishments of each department and their respective divisions, independent board and commission. In addition, the report shall set forth the race, sex and handicap, if any, of employees who have been disciplined along with the nature of their infraction and the discipline administered. Further, any other report required by this ordinance shall also be due no later than September 1 or March 1 of each year.

Section 9. Compliance with the Affirmative Action Plan will be taken into consideration by Council when evaluating the City

Manager and by the administration when evaluating an employee's performance, and willful violations of the plan may result in disciplinary action at the discretion of the appointing authority.

Section 10. The City Manager shall develop and the appointing authorities set forth in the Charter shall cooperate in the implementation of an effective system for the processing of complaints of discrimination because of color, race, sex, or handicap.

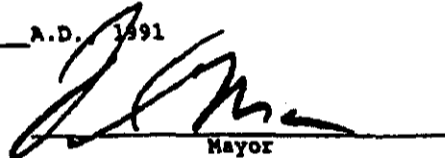
Section 11. That all City officials and officers shall do whatever possible to see that the interest of Affirmative Action shall be advanced to the fullest extent possible under the law.

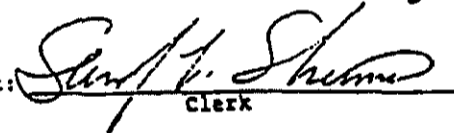
Section 12. The City Manager shall establish an Affirmative Action Advisory Committee whose duties shall include recommending revisions and monitoring of all Affirmative Action and Equal Employment policies, programs, procedures, and assisting the City Manager in the solution of problems arising from the City's Affirmative Action Plan. All reports generated by this ordinance and related administrative regulations and procedures shall be made available to the Affirmative Action Advisory Committee and any public records shall be shared with the public upon request.

Section 13. That Ordinance No. 540-1987 revising the City's Affirmative Action Program is hereby repealed.

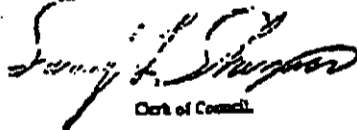
Section 14. This ordinance shall be in effect from and after the earliest period allowed by law.

Passed March 13 A.D. 1991

  
Mayor

Attest:   
Clerk

I HEREBY CERTIFY THAT ORDINANCE NO. 78  
1991 WAS PUBLISHED IN THE CITY BULLETIN  
IN ACCORDANCE WITH THE CHARTER ON 3-26-91

  
Clerk of Council



*100/100*

City of Cincinnati

An Ordinance No. 336 - 1998

AMENDING Section 8 of Ordinance 78-1991, to provide that the date by which each City agency shall report to the City Council on that agency's affirmative actions in connection with the Affirmative Action Program shall be April 1 of each year.

WHEREAS, Section 8 of Ordinance 78-1991, which enacts the City's Affirmative Action Program, requires appointing authorities of the City to report to the City Council no later than September 1 and March 1 of each year, concerning their affirmative actions and goals; and

WHEREAS, this twice yearly reporting date is in conflict with Administrative Regulation 22 which requires agency heads to report to the City Manager by February 28 of each year; and

WHEREAS, it is recommended that Section 8 of Ordinance 78-1991 be amended to clarify that an annual Affirmative Action report is due from City agencies to the City Council no later than April 1 of each year, each agency head having reported to the City Manager no later than February 28 of each year in accord with Administrative Regulation 22; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Section 8 of Ordinance 78-1991 is amended to read as follows:

Section 8. The appointing authorities set forth in the Charter or their designees shall report to the Council, no later than April 1 of each year on the status of the various protected classes in the City workforce. Such report shall include, but not be limited to, analysis of the overall program, the guidelines and standards, and the annual goals and accomplishments of each department and their respective divisions, independent board and commission. In addition, the report shall set forth the race, sex, and handicap, if any, of employees who have been disciplined along with the nature of their infraction and the discipline administered. Further, any other report required by this ordinance shall also be due no later than April 1 of each year.

Section 2. That Section 8 of Ordinance 78-1991 currently in effect is hereby repealed.

Section 3. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: September 10, A.D., 1998

*Robert Taale*  
Mayor

Attest: *Steph. L. Sheperd*  
Clerk

I HEREBY CERTIFY THAT ORDINANCE NO **336**  
19 **98** WAS PUBLISHED IN THE CITY BULLETIN  
IN ACCORDANCE WITH THE CHARTER ON **9-22-98**.

*Steph. L. Sheperd*  
Clerk of Council

Affirmative Action Program

City of Cincinnati

R.P.

An Ordinance No. 79 - 1991

AFFIRMING the city's Equal Employment Opportunity policy of prohibiting discrimination in city employment and authorizing the City Manager to implement a complaint investigatory process.

WHEREAS, the City of Cincinnati finds that discrimination in employment, based on factors such as race, color, sex, handicap, religion, national or ethnic origin, age, sexual orientation, HIV status, Appalachian regional ancestry, and marital status adversely affects the health, welfare, peace and safety of the community; that persons subject to such discrimination may suffer depressed living conditions, poverty, and lack of hope, injuring the public welfare, placing a burden upon the public treasury to ameliorate the conditions thus produced, and creating conditions which endanger the public peace and order; and

WHEREAS, the City of Cincinnati has an obligation as an employer to insure equality of opportunity in city employment to all of its citizens, based upon the equal protection guarantees of the United States and Ohio constitutions; and

WHEREAS, to meet its obligation to implement such constitutional guarantees the City of Cincinnati has maintained a policy of non-discrimination against any person in hiring, promotions, transfers or disciplinary actions based on factors such as race, color, sex, handicap, religion, national or ethnic origin, age, sexual orientation, Appalachian regional ancestry, HIV status, or marital status; and

WHEREAS, clarification of the general city policy will affirm the City's policy of employment based on merit and fitness; and assist in implementation of said constitutional guarantees of non-discrimination in employment; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati,  
State of Ohio:

Section 1. The City of Cincinnati will not unlawfully discriminate against any person in any terms or conditions of employment based on classification factors such as race, color, sex, handicap, religion, national or ethnic origin, age, sexual orientation, HIV status, Appalachian regional ancestry, and marital status. Consistent with this policy city employment actions shall be based only on applicable law and those factors rationally related to essential job functions.

Section 2. Council will follow a policy of non-discrimination and shall direct the Mayor and City Manager to follow the policy of non-discrimination when making appointments to any City boards or commissions.

Affirmative Action Program

Section 3. The provisions of this ordinance shall in no way require the City Manager to adopt any affirmative action program based upon religion, national or ethnic origin, age, sexual orientation, HIV status, Appalachian regional ancestry, or marital status.

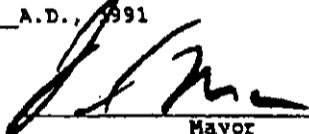
Section 4. The City Manager and each of the appointing authorities set forth in the Charter shall ensure that seniority practices, job classifications, work assignments, position qualifications, civil service examinations, and other personnel practices do not have an unlawful discriminatory effect and, consistent with law, are carried out in a non-discriminatory manner.

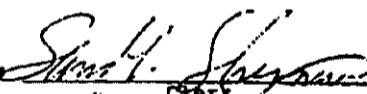
Section 5. The City Manager shall develop and the appointing authorities set forth in the Charter shall cooperate in the implementation of an effective system for the processing of complaints of discrimination based on religion, age, ethnic origin, sexual orientation, HIV status, Appalachian regional ancestry, and marital status.

Section 6. All City officials and officers shall do whatever possible to see that fairness in employment and promotion opportunity shall be advanced to the fullest extent possible under the law.

Section 7. As used in this ordinance the term "Appalachian regional" shall mean that area of the eastern United States consisting of the counties listed in Appendix A, attached hereto and made a part hereof.

Section 8. This ordinance shall be in effect from and after the earliest period allowed by law.

Passed March 13 A.D., 1991  
  
Mayor

Attest:   
Clerk

I HEREBY CERTIFY THAT ORDINANCE NO 79  
1991 WAS PUBLISHED IN THE CITY BULLETIN  
IN ACCORDANCE WITH THE CHARTER ON 3-26-91.

  
Clerk of Council

Affirmative Action Program

# Administrative Regulation No. 22



## City of Cincinnati

Office of the City Manager

Subject: AFFIRMATIVE ACTION POLICY STATEMENT

Date: February 3, 1998

Approved: *[Signature]*

**\*\* REVISED \*\***

Equal employment opportunity is the law. Discrimination is banned in all terms and conditions of employment on the basis of: race, color, sex, religion, age, national or ethnic origin, HIV status, marital status, sexual orientation, regional Appalachian ancestry or disability. (Definitions of terms are found in the Affirmative Action Plan.)

Banning discriminatory practices is not enough. An affirmative action plan is necessary to guarantee that equal employment opportunity will happen for all protected groups.

An affirmative action plan is defined as a set of specific and results-oriented procedures to which an employer commits itself to apply every good faith effort. The objective of these procedures plus efforts is equal employment opportunity. Procedures without effort to make them work are meaningless, and efforts, undirected by specific and meaningful procedures, are inadequate. Therefore, there shall be a yearly goal for each EEO job category and city job group as a guideline for hiring and promotion toward meeting the yearly goals.

Each agency head is directed to take affirmative action to assure that all personnel actions have fair treatment to both applicants and employees. Agency heads should carefully analyze their utilization of women, minorities, and the persons with disabilities in all employment categories. They should then evaluate their recruitment, examination, selection, promotion, training, and other operations in order to determine what actions can rectify underutilization of women, minorities and persons with disabilities in any EEO job group.

Each agency head will, on a yearly basis, report to the City Manager what affirmative actions, as of December 31, have been taken to:

- (1) Hire persons from underutilized classes;
- (2) Utilize and/or develop skills of present employees;
- (3) Provide opportunity for advancement of all employees;
- (4) Train management and supervisory personnel to implement affirmative action;
- (5) Correct inadequate performance of all employees.

These reports will be delivered to the City Manager no later than February 28 of each year.

Admin. Reg. No. 22  
Page 2

The City Manager shall assure the existence of an effective system for processing complaints of discrimination because of race, color, sex, religion, age, national or ethnic origin, HIV status, marital status, sexual orientation, Regional Appalachian ancestry, or disability. Specific City policies relating to sexual harassment and reasonable accommodation for persons with disabilities are covered in the City's Affirmative Action Plan.

The City Manager is responsible for the overall success of the Affirmative Action Program. Each agency head is personally responsible and accountable for the success of the Affirmative Action Plan in his/her agency. Each manager and supervisor is responsible and accountable for the success of the Affirmative Action Program as it relates to his/her employees.

The City Manager shall evaluate affirmative actions taken and shall consider that evaluation when determining "salary adjustments" for directors and agency heads. Acts of discrimination and/or violation of EEO/AA policies or procedures will result in written reprimands, salary reductions, suspensions, and/or any combination of corrective actions, including termination.

The Director of Personnel and the EEO Division will audit personnel actions in City agencies and will provide assistance to agency heads in determining what affirmative actions should be taken. All reports generated by this policy and the City Council ordinance will be made available to the Affirmative Action Advisory Committee and the public upon request.

As authorized by ordinance, the City Manager shall appoint members of the Affirmative Action Advisory Committee. The Director of Personnel shall designate staff support of the Committee.



# 3

## ***Responsibility***

City Council adopts the Affirmative Action Program by City Ordinance as a reaffirmation of the City's commitment to equal opportunity and affirmative action. The plan requires the cooperation of City Officers and employees to assist in the achievement of a successful program. To ensure the program's success, specific responsibilities have been delineated.

### **City Manager**

The City Manager has the overall responsibility and accountability for the City's Equal Employment Opportunity Policy and Affirmative Action Program. The City Manager shall review and approve the Affirmative Action Program Plan. This official shall evaluate department heads on Equal Employment Opportunity (EEO) performance and attainment of established Affirmative Action Program (AAP) goals. Acts of discrimination and/or violations of EEO/AAP policies or procedures will result in written reprimands, salary reductions, suspensions, and/or any combination of corrective actions, including termination.

### **Human Resources Director**

The Human Resources Director is directly responsible for the operation and maintenance of the Affirmative Action Program. The Human Resources Director has primary responsibility for personnel related matters. The Human Resources Director shall:

1. Assist departments with recruitment, referrals, screening and record keeping for unclassified employees;
2. Implement supportive programs to ensure the success of the Affirmative Action Program;
3. Ensure that managers are aware that their work performance is, in part, evaluated on the basis of their EEO performance and the achievement of departmental goals for the workforce, and provide assistance in attaining EEO goals.
4. Review and modify employment practices to avoid adverse impact or unlawful discrimination.

### **Equal Employment Opportunity Officer**

The Human Resources Director, or designee, is the City's EEO Officer and represents the City on all equal opportunity matters and discrimination complaints except those filed with outside agencies, which are handled by the City's Law Department. The EEO Officer is accountable to the City Manager and is responsible for monitoring the City's results, and evaluating affirmative action efforts to ensure that all necessary actions are taken by all levels of management to fulfill the City of Cincinnati's Equal Employment Opportunity policy. These responsibilities include, but are not limited to, the following:

1. Prepare and update annually the City's Affirmative Action Program Plan;
2. Design, implement and conduct a continuing audit and reporting system to identify possible problem areas and to monitor the overall effectiveness of the program and implementation thereof; follow through with advice and recommendations where appropriate to ensure remedial action is taken;
3. Provide training and technical assistance to departments on the Affirmative Action Program Plan and EEO matters;
4. Administer system for resolving EEO complaints from employees and applicants;
5. Submit to the City Manager an annual status report of discrimination complaints filed against the City;
6. Review all policies, procedures, rules, and appropriate documents for compliance with EEO practices and procedures;
7. Serve as liaison between the City and government agencies, minority organizations, women's organizations and community action groups concerned with employment opportunities for minorities, women, and persons with disabilities;
8. Serve as staff to the Affirmative Action Advisory Committee and EEO Advisory Review Board;
9. Monitor the 'bridge' positions that enable employees to move up to the middle management level to ensure that minorities and women are being afforded upward mobility opportunities;
10. Periodically prepare presentations to discuss the status of the Affirmative Action Program's progress with the City Manager, Civil Service Commission, City Council, Cincinnati Human Relations Commission, the Affirmative Action Advisory Committee, and agency heads.

### **Civil Service Commission**

The Civil Service Commission has primary responsibility for recruitment, testing, validation, certification, data collection, and reporting for the classified service, in accordance with city, state, and federal regulations. These activities are coordinated with the EEO Division. The Civil Service Commission shall:

1. Recruit applicants in a manner consistent with established Affirmative Action Program goals and timetables;
2. Advertise in minority news media and in localities that will maximize minority and female applicant flows;
3. Test applicants in a manner consistent with applicable state and federal testing guidelines to ensure that testing is non-discriminatory;
4. Monitor the certification process;
5. Collect, analyze, and maintain applicant flow data;
6. Ensure the job relatedness of minimum requirements and examinations;
7. Prepare and submit required reports and documents to governmental agencies as appropriate.

### **City Solicitor's Office**

The City Solicitor is responsible for handling all litigation, matters, and proceedings in which the City may have a legal interest. As such, discrimination and non-compliance complaints that are served upon the City by external regulatory agencies shall be referred to the City Solicitor's office for advice and for appropriate action.

### **Department Heads**

Each department head shall comply with all aspects of the City's Affirmative Action Plan. These responsibilities include, but are not limited to, the following:

1. Establish and monitor specific goals and timetables to correct under-representation for all job categories;
2. Initiate corrective measures to eliminate program deficiencies;
3. Inform all employees of the departmental affirmative action program, EEO policy, and the City's Affirmative Action Program Plan;
4. Maintain data required to document equal employment practices;
5. Advise the Human Resources Department of specific recruitment needs for correcting workforce inequities.



6. Initiate corrective measures to eliminate program deficiencies;
7. Assist the EEO Division in resolving EEO complaints regarding departmental employment practices.

#### **Equal Employment Opportunity Counselors**

Equal Employment Opportunity Counselors are elected by City employees and appointed to serve a three-year term to act as liaisons between management and employees for EEO/AA matters. The complement for EEO counselors is twenty, with ten elected and ten appointed by the EEO Officer. Each EEO Counselor should have sufficient organizational authority and access to department heads. Each EEO Counselor shall:

1. Be trained on equal employment opportunity laws and affirmative action, mediation and investigative skills, Human Resources Policies and Procedures, Civil Service laws, and EEO counseling;
2. Promote the concept of affirmative action and equal employment opportunity and inform employees of their rights and availability of personnel services including: counseling, job opportunities, training, and other matters concerning the employees' welfare;
3. Apprise Human Resources of employee concerns regarding EEO/AA matters;
4. Assist in resolving problems and concerns related to EEO/AA;
5. Submit suggestions to the agency head and EEO Officer to enhance and improve the Affirmative Action Program.

#### **Equal Employment Opportunity Advisory Review Board**

The EEO Advisory Review Board, comprised of three volunteers appointed by the City Manager, will serve as the impartial reviewer of employee and applicant appeals of EEO complaints filed with the EEO Officer. All recommendations are submitted to the City Manager for final action.

#### **EEO Complaints and Counseling**

The City of Cincinnati has an administrative process that is available to all job applicants and City employees for resolving EEO complaints. This process is designed to impartially resolve EEO complaints and minimize the financial impact upon both the complainant and the City. EEO complaints may be presented to the Human Resources Department-EEO Division. However, in most cases complaints will be referred back to the department to allow them to have the first opportunity to resolve the issues. Departments may request assistance from the EEO Division and Equal Employment Opportunity Counselors in the resolution of complaints.



# 4

## **Goals and Utilization**

Goals will be established annually for total minorities and total women for all job categories. Each goal will be equal to the availability for that job category. Annual goals may be revised during the program to accommodate changes that impact the City's workforce. For example, goals may be affected by such factors as the general state of the economy, expansion or contraction of the workforce, and/or an increase or decrease in the City employee turnover rate. Goal attainment will be judged using the percent of availability for each job category as compared with the profile for that job category.

One factor affecting goal attainment is the Civil Service selection procedure. Civil Service staff and City departments are continually working together to ensure that recruitment and examination processes will assist departments in meeting their Affirmative Action goals. One procedure that continues to assist in this regard is the revision of the state Civil Service Rules replacing the rule of three with the rule of ten for entry level hiring opportunities. This permits a hiring authority to consider an expanded number of applicants for each entry-level position to be filled. This will continue to provide departments with greater flexibility in meeting their goals.

The City's ultimate goal is a workforce that is reflective of the relevant labor market. Good faith efforts will be made to attain the goals established. However, because goals are set based on availability and are only estimates, not rigid quotas, it is conceivable that circumstances may sometimes result in the goals not being achieved.

Table 2 represents the 2010 objectives for utilization of the underutilized workforce of the City of Cincinnati. Two job categories for female representation were identified as underutilized.

Table 3 represents the agency workforce composition on December 31, 2009 for each EEO job category by race and sex and persons with disabilities. Each number represents the actual number, with the percentage listed below, of full-time City employees by race and sex who are employed by the City of Cincinnati in each job category.

Underutilization is determined pursuant to the Code of Federal Regulations (CFR) 60-2.11(b). Underutilization will be declared when there are fewer minorities or women in a particular job category than would be reasonably expected by their availability. For purposes of program administration, underutilization will be declared when underutilization is less than 80% of availability. The 80% rule is an approved methodology by the Office of Federal Contract Compliance Programs (OFFCP).

**City of Cincinnati  
Affirmative Action Objectives for 2010  
Table 2**

<b>Objective</b>	<b>Availability</b>	<b>2009</b>
Increase Female Representation in the following categories: Protective Service (Un-sworn)	27.0	13.0
Service/Maintenance	33.7	21.2
Increase Minority Representation in the following categories:		

**CITY OF CINCINNATI  
AFFIRMATIVE ACTION PROGRAM  
UTILIZATION ANALYSIS**

Table 3

DEPARTMENT/DIVISION: **CITY WIDE OVERALL SUMMARY**

REPORT DATE: December 31, 2009

EEO JOB CATEGORY	Total # %	Section One Agency Workforce							Section Two Community Labor Statistics					Section Three Underutilization*					Section Four Person(s) Needed?					
		Male			Female			PWD	Male		Female			Male		Female			Male		Female			
		BM #	WM #	OM %	BF %	WF %	OF %	Total #	BM %	OM %	BF %	WF %	OF %	BM %	OM %	BF %	WF %	OF %	BM	OM	BF	WF	OF	
		%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%					
Administrator	193	20	106	10	19	36	2	7																
									7.4	2.6	10.6	17.8	0.8	3.0	2.6	-0.8	0.9	0.2						
Professional	1007	86	404	29	159	305	24	32																
									5.4	1.8	9.0	25.0	0.8	3.1	1.1	6.8	5.3	1.8						
Technician	384	31	262	11	26	51	3	17																
									6.4	0.8	3.4	7.8	0.2	1.7	2.1	3.4	5.5	0.6						
Protective Service (Sworn)	1950	469	1126	79	89	180	7	12																
									17.8	0.6	3.6	8.3	0.1	6.3	3.5	1.0	0.9	0.3						
Protective Service (Unsworn)	23	12	8		3																			
									30.0	0.0	24.5	2.5	0.0	22.2	0.0	-11.5	-2.5	0.0			YES	YES		
Administrative Support	665	28	72	3	273	278	11	23																
									2.3	0.4	32.4	32.8	0.9	1.9	0.1	8.7	9.0	0.8						
Skilled Craft	249	30	204	4	4	7		15																
									8.6	0.2	0.3	1.0	0.0	3.4	1.4	1.3	1.8	0.0						
Service/ Maintenance	790	327	276	20	100	65	2	38																
									21.3	1.2	18.0	15.3	0.4	20.1	1.3	-5.3	-7.1	-0.1			YES	YES		
TOTAL	5261	1003	2458	156	673	922	49	144																

\*A positive number indicates that the representation of a group in the City workforce exceeds its availability. A negative number indicates that the representation of a group in the City workforce is less than its availability, and therefore, has a goal to increase representation in the City's workforce.



**5**  
***Analysis***

**CITY OF CINCINNATI**  
**COMPOSITION OF WORKFORCE (1990 – 2009)**  
**Table 4**

	<b>Black Males</b>	<b>White Males</b>	<b>Other Males</b>	<b>Black Females</b>	<b>White Females</b>	<b>Other Females</b>
<b>1990</b>	18.8%	53.0%	0.8%	12.0%	15.1%	0.3%
<b>1991</b>	18.6%	52.8%	0.9%	12.3%	15.1%	0.3%
<b>1992</b>	18.6%	51.9%	0.9%	12.5%	15.8%	0.4%
<b>1993</b>	18.7%	51.2%	0.9%	12.8%	16.0%	0.4%
<b>1994</b>	19.0%	51.1%	0.9%	12.7%	16.0%	0.4%
<b>1995</b>	19.3%	50.7%	1.0%	12.7%	15.9%	0.4%
<b>1996</b>	19.1%	50.1%	1.1%	12.4%	16.8%	0.5%
<b>1997</b>	19.1%	49.7%	1.2%	12.6%	17.0%	0.5%
<b>1998</b>	19.3%	49.2%	1.2%	12.8%	17.1%	0.5%
<b>1999</b>	19.2%	48.8%	1.2%	13.0%	17.3%	0.5%
<b>2000</b>	19.5%	47.8%	1.2%	13.5%	17.4%	0.6%
<b>2001</b>	19.4%	47.5%	1.3%	13.7%	17.5%	0.6%
<b>2002</b>	19.7%	47.1%	1.4%	13.9%	17.4%	0.6%
<b>2003</b>	19.8%	46.5%	1.2%	14.2%	17.9%	0.4%
<b>2004</b>	19.7%	46.8%	1.2%	14.2%	17.6%	0.5%
<b>2005</b>	19.8%	47.0%	1.24%	14.12%	17.4%	0.5%
<b>2006</b>	19.9%	46.7%	1.5%	14.2%	17.2%	0.6%
<b>2007</b>	20.1%	46.8%	1.5%	13.7%	17.3%	0.6%
<b>2008</b>	19.4%	45.7%	3.3%	13.2%	17.5%	1.0%
<b>2009</b>	19.1%	46.7%	3.0%	12.8%	17.5%	0.9%

COMPARISON OF FEMALE AND MINORITY AVAILABILITY TO ACTUAL WORKFORCE

Table 5

EEO Job Category	Female		Total Minority		Black		Other	
	Availability	2009	Availability	2009	Availability	2009	Availability	2009
Administrator	29.2	29.5	21.4	26.4	18.0	20.2	3.4	6.2
Professional	34.8	48.5	17.0	29.6	14.4	24.3	2.6	5.3
Technician	11.4	20.8	10.8	18.5	9.8	14.8	1.0	3.6
Protective Services (Sworn)	12.0	14.2	22.1	33.0	21.4	28.6	0.7	4.4
Protective Services (Un-Sworn)	27.0	13.0	54.5	65.2	54.5	66.2	0.0	0.0
Administrative Support	66.1	84.5	36.0	47.4	34.7	45.3	1.3	2.1
Skilled Craft	1.3	4.4	9.1	15.3	8.9	13.7	0.2	1.6
Service/Maintenance	33.7	21.1	40.9	56.8	39.3	54.1	1.6	2.8

## **Applicants**

### **Applicant Flow Analysis**

Applicant data are the most immediate index to assess the City's success in reaching targeted groups and qualified female and minority applicants in the general labor market. The Human Resources Department has compiled applicant-flow data by Job Category to determine the effectiveness of recruitment efforts in attracting qualified applicants to specific categories. Effective recruitment is imperative if Affirmative Action goals and objectives are to be met.

Applicants are advised that this information is strictly voluntary and will be used for affirmative action purposes only. All data are maintained and analyzed to detect employment patterns that could be challenged as discriminatory.

Table 6 represents the total applicant flow data from January 1 through December 31, 2009 for positions filled through open, competitive examination or exceptional appointment. Other hires may have occurred through other means.



**CITY OF CINCINNATI  
APPLICANT FLOW SUMMARY  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**Table 6**

	<b>APPLIED</b>		<b>HIRED</b>	
	<b>#</b>	<b>%</b>	<b>#</b>	<b>%</b>
<b>TOTAL APPLICANTS</b>	11082	100.0%	175	100.0%
<b>MALE</b>	7452	67.2%	108	61.7%
<b>FEMALE</b>	3445	31.1%	67	38.3%
<b>UNKNOWN</b>	185	1.7%		0.0%
<b>TOTAL WHITE</b>	6994	63.1%	133	76.0%
<b>TOTAL MINORITIES</b>	3622	32.7%	42	24.0%
<b>BLACK</b>	2985	26.9%	35	20.0%
<b>OTHER</b>	637	5.7%	7	4.0%
<b>UNKNOWN</b>	466	4.2%		0.0%

**CITY OF CINCINNATI**  
**Applicant Flow Summary**  
**JANUARY 01, 2009 -DECEMBER 31, 2009**

**ADMINISTRATOR**  
**TABLE 54A**

	APPLIED		HIRED	
	#	%	#	%
<b>TOTAL APPLICANTS</b>	244	100.0%	5	100.0%
<b>MALE</b>	182	74.6%	2	40.0%
<b>FEMALE</b>	62	25.4%	3	60.0%
<b>UNKNOWN</b>	0	0.0%		0.0%
<b>TOTAL WHITE</b>	175	71.7%	3	60.0%
<b>TOTAL MINORITIES</b>	61	25.0%	2	40.0%
<b>BLACK</b>	52	21.3%	1	20.0%
<b>OTHER</b>	9	3.7%	1	20.0%
<b>UNKNOWN</b>	8	3.3%		0.0%

**PROFESSIONAL**  
**TABLE 54B**

	APPLIED		HIRED	
	#	%	#	%
<b>TOTAL APPLICANTS</b>	4425	100.0%	69	100.0%
<b>MALE</b>	2677	60.5%	38	55.1%
<b>FEMALE</b>	1671	37.8%	31	44.9%
<b>UNKNOWN</b>	77	1.7%		0.0%
<b>TOTAL WHITE</b>	2886	65.2%	47	68.1%
<b>TOTAL MINORITIES</b>	1339	30.3%	22	31.9%
<b>BLACK</b>	934	21.1%	17	24.6%
<b>OTHER</b>	405	9.2%	5	7.2%
<b>UNKNOWN</b>	200	4.5%		0.0%

**CITY OF CINCINNATI**  
**Applicant Flow Summary**  
**JANUARY 01, 2009 -DECEMBER 31, 2009**

**TECHNICIAN**  
**TABLE 54C**

	<b>APPLIED</b>		<b>HIRED</b>	
	<b>#</b>	<b>%</b>	<b>#</b>	<b>%</b>
<b>TOTAL APPLICANTS</b>	221	100.0%	19	100.0%
<b>MALE</b>	111	50.2%	14	73.7%
<b>FEMALE</b>	110	49.8%	5	26.3%
<b>UNKNOWN</b>	0	0.0%		0.0%
<b>TOTAL WHITE</b>	143	64.7%	15	78.9%
<b>TOTAL MINORITIES</b>	68	30.8%	4	21.1%
<b>BLACK</b>	49	22.2%	4	21.1%
<b>OTHER</b>	19	8.6%	0	0.0%
<b>UNKNOWN</b>	10	4.5%		0.0%

**PROTECTIVE SERVICE (SWORN)**  
**TABLE 54D**

	<b>APPLIED</b>		<b>HIRED</b>	
	<b>#</b>	<b>%</b>	<b>#</b>	<b>%</b>
<b>TOTAL APPLICANTS</b>	2987	100.0%	2	100.0%
<b>MALE</b>	2786	93.3%	2	100.0%
<b>FEMALE</b>	167	5.6%	0	0.0%
<b>UNKNOWN</b>	34	1.1%		0.0%
<b>TOTAL WHITE</b>	2199	73.6%	2	100.0%
<b>TOTAL MINORITIES</b>	754	25.2%	0	0.0%
<b>BLACK</b>	649	21.7%	0	0.0%
<b>OTHER</b>	105	3.5%	0	0.0%
<b>UNKNOWN</b>	34	1.1%		0.0%

**CITY OF CINCINNATI**  
**Applicant Flow Summary**  
**JANUARY 01, 2009 -DECEMBER 31, 2009**

**ADMINISTRATIVE SUPPORT**  
**TABLE 54F**

	APPLIED		HIRED	
	#	%	#	%
<b>TOTAL APPLICANTS</b>	1986	100.0%	31	100.0%
<b>MALE</b>	550	27.7%	7	22.6%
<b>FEMALE</b>	1364	68.7%	24	77.4%
<b>UNKNOWN</b>	72	3.6%		0.0%
<b>TOTAL WHITE</b>	770	38.8%	25	80.6%
<b>TOTAL MINORITIES</b>	1099	55.3%	6	19.4%
<b>BLACK</b>	1042	52.5%	5	16.1%
<b>OTHER</b>	57	2.9%	1	3.2%
<b>UNKNOWN</b>	117	5.9%		0.0%

**SKILLED CRAFT**  
**TABLE 54G**

	APPLIED		HIRED	
	#	%	#	%
<b>TOTAL APPLICANTS</b>	257	100.0%	7	100.0%
<b>MALE</b>	252	98.1%	7	100.0%
<b>FEMALE</b>	4	1.6%	0	0.0%
<b>UNKNOWN</b>	1	0.4%		0.0%
<b>TOTAL WHITE</b>	183	71.2%	7	100.0%
<b>TOTAL MINORITIES</b>	58	22.6%	0	0.0%
<b>BLACK</b>	53	20.6%	0	0.0%
<b>OTHER</b>	5	1.9%	0	0.0%
<b>UNKNOWN</b>	16	6.2%		0.0%

**CITY OF CINCINNATI**  
**Applicant Flow Summary**  
**JANUARY 01, 2009 -DECEMBER 31, 2009**

**SERVICE/ MAINTENANCE**  
**TABLE 54H**

	<b>APPLIED</b>		<b>HIRED</b>	
	<b>#</b>	<b>%</b>	<b>#</b>	<b>%</b>
<b>TOTAL APPLICANTS</b>	962	100.0%	42	100.0%
<b>MALE</b>	894	92.9%	38	90.5%
<b>FEMALE</b>	67	7.0%	4	9.5%
<b>UNKNOWN</b>	1	0.1%		0.0%
<b>TOTAL WHITE</b>	638	66.3%	34	81.0%
<b>TOTAL MINORITIES</b>	243	25.3%	8	19.0%
<b>BLACK</b>	206	21.4%	8	19.0%
<b>OTHER</b>	37	3.8%	0	0.0%
<b>UNKNOWN</b>	81	8.4%		0.0%

## Hires

The number of hires in 2009 was 175. Table 7 shows the percentage of minority and female hires by department. Table 8 shows the number of hires by job category and Table 9 shows the number of hires by department broken down by race and sex. The count of hires does not include employees who transferred into another City department. Of the 175 hired, 67 or 38.3% were female; 42 or 24.0% were minorities; and 87 or 49.7% were members of a protected class.

### Advancements toward Affirmative Action

TABLE 7

Department	Total Hires	% Minorities	% Female	% Protected
CITIZENS COMPLAINT AUTHORITY	1	100.0%	0.0%	100.0%
CITY MANAGER - SUMMARY	3	33.3%	0.0%	33.3%
CITY PLANNING DEPARTMENT	2	0.0%	100.0%	100.0%
COMMUNITY DEVELOPMENT	8	37.5%	25.0%	50.0%
ENTERPRISE SERVICES	1	0.0%	100.0%	100.0%
FINANCE	2	50.0%	100.0%	100.0%
FIRE	1	0.0%	0.0%	0.0%
HEALTH	22	54.5%	77.3%	86.4%
HUMAN RESOURCES	0	0.0%	0.0%	0.0%
LAW	6	16.7%	100.0%	100.0%
METROPOLITAN SEWER DISTRICT	49	12.2%	16.3%	28.6%
PARKS	5	0.0%	40.0%	40.0%
POLICE	22	13.6%	72.7%	81.8%
PUBLIC SERVICES	12	25.0%	8.3%	25.0%
RECREATION	1	0.0%	0.0%	0.0%
REGIONAL COMPUTER CTR	2	50.0%	50.0%	50.0%
TRANSPORTATION & ENGINEERIN	1	0.0%	0.0%	0.0%
WATER WORKS	37	13.5%	24.3%	35.1%

**CITY OF CINCINNATI  
FULL TIME EMPLOYEES HIRED BY  
JOB CATEGORY, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**TABLE 8**

Job Category	Total # %	Male			Female			PWD Total # %
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %	
Administrator	5		2		1	1	1	
	100		40.0		20.0	20.0	20.0	
Professional	69	6	30	2	11	17	3	
	100	8.7	43.5	2.9	15.9	24.6	4.3	
Technician	19	2	12		2	3		
	100	10.5	63.2		10.5	15.8		
Protective Service (Sworn)	2		2					
	100		100.0					
Administrative Support	31	3	4		2	21	1	1
	100	9.7	12.9		6.5	67.7	3.2	3.2
Skilled Craft	7		7					
	100		100.0					
Service/ Maintenance	42	7	31		1	3		
	100	16.7	73.8		2.4	7.1		
<b>TOTAL</b>	<b>175</b>	<b>18</b>	<b>88</b>	<b>2</b>	<b>17</b>	<b>45</b>	<b>5</b>	<b>1</b>
	100	10.3	50.3	1.1	9.7	25.7	2.9	0.6

PWD = Persons with Disabilities

**CITY OF CINCINNATI  
FULL TIME EMPLOYEES HIRED BY  
DEPARTMENT, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**TABLE 9**

Department	Total # %	Male			Female			PWD Total # %
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %	
CITIZENS COMPLAINT AUTHORITY	1 100	1 100.0						
CITY MANAGER - SUMMARY	3 100	1 33.3	2 66.7					
CITY PLANNING DEPARTMENT	2 100					2 100.0		
COMMUNITY DEVELOPMENT	8 100	2 25.0	4 50.0		1 12.5	1 12.5		
ENTERPRISE SERVICES	1 100					1 100.0		1 100.0
FINANCE	2 100				1 50.0	1 50.0		
FIRE	1 100		1 100.0					
HEALTH	22 100	1 4.5	3 13.6	1 4.5	10 45.5	6 27.3	1 4.5	
HUMAN RESOURCES	0 100							
LAW	6 100				1 16.7	5 83.3		
METROPOLITAN SEWER DISTRICT	49 100	5 10.2	35 71.4	1 2.0		6 12.2	2 4.1	
PARKS	5 100		3 60.0			2 40.0		
POLICE	22 100	2 9.1	4 18.2		1 4.5	14 63.6	1 4.5	
PUBLIC SERVICES	12 100	2 16.7	9 75.0		1 8.3			
RECREATION	1 100		1 100.0					
REGIONAL COMPUTER CTR	2 100		1 50.0		1 50.0			
TRANSPORTATION & ENGINEERING	1 100		1 100.0					
WATER WORKS	37 100	4 10.8	24 64.9		1 2.7	7 18.9	1 2.7	
<b>TOTAL</b>	<b>175 100</b>	<b>18 10.3</b>	<b>88 50.3</b>	<b>2 1.1</b>	<b>17 9.7</b>	<b>45 25.7</b>	<b>5 2.8</b>	<b>1 0.6</b>

PWD = Persons with Disabilities



## Exceptional Appointments

Hires for 2009 also included exceptional appointments from 6 City departments. Of the 175 employees hired, 91 or 52% were exceptional appointments. The Metropolitan Sewer District had 33 of the 175 exceptional appointments in 2009, while Health and Water Works had 20 and 18, respectively. Of the total exceptional appointments, 30 or 17.1% were female; 26 or 14.9% were minorities; and 42 or 24% were members of protected classes.

### Exceptional Appointments by Department

TABLE 10

Department	BM	WM	OM	BF	WF	OF
Citizens Complaint Authority						
City Manager - Summary	1	1				
City Planning Department						
Community Development	2	3			1	
Enterprise Services						
Finance						
Fire						
Health	1	3	1	8	6	1
Human Resources						
Law						
Metropolitan Sewer District	3	23	1		4	2
Parks		1				
Police		1				
Public Services	2	5		1		
Recreation		1				
Regional Computer Ctr		1				
Transportation & Engineering						
Water Works	1	10		1	5	1
<b>TOTAL</b>	<b>10</b>	<b>49</b>	<b>2</b>	<b>10</b>	<b>16</b>	<b>4</b>

## Promotions

Advancement through upward mobility is an important measure in determining the City's Affirmative Action Program. Table 11 and Table 12 include automatic promotions which employees receive after successful completion of a probationary period. The City Manager has no control over such promotions. This table indicates that there were 255 promotions in 2009. Minority promotions represented 30.6% of the total promotions, compared to 32% in 2008. Females represented 28.7% of the total promotions, compared to 43.4% in 2008. Protected class employees represented 47.5% of the total promotions in 2009, as compared to 56.8% in 2008.

**CITY OF CINCINNATI  
FULL TIME EMPLOYEES PROMOTED BY  
JOB CATEGORY, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**TABLE 11**

Job Category	Total # %	Male			Female			PWD Total # %
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %	
Administrator	19	2	8	2	2	5	1	
	100	10.5	42.1	10.5	10.5	26.3	5.3	
Professional	40	2	21		6	10	1	
	100	5.0	52.5		15.0	25.0	2.5	
Technician	23		15	1	2	5		
	100		65.2	4.3	8.7	21.7		
Protective Service (Sworn)	40	5	35					
	100	12.5	87.5					
Administrative Support	39		6		16	17		
	100		15.4		41.0	43.6		
Skilled Craft	35	4	25	2		4	1	
	100	11.4	71.4	5.7		11.4	2.9	
Service/ Maintenance	59	23	24	7	3	2	2	
	100	39.0	40.7	11.9	5.1	3.4	3.4	
TOTAL	255	36	134	12	29	43	4	
	100	14.1	52.5	4.7	11.4	16.9	1.6	

PWD = Persons with Disabilities

**CITY OF CINCINNATI  
FULL TIME EMPLOYEES PROMOTED BY  
DEPARTMENT, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**TABLE 12**

Department	Total # %	Male			Female			PWD Total # %
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %	
CITIZENS COMPLAINT AUTHORITY	0							
CITY MANAGER - SUMMARY	3		1			1	1	1
	100		33.3			33.3	33.3	33.3
CITY PLANNING DEPARTMENT	0							
COMMUNITY DEVELOPMENT	4	2	1			1		
	100	50.0	25.0			25.0		
ENTERPRISE SERVICES	1		1					
	100		100.0					
FINANCE	4		2			2		
	100		50.0			50.0		
FIRE	40	5	34		1			
	100	12.5	85.0		2.5			
HEALTH	14	1	2		5	6		
	100	7.1	14.3		35.7	42.9		
HUMAN RESOURCES	0							
LAW	5	1			1	3		
	100	20.0			20.0	60.0		
METROPOLITAN SEWER DISTRICT	69	9	33	10	5	12		2
	100	13.0	47.8	14.5	7.2	17.4		2.9
PARKS	3	2				1		
	100	66.7				33.3		
POLICE	18		4		5	9		
	100		22.2		27.8	50.0		
PUBLIC SERVICES	10	3	3	1	2	1		1
	100	30.0	30.0	10.0	20.0	10.0		10.0
RECREATION	6		5		1			
	100		83.3		16.7			
REGIONAL COMPUTER CTR	4		2		2			
	100		50.0		50.0			
TRANSPORTATION & ENGINEERING	6		5		1			
	100		83.3		16.7			
WATER WORKS	68	13	41	1	6	7		
	100	19.1	60.3	1.5	8.8	10.3		
TOTAL	255	36	134	12	29	43	1	4
	100	14.1	52.6	4.7	11.4	16.9	0.4	1.6

PWD = Persons with Disabilities

### Transfers

A review of Table 13 and Table 14 indicates that of the 23 total number of transfers for 2009, 9 or 39.1% were minorities and 15 or 65.2% were female. Of the 18 departments, 7 had employees transfer into their department for 2009.

**CITY OF CINCINNATI  
FULL TIME EMPLOYEES TRANSFERRED BY  
JOB CATEGORY, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**TABLE 13**

Job Category	Total # %	Male			Female			PWD Total # %
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %	
Administrator	1					1		
	100					100.0		
Professional	6		2		1	3		1
	100		33.3		16.7	50.0		16.7
Technician	2		1			1		
	100		50.0			50.0		
Administrative Support	9				5	4		
	100				55.6	44.4		
Skilled Craft	2		2					
	100		100.0					
Service/ Maintenance	3	3						
	100	100.0						
<b>TOTAL</b>	<b>23</b>	<b>3</b>	<b>5</b>		<b>6</b>	<b>9</b>		<b>1</b>
	100	13.0	21.7		26.1	39.1		4.3

PWD = Persons with Disabilities

**CITY OF CINCINNATI  
FULL TIME EMPLOYEES TRANSFERRED BY  
DEPARTMENT, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**TABLE 14**

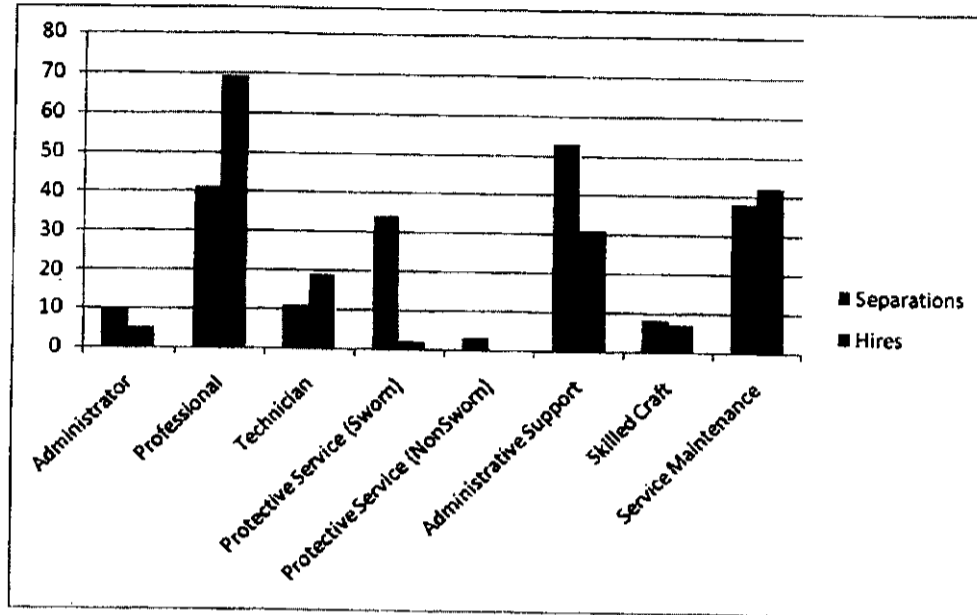
Department	Total # %	Male			Female			PWD Total # %
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %	
CITIZENS COMPLAINT AUTHORITY	0 100							
CITY MANAGER - SUMMARY	0 100							
CITY PLANNING DEPARTMENT	0 100							
COMMUNITY DEVELOPMENT	1 100				1 100.0			
ENTERPRISE SERVICES	0 100							
FINANCE	0 100							
FIRE	0 100							
HEALTH	2 100	1 50.0				1 50.0		
HUMAN RESOURCES	1 100				1 100.0			
LAW	1 100					1 100.0		
METROPOLITAN SEWER DISTRICT	11 100		4 36.4		3 27.3	4 36.4		
PARKS	0 100							
POLICE	0 100							
PUBLIC SERVICES	1 100	1 100.0						
RECREATION	0 100							
REGIONAL COMPUTER CTR	0 100							
TRANSPORTATION & ENGINEERING	1 100					1 100.0		
WATER WORKS	5 100	1 20.0	1 20.0		1 20.0	2 40.0	1 20.0	
<b>TOTAL</b>	<b>23 100</b>	<b>3 13.0</b>	<b>5 21.7</b>		<b>6 26.1</b>	<b>9 39.1</b>	<b>1 4.3</b>	

PWD = Persons with Disabilities

## Separations from Full-Time Employment

Separations are analyzed to assess the impact on the workforce. All separations (i.e. retirements, resignations, dismissals, full-time to part-time, etc.) from the permanent full-time workforce is counted to determine the separation rate. The table below reveals a total of 198 separations for program year 2009. When compared with the 175 hires made in 2009, there were 23 less hires than separations.

The comparison of hires and separations reveals that employees in five of the eight EEO Job Categories were hired at a lower rate than they were separated in 2009. All other job categories hired at a higher rate than were separated.



**CITY OF CINCINNATI  
FULL TIME EMPLOYEES SEPARATED BY  
JOB CATEGORY, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**TABLE 15**

Job Category	Total # %	Male			Female			PWD Total # %
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %	
Administrator	10 100	2 20.0	2 20.0	1 10.0	1 10.0	4 40.0		
Professional	41 100	3 7.3	4 9.8	7 17.1	10 24.4	17 41.5		
Technician	11 100	1 9.1	8 72.7		1 9.1	1 9.1	1 9.1	
Protective Service (Sworn)	34 100	13 38.2	15 44.1	2 5.9	1 2.9	3 8.8		
Protective Service (Unsworn)	3 100	1 33.3	1 33.3		1 33.3			
Administrative Support	53 100	3 5.7	9 17.0	1 1.9	22 41.5	18 34.0	3 5.7	
Skilled Craft	8 100		6 75.0			2 25.0		
Service/ Maintenance	38 100	19 50.0	7 18.4	3 7.9	6 15.8	3 7.9	3 7.9	
<b>TOTAL</b>	<b>198 100</b>	<b>42 21.2</b>	<b>52 26.3</b>	<b>14 7.1</b>	<b>42 21.2</b>	<b>48 24.2</b>	<b>7 3.5</b>	

*PWD = Persons with Disabilities*

**CITY OF CINCINNATI  
FULL TIME EMPLOYEES SEPARATED BY  
DEPARTMENT, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**TABLE 16**

Department	Total # %	Male			Female			PWD Total # %
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %	
CITIZENS COMPLAINT AUTHORITY	2	1			1			
CITY MANAGER - SUMMARY	3		1		1	1		
CITY PLANNING DEPARTMENT	6	2	1		1	2		
COMMUNITY DEVELOPMENT	2		1		1			
ENTERPRISE SERVICES	2	1			1			
FINANCE	9	2	2	1	2	2		
FIRE	14	3	9	2				
HEALTH	31		4	4	12	11	1	
HUMAN RESOURCES	1		1					
LAW	7			1	2	4		
METROPOLITAN SEWER DISTRICT	13	1	7	2	1	2	1	
PARKS	14	5	2		3	4	2	
POLICE	39	11	8		6	14		
PUBLIC SERVICES	23	14	5	1	3		1	
RECREATION	4			1	1	2	1	
REGIONAL COMPUTER CTR	10	1	3	1	4	1	1	
TRANSPORTATION & ENGINEERING	2		1			1		
WATER WORKS	16	1	7	1	3	4		
<b>TOTAL</b>	<b>198</b>	<b>42</b>	<b>52</b>	<b>14</b>	<b>42</b>	<b>48</b>	<b>7</b>	

PWD = Persons with Disabilities

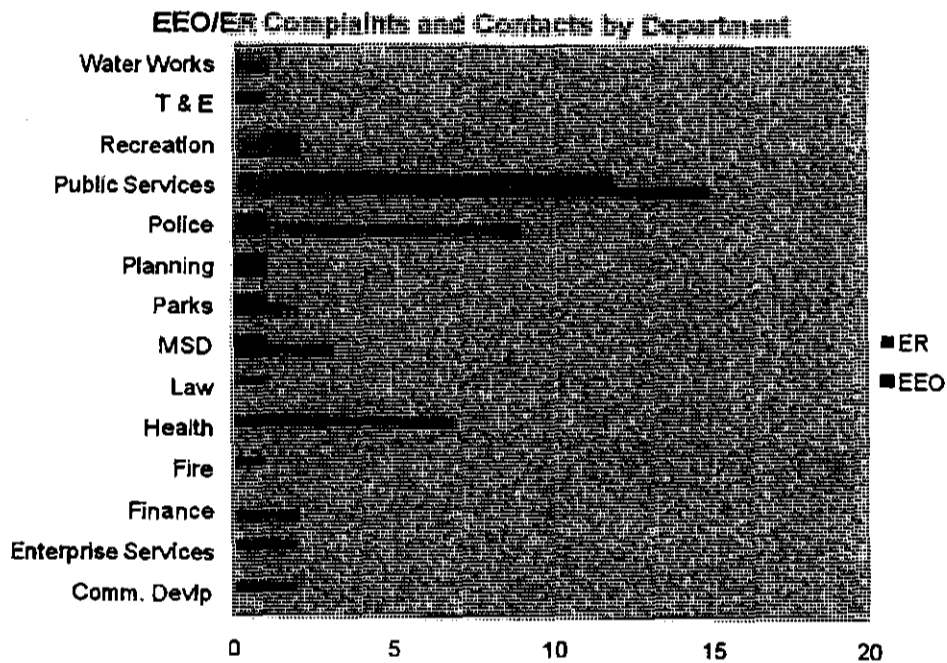




# 6

## ***Equal Employment Opportunity Complaints/Contacts***

There were 35 Equal Employment Opportunity (EEO) Complaints/Contacts and 33 Employee Relations Complaints/Contacts filed with the Employee Relations Division of the Human Resource Department against City employees in 2009. This reflects a 42.9% decrease in filings from 2008. The following departments did not have any EEO Complaints/Contacts filed in 2009: Citizen Complaint Authority, the City Manager's Office, the Department of Human Resources, and the Regional Computer Center.



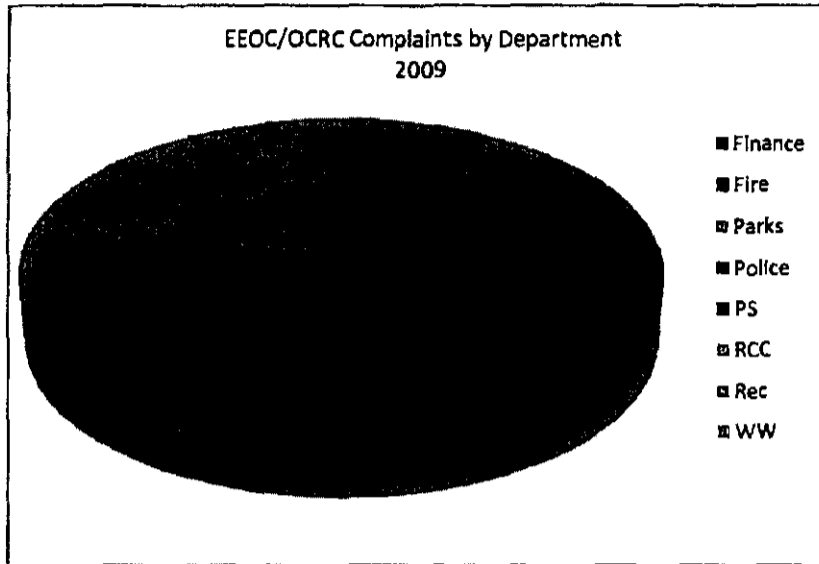
**CITY OF CINCINNATI  
NUMBER OF EQUAL EMPLOYMENT OPPORTUNITY COMPLAINTS/CONTACTS  
BY DEPARTMENT, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009  
TABLE 17**

Department	Total # %	Male			Female		
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %
CITIZENS COMPLAINT AUTHORITY	100						
CITY MANAGER - SUMMARY	100						
CITY PLANNING DEPARTMENT	1					1	
COMMUNITY DEVELOPMENT	100					100.0	
ENTERPRISE SERVICES	100						
FINANCE	2		2				
HEALTH	100		100.0				
HUMAN RESOURCES	100						
LAW	100						
METROPOLITAN SEWER DISTRICT	3	2				1	
PARKS	2	2					
POLICE	9	2	1		6		
PUBLIC SERVICES	15	7	2		6		
RECREATION	2	1				1	
REGIONAL COMPUTER CTR	100						
TRANSPORTATION & ENGINEERING	100						
WATER WORKS	1						
<b>TOTAL</b>	<b>35</b>	<b>14</b>	<b>5</b>		<b>12</b>	<b>3</b>	
	100	40.0	14.3		34.3	8.6	

**CITY OF CINCINNATI**  
**NUMBER OF Emp Relation COMPLAINTS/CONTACTS**  
**BY DEPARTMENT, RACE AND SEX**  
**JANUARY 01, 2009 -DECEMBER 31, 2009**  
**TABLE 18**

Department	Total # %	Male			Female		
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %
CITIZENS COMPLAINT AUTHORITY	100						
CITY MANAGER - SUMMARY	100						
CITY PLANNING DEPARTMENT	1					1	
COMMUNITY DEVELOPMENT	2	1				1	
ENTERPRISE SERVICES	2	1				1	
FINANCE	100						
FIRE	1		1				
HEALTH	7		1		2	4	
HUMAN RESOURCES	100		14.3		28.6	57.1	
LAW	1				1		
METROPOLITAN SEWER DISTRICT	1	1					
PARKS	1	1					
POLICE	1	1					
PUBLIC SERVICES	12	7	1		3		
RECREATION	2		1	1			
REGIONAL COMPUTER CTR	100						
TRANSPORTATION & ENGINEERING	1					1	
WATER WORKS	1	1					
TOTAL	33	13	4	1	6	8	

In 2009, 24 complaints were filed externally. Of the 24 complaints, 9 were filed with the Equal Employment Opportunity Commission (EEOC) and 14 were filed with the Ohio Civil Rights Commission (OCRC), and 1 was filed with both agencies.



**2009  
Demographics For EEOC/OCRC Cases**

Agency	Total	Black Male	White Male	Other Male	Black Female	White Female	Other Female	Unknown
Finance	1				1			
Fire	1	1						
Parks	1		1					
Police	4	3			1			
Public Services	8	5			3			
Regional Computer Center	3	2			1			
Recreation Commission	1	1						
Water Works	5	1		1	1			2
<b>Total</b>	<b>24</b>	<b>13</b>	<b>1</b>	<b>1</b>	<b>7</b>			<b>2</b>

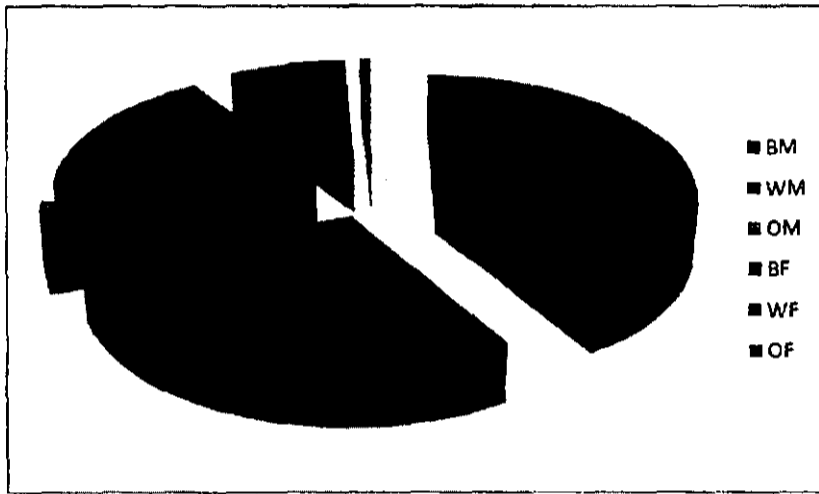


# 7

## Corrective Action

The total number of corrective actions received by employees increased from 373 in 2008 to 388 in 2009. The table below indicates that of the 388 corrective actions taken in 2009, 280 (72.1%) were imposed upon protected class employees, and 248 (63.9%) were minority employees. The percentage of corrective actions received by minority employees increased by 8.5% from 2008.

2009 Corrective Actions by Race and Sex



Comparative Chart of Corrective Actions  
2002 - 2009

Year	Total	Black Male	White Male	Other Male	Black Female	White Female	Other Female
2002	421	210 (49.9%)	132 (31.4%)	2 (0.5%)	49 (11.6%)	24 (5.7%)	4 (1.0%)
2003	399	192 (48.1%)	134 (33.6%)	5 (1.3%)	43 (10.8%)	25 (6.3%)	0 (0.0%)
2004	409	193 (47.2%)	126 (30.8%)	10 (2.4%)	41 (10.0%)	39 (9.5%)	0 (0.0%)
2005	477	206 (43.2%)	172 (36.1%)	2 (0.4%)	50 (10.5%)	47 (9.9%)	0 (0.0%)
2006	497	213 (42.9%)	175 (35.2%)	3 (0.6%)	62 (12.5%)	43 (8.7%)	1 (0.2%)
2007	423	181 (42.8%)	149 (35.2%)	1 (0.2%)	58 (13.7%)	34 (8.0%)	0 (0.0%)
2008	373	138 (37.0%)	122 (32.7%)	6 (1.6%)	58 (15.5%)	44 (11.8%)	5 (1.3%)
2009	388	161 (41.5%)	108 (27.8%)	18 (4.6%)	66 (17.0%)	32 (8.2%)	3 (0.8%)

**CITY OF CINCINNATI  
FULL TIME EMPLOYEES DISCIPLINED BY  
DEPARTMENT, RACE AND SEX  
JANUARY 01, 2009 -DECEMBER 31, 2009**

**TABLE 19**

Department	Total # %	Male			Female			PWD Total # %
		BM # %	WM # %	OM # %	BF # %	WF # %	OF # %	
CITIZENS COMPLAINT AUTHORITY	0							
CITY MANAGER - SUMMARY	0							
CITY PLANNING DEPARTMENT	0							
COMMUNITY DEVELOPMENT	3		2	1				
ENTERPRISE SERVICES	14	7	1		6			
FINANCE	4	1	1	1	1			1
FIRE	52	26	16	6	1	3		
HEALTH	10	1	1		6		2	
HUMAN RESOURCES	0							
LAW	0							
METROPOLITAN SEWER DISTRICT	19	6	9	2	1	1		
PARKS	17	12	3		1	1		2
POLICE	127	46	39	4	24	13	1	1
PUBLIC SERVICES	78	46	12	2	17	1		2
RECREATION	14		5	1	2	6		3
REGIONAL COMPUTER CTR	1					1		
TRANSPORTATION & ENGINEERING	1		1					
WATER WORKS	48	16	18	1	7	6		1
<b>TOTAL</b>	<b>388</b>	<b>161</b>	<b>108</b>	<b>18</b>	<b>66</b>	<b>32</b>	<b>3</b>	<b>10</b>

PWD = Persons with Disabilities

# 8



## **Training**

Outside Training reflects employee attendance at a training program offered by an outside training vendor or by City departments. The chart below reflects the total number of training classes or seminars that were attended by employees and the demographic information of attendees. External training is often highly specialized, technical or requires expertise not existing within the employee complement. As budgetary constraints limit resources to fund external training, the Department of Human Resources has focused on utilizing internal resources to provide training in areas such as basic/advanced supervision, management training, customer service, sexual harassment, etc.

**Demographics for Outside Training 2007 - 2009**

Year	Total	Black Male	White Male	Other Male	Black Female	White Female	Other Female
2007	5907	850 (14.4%)	3023 (51.2%)	148 (2.5%)	780 (13.2%)	1291 (21.9%)	65 (1.1%)
2008	2475	374 (15.1%)	1195 (48.3%)	109 (4.4%)	270 (10.9%)	512 (20.7%)	15 (0.6%)
2009*	11833	2205(18.6%)	5576 (47.1%)	354 (3.0%)	1276 (20.0%)	2332 (19.7%)	90 (0.8%)

\* Data now includes training not offered through HRDA

HRDA TRAINING BY DEPARTMENT, RACE AND SEX 2000							
TABLE 20							
Department	Workers Training	BM	WM	QM	BF	WF	OB
CITY PLANNING	31	7	13	2	1	8	0
	100%	22.6%	41.9%	6.5%	3.2%	25.8%	0.0%
CITIZEN COMPLAINT	6	2	2	0	2	0	0
	100%	33.3%	33.3%	0.0%	33.3%	0.0%	0.0%
CITY MANAGER'S OFFICE	43	7	12	0	10	13	1
	100%	16.3%	27.9%	0.0%	23.3%	30.2%	2.3%
COMMUNITY DEVELOPMENT	30	3	16	0	5	6	0
	100%	10.0%	53.3%	0.0%	16.7%	20.0%	0.0%
FINANCE	75	2	25	4	19	25	0
	100%	2.7%	33.3%	5.3%	25.3%	33.3%	0.0%
FIRE	85	12	57	4	8	4	0
	100%	14.1%	67.1%	4.7%	9.4%	4.7%	0.0%
ENTERPRISE SERVICES	15	5	5	0	3	2	0
	100%	33.3%	33.3%	0.0%	20.0%	13.3%	0.0%
HEALTH	182	12	28	3	60	73	6
	100%	6.6%	15.4%	1.6%	33.0%	40.1%	3.3%
HUMAN RESOURCES	23	1	5	0	11	5	1
	100%	4.3%	21.7%	0.0%	47.8%	21.7%	4.3%
LAW	27	1	9	0	7	9	1
	100%	3.7%	33.3%	0.0%	25.9%	33.3%	3.7%
MSD	629	80	384	37	35	84	9
	100%	12.7%	61.0%	5.9%	5.6%	13.4%	1.4%
PARKS	88	31	25	0	8	24	0
	100%	35.2%	28.4%	0.0%	9.1%	27.3%	0.0%
POLICE	125	13	50	4	21	37	0
	100%	10.4%	40.0%	3.2%	16.8%	29.6%	0.0%
PUBLIC SERVICES	335	134	108	5	69	18	1
	100%	40.0%	32.2%	1.5%	20.6%	5.4%	0.3%
RCC	32	6	12	3	6	5	0
	100%	18.8%	37.5%	9.4%	18.8%	15.6%	0.0%
RECREATION	375	87	86	8	84	110	0
	100%	23.2%	22.9%	2.1%	22.4%	29.3%	0.0%
TRANSPORTATION & ENG	73	6	45	2	5	13	2
	100%	8.2%	61.6%	2.7%	6.8%	17.8%	2.7%
WATER WORKS	633	88	348	10	74	109	4
	100%	13.9%	55.0%	1.6%	11.7%	17.2%	0.6%
<b>TOTAL</b>	<b>2,807</b>	<b>497</b>	<b>1,230</b>	<b>82</b>	<b>428</b>	<b>545</b>	<b>25</b>
	100%	17.7%	43.8%	2.9%	15.2%	19.4%	0.9%





# 9

## ***Gender Discrimination Guidelines***

The City of Cincinnati fully complies with all applicable State and Federal laws regarding gender discrimination. The City will continue to do the following:

### **Recruitment and Advertising**

1. The City actively recruits and hires employees of both genders for all jobs.
2. Employment advertisements do not express a gender preference for any job.

### **Job Policies and Practices**

1. Personnel policies do not discriminate on the basis of gender.
2. Employees and applicants of both sexes are considered equally for all positions they are qualified to perform.
3. Employment opportunities, wages, hours, conditions of employment, pensions, recreation programs, and employee fringe benefits are administered regardless of gender.
4. The seniority system is equal for all employees regardless of gender.
5. There is no distinction between the employment treatment or termination of a male or female based on marital status. The number or age of children will not be a factor in job offers and equal treatment. Retirement age and benefits are equal for both genders.
6. Leave of absences are the same for all employees regardless of gender or marital status.

### **Sexual Harassment and Favors**

It is against the City of Cincinnati's policy statement on sexual harassment for any person to use their official authority in making sexual advances towards employees over whom the person is authorized to make or recommend personnel actions; to grant, recommend or refuse to take personnel action because of sexual favors; and to take or fail to take a personnel action as reprisal against any employee for rejecting or reporting a sexual advance. It is also against City policy for a manager or supervisor to allow any employee to be sexually harassed, either verbally or physically, by any other employee, disciplinary action, up to and including termination, will be taken against any employee, whether supervisor or co-worker, who has violated this policy.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Any employee who believes he or she is or has been sexually harassed should immediately report the matter to his or her supervisor or, if the harassment is from his or her supervisor or another member of management, to that individual's supervisor.

Reports of sexual harassment may also be made to the EEO Division and/or any EEO Counselor.

**Affirmative Action**

The City will continue to take affirmative action to seek women for all positions. Special emphasis will be placed on those positions where women have been previously excluded. Equal opportunity is provided to all employees and applicants in all functions of the City.



# 10

## ***EEO Job Categories***

EEO Categories are job classifications published by the Equal Employment Opportunity Commission (EEOC). State and local governments use the EEO-4 schedule. Approximately 6.3 million employees are covered under the EEO-4 Job Categories. A description for each of the eight Job Categories; Administrator, Professional, Technician, Protective Service (Sworn), Protective Service (Unsworn), Administrative Support, Skilled Craft, and Service Maintenance, begins on page 51. A detailed listing of all of the job classifications employed by the City of Cincinnati for 2009 are listed by EEO Job Category beginning on page 68.

## Description of EEO-4 Job Categories

- 1 **Officials/Administrators:** Occupations in which workers set broad policies and exercise overall responsibility for execution of these policies. Included are department heads and other top management positions. This category also includes a number of positions that are regulatory.
- 2 **Professionals:** Occupations that require advanced education, special training, or work experience.
- 3 **Technicians:** Occupations that require specialized and theoretical knowledge that is usually acquired through specialized post-secondary school education or on-the-job training.
- 4 **Protective Services-Sworn:** Occupations that are directly connected with ensuring public safety, security, and protection.
- 5 **Protective Services-Nonsworn:** Occupations that perform technical and support work in safety or law enforcement that do not require a sworn person.
- 6 **Administrative Support:** Occupations in which workers are responsible for performing clerical support work such as typing, filing, recording, and receptionist work.
- 7 **Skilled Craft:** Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training or apprenticeship.
- 8 **Service Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene, or safety of the general public. Responsible for the general care, cleaning, and upkeep of buildings, parks, or facilities.



# 11

## ***Internal Audit***

### **Internal Review**

Under the direction of the EEO Officer, the EEO staff will conduct general internal reviews to help assure the City Manager that the City is meeting all EEO objectives and fulfilling the intention of the City of Cincinnati's Affirmative Action Program.

Following each review the findings will be analyzed and when necessary, a corrective action plan that addresses deficiencies will be prepared and implemented.

### **Internal Reporting System**

The following internal reports will be prepared on a scheduled basis to provide the information necessary for the internal review, as well as to ensure that non-discriminatory policies are being carried out:

1. **EEO-4 Report**
  - Details the race and sex composition of the workforce by eight occupational categories and is used to determine general trends.
2. **Report of Human Resources Department Activities**
  - Provides the composition of applicant flow and hire data by EEO-4 minority designation and gender
  - Provides source of referrals and hires by EEO-4 minority designation and sex.
  - Provides reasons for rejection of employment applicants by EEO-4 minority designation and gender.
3. **Utilization Status Report**
  - Provides utilization status, profile trend and movement data by EEO-4 minority designation and sex.
4. **Movement Report**
  - Tracks placement, promotions, and separations by EEO-4 minority designation and gender.
5. **Training Reports**
  - Documents attendance at training classes by EEO-4 minority designation and gender.



# 12

## ***Dissemination***

### **Internal**

1. Copies of the Affirmative Action Program plan will be distributed to Council Members, elected and appointed officials, City management, Equal Employment Opportunity Counselors, employee organizations, and City Boards and Commissions.
2. Human Resources will advise employees that a copy of the Affirmative Action Program plan is available for review.
3. The City's EEO Policy Statement will be distributed annually to all employees.
4. All required federal and state posters and notices will be posted at appropriate locations.
5. In-house publications will bear the statement "Equal Opportunity/Affirmative Action Employer" on the cover of face sheet, as appropriate.
6. City-sponsored publications will feature both minority and non-minority men and women.
7. EEO policy will be discussed in new employee orientation sessions and appropriate training programs.
8. Non-discrimination clauses will be included in all union agreements, and all contracts will be reviewed to ensure they are non-discriminatory.

**External**

1. Any method utilized for recruitment purposes will conclude with the statement that the City is an "Equal Opportunity/Affirmative Action Employer."
2. Relevant advertising or City-sponsored publications prepared for the general public will feature both minority and non-minority men and women.
3. Printed material for external dissemination will include the statement "Equal Opportunity/Affirmative Action Employer," as appropriate.
4. Female/minority/disabled recruiting sources will be utilized whenever possible.
5. The Human Resources Department will maintain a current listing of female/minority/disabled publications and community organizations whose interests are directed at ensuring equality.



## ***Appendices***

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Appendix A

**Summary of EEO Laws**

**Title VII of the Civil Rights Act of 1964 (As Amended)**

Title VII prohibits discrimination because of race, color, religion, sex, or national origin in all employment practices, including hiring, firing, promotion, compensation, and other terms, privileges, and conditions of employment.

**Equal Employment Opportunity Act of 1972**

This Act amends Title VII of the Civil Rights Act of 1964 and greatly strengthens the power and expands the jurisdiction of the Equal Employment Opportunity Commission in enforcement of the law.

**Title IX Education Amendments Act of 1972**

Title IX, in addition to extending coverage of the Equal Pay Act, prohibits discrimination on the basis of sex against employees or students of any education institution receiving Federal financial aid. Provisions covering students are similar to those of Title VI of the 1964 Civil Rights Act.

**The Equal Pay Act of 1963**

This act requires all employers subject to the Fair Labor Standards Act to provide equal pay for men and women performing similar work. In 1972, coverage of this Act was extended beyond employees covered by the FLSA to an estimated 15 million additional executive, administrative and professional employees (including academic, administrative personnel, and teachers in the elementary and secondary schools) and to outside sales persons. (Administration of the Act transferred to EEOC, July 1, 1979.)

**The Rehabilitation Act of 1973**

This Act states that no otherwise qualified disabled individual in the United States as defined, shall, solely by reason of his/her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Vietnam Era Veterans Readjustment Act of 1974**

A federal statute, effective December 3, 1974, which requires firms holding federal contracts or subcontracts of \$10,000 or more to take "Affirmative Action to hire and advance in Employment" disabled and Vietnam-Era veterans. The law is to be administered by the U.S. Department of Labor. Previously, government contractors were required, under Executive Order 11598, only to give "Special Emphasis" to the employment of veterans. No veteran may be considered to be a veteran of the Vietnam era under Section 2011 after December 31, 1999.

## Appendix A

### The Age Discrimination in Employment Act of 1967

This Act prohibits employers of 25 or more persons from discrimination because of age against persons 40 years old and over in any area of employment. (Administration of this Act transferred to EEOC July 1, 1979.)

### Civil Rights Act of 1991

The Civil Rights Act of 1991, significantly amends Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1966, the Attorneys' Fee Award Act of 1976, the American with Disability Act of 1990, and the Age Discrimination in Employment Act of 1967. The Act reverses parts of seven recent United States Supreme Court decisions that favored employers and for the first time provides for increased damages and jury trials in cases of intentional discrimination. Such subjects as disparate impact, business necessity, bias after hiring, consent decree challenges, seniority systems, and race-norming of test scores are addressed. The Act also requires the Equal Employment Opportunity Commission to carry out a program of educational and outreach activities regarding its provisions.

### Americans with Disabilities of 1992

This Act provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodation, state and local government services and programs and telecommunications. Most of the provisions of the ADA encompass Section 504 of the Rehabilitation Act of 1973, as amended, and the Civil Rights Act of 1964, as amended. The ADA extends disability discrimination prohibition to all state and local governments whether or not they receive federal funds.

### State of Ohio Against Discrimination

Section 4112 of the Ohio Revised Code in 1959 empowered the Ohio Civil Rights Commission (OCRC) as the agency to eliminate discriminatory employment practices. Subsequent amendments to the law have extended responsibilities of the OCRC to cover discrimination based on race, color, religion, sex, national origin, disability, age (at least 40 years old) or ancestry in the areas of employment, housing and public accommodations.

### City Ordinance No. 79-1991

According to this Ordinance, the City of Cincinnati will not unlawfully discriminate in any terms or conditions of employment because of race, color, sex, religion, national or ethnic origin, age, handicap, sexual orientation, HIV status, Appalachian regional ancestry, and marital status.

This ordinance (replaces Ordinance No. 540-1987) revises the City's Affirmative Action Program, and authorizes the City Manager to issue guidelines and standards for the implementation of such program. This ordinance provides the City of Cincinnati the means by which to comply with all employment regulations of Title VII of the 1964 Civil Rights Act as amended, of the 1967 Age Discrimination in Employment Act as amended, of the 1973 Rehabilitation Act as amended, and the 1990 Americans with Disabilities Act.

## Appendix B

### Equal Employment Opportunity Affirmative Action Definitions

#### **Affirmative Action (AA)**

Affirmative Action is a plan to take action to assure equal employment opportunity. Such plan is conscious of race, color, sex, and disability to help remedy past patterns of employment practices.

However, Affirmative Action goals are not established for the following protected groups: religion, national or ethnic origin, age, sexual orientation, HIV status, Appalachian Regional Ancestry, and marital status.

#### **Equal Employment Opportunity (EEO)**

Equal Employment Opportunity is equal access to employment as well as equal access on the job to all opportunities available, including opportunities for promotion, training, responsibilities, vacation, sick time, breaks, benefits, and higher paying jobs. EEO also encompasses equal application of rules, procedures, and discipline.

In regard to all of these, EO tells us to be blind to race, color, sex, disability, age religion, national or ethnic origin, sexual orientation, HIV status, Appalachian Regional Ancestry, and marital status.

#### **Essential Functions of the Job**

Functions that the individual who holds the position must be able to perform unaided or with the assistance of reasonable accommodation. To determine whether a function is essential, consider the following factors: (1) whether the position exists to perform a particular function; (2) the number of other employees available to perform that job function or among whom the performance of that job function can be distributed; and (3) the degree of expertise or skill required to perform the function.

#### **HIV Status**

Individual diagnosed with Human Immunodeficiency Virus (HIV).

#### **Hostile Work Environment**

Unwelcome sexual conduct that interferes with an individual's job performance or creates an intimidating, hostile, or offensive working environment, even if it leads to no tangible or economic job consequences.

## Appendix B

### **Job Categories**

Jobs that are relatively homogeneous are grouped into job categories. Jobs with similar "content, wage rates and (promotional) opportunities" should be combined. The object is to group together a series of related jobs.

### **Marital Status**

The state of individual as being married, single, divorced, separated or widowed.

### **Person with a Disability**

A person who: (1) has a physical or mental impairment that substantially limits one or more of his or her major life activities; or (2) has a record of such an impairment, or (3) is regarded as having such an impairment.

### **Protected Group**

EEO law forbids discrimination based on membership qualifying categories in the following "protected groups": Race, Color, Gender, Age (at least 40 year old), Religion, National Origin, Ethnic Origin, Sexual Orientation, HIV Status, Appalachian Regional Ancestry, Marital Status and Disability.

Equal Opportunity for all persons is protected by law on these grounds.

### **Qualified Person with a Disability**

A person with a disability who: (1) satisfied the requisite, skill, experience, education and other job-related requirements of the position such individual holds or desires, and (2) with or without reasonable accommodation can perform the essential function of the position.

### **Reasonable Accommodation**

The term "reasonable accommodation" modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such qualified applicant desires, or (2) modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified person with a disability to perform the essential functions of that job or (3) modifications or adjustments that enable an employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by employees without disabilities. Reasonable accommodation is required unless it can be demonstrated that the accommodation would impose an undue hardship on the business operation.

## Appendix B

### **Sexual Harassment**

Sexual Harassment is a form of sex discrimination. Sexual harassment is unwelcome sexual advances made by supervisors, co-workers, customers and clients. Ordinary social interactions are not sexual harassment, but repeated unwanted sexual conduct is considered sexual harassment. This includes unwelcome and unwanted requests, comments, statements, jokes, touching, gestures, creation of a hostile work environment, and displaying of sexually explicit material – in short, any unwelcome conduct of a sexual nature.

### **Sexual Orientation**

Having an orientation or preference for heterosexuality, homosexuality, or bisexuality, by and between consenting adults, whether expressed through sexual activity, affection inclination, or sexual identification, having a history of such an orientation or preference, or being identified with or perceived as having such an orientation or preference, irrespective of whether such identification or perception is correct.

### **Undue Hardship**

Significant difficulty or expense in, or resulting from, the provision of providing a reasonable accommodation. Refers to any accommodation that would be unduly costly, extensive, substantial, or disruptive, or that would fundamentally alter the nature or operation of the business.

**Availability Factor Computation Form**  
*Sample*

**Job Group**

	Raw Statistics		Value Weight		Weighted Factor		
	Minority	Female	Minority	Female	Minority	Female	
Percentage of minorities and women having requisite skills in immediate labor area.							
Percentage of minorities and women having requisite skills in reasonable recruitment area.							
Percentage of minorities and women promotable or transferable within facility.							
Percentage of minorities and women at facility whom contractor can train in requisite skills.							
			100%	100%			(Raw Statistic) X (Value Weight) = Weighted Factor
Final Availability (Percentage)							Total of Weighted Factors in each Column = Availability

## Appendix C

### Determining Availability

Although the City is not required to follow OFCCP regulations the City does follow their recommendations and considers the eight "factors" below to determine female and minority availability for each Job Group. The factors are possible sources of minority and female employees. Determining availability is essential to identifying areas of underutilization in each job group.

#### The Eight Factors

To determine whether minorities or females are underutilized in any Job Group, the City is required by the OFCCP to "consider" at least all of the following eight factors:

1. The minority and female total population in the immediate labor area:  
(Note: While the regulations refer to the "availability of women seeking employment in the labor recruitment area of the facility," this is generally interpreted as the percentage of females in the population of the immediate labor area.)
2. The minorities and females among the unemployed in the immediate labor area:  
(Note: This is not the minority or female unemployment rates.)
3. The minorities and females in the workforce in the immediate labor area:
4. The minorities and females having the requisite skills in the immediate labor area:
5. The minorities and female having the requisite skills in the reasonable recruitment area:
6. The promotable and transferable minorities and females within the City.
7. The minorities and females at training institutions from which the City recruits for jobs;  
and
8. The minorities and females at the City whom the City can train in requisite skills.

## Appendix C

### Application of the Eight Factors

The OFCCP recommends the Availability Factor Computation Method (AFCM) be used for conducting the eight factor analysis. The AFCM involves three steps.

1. Collect raw statistics for the applicable Eight Factors for each job category. Listed below are the relevant factors for the City of Cincinnati.

**Factor 4** – Identifies the percent of minorities and females available having the requisite skills in the immediate labor area. The requisite skill factors are derived from occupational data compiled by the Bureau of the Census. The 2000 Census data was used for all job categories using the grouping of the census occupational categories directly related to the EEO-4 categories. The labor market data was tabulated and purchased from Biddle & Associates. Data was provided for those occupations specifically utilized by the City. This data is separated by the eight EEO-4 job categories to provide external availability for all protected classes.

**Factor 5** – Identifies the percent of minorities and females available having the requisite skills in the reasonable recruitment area. The City recruits from the immediate labor area. As such, the same percentage data used for Factor 4 will be used for Factor 5 to determine external availability.

**Factor 6 and 8** – Represent internal availability of women and minorities who are promotable, transferable, or trainable within the City workforce. For the purposes of calculating availability, the percentages for Factors 6 and 8 are identical.

Completion of Factor 6 and 8 for each job group involves a four step process utilizing weighted aggregates.

- A. Determine the feeder jobs (in other Job Categories), if any, for each job title within the job category being analyzed.
  - B. Determine the female and minority composition of the feeder jobs for each job category.
  - C. Determine a weight for each job category based on the contribution of the feeder job to filling positions in the Job Category.
  - D. Multiply the weights by the minority and female percentages and total the results to determine the minority and female raw statistic. These numbers become the values for Factors 6 and 8 for internal availability.
2. These factors are weighted according to their importance to the overall Job Category.
  3. The raw statistical data and value weight are multiplied. The weighted factors are added together to provide the availability for the Job Category (See Attachment A).



**Appendix D**

**Promotional/Appointment Criteria**

In addition to federal and state regulations, Labor Management Agreements also dictate criteria for promotion within their particular Union's.

**“Rule of 1”**

The rule of one is used within the EEO Job category of Protective Services, primarily for classifications within Police and Fire:

- A. Ohio Revised Code 124.46 Eligible Lists for Firemen**  
The person having the highest position on the list shall be appointed in the case of a vacancy.
- B. Department of Administrative Services – Personnel 124.44 Promotion of Patrolman.**

The name of the person receiving the highest rating shall be certified. Upon such certification, the appointing officer shall appoint the person.

**“Rule of 3”**

The rule of 3 is used within all EEO Job Categories, including some classifications within Police and Fire.

- C. Department of Administrative Services – Personnel 124.31 Promotion**

In all cases where vacancies are to be filled by promotion, the director shall certify to the appointing authority only the names of the three persons having the highest rating.

**“Rule of 10”**

The rule of 10 is used within all EEO Job Categories, including some classifications within Police and Fire:

- D. Ohio Revised Code 124.27 Appointments; certified and provisional; probationary period.**

The ten candidates standing highest on the eligible list for open positions for the class or grade to which the position belongs shall be certified.

## Appendix E

### **Guidelines for Writing an Affirmative Action Plan**

#### **Overview**

The Affirmative Action Plan (AAP) provides the City with an opportunity to document its good faith efforts toward affirmative action. This is done by setting specific goals and result-oriented procedures to which the City is committed. These goals and procedures are designed to ensure equal employment opportunity.

#### **Requirements**

The Office of Federal Contract Compliance Programs (OFCCP) has issued guidelines and regulations for AAP requirements. Listed are the key components and the associated OFCCP regulations which the City voluntarily follows.

##### **A. Reaffirmation of EEO Policy**

The AAP must include a narrative statement of the City's commitment to equal employment opportunity in all personnel actions.

##### **B. Responsibility for Implementation**

The AAP must establish responsibility for implementation.

##### **C. Affirmative Action Plan Statistical Analysis**

The workforce, job categories, availability, and underutilization analyses comprise the AAP statistical analysis. Separate OFCCP regulations apply to each component.

###### **1. Workforce Analysis**

The AAP must contain a workforce analysis. A proper workforce is defined in the regulations simply as a listing of each job title as the title appears on payroll records, ranked from the lowest paid to the highest paid (or highest paid to the lowest paid) within each department. For each job title, the following information must be given; the total number of male and female employees; the total number of male and females in each protected class; and the wage rate or salary range for each job category.

###### **2. Group Analysis**

The divisions of the City's workforce into major job groups must be included in the AAP. (Note: the City uses the eight EEO-4 categories as major job groups)

###### **3. Availability Analysis**

OFCCP Rule – The AAP must contain the percentage of minority and female availability for each Job Group. To determine the availability of minorities and female for a Job Group, the following factors must be considered:

#### Appendix E

- The minority population of the labor area surrounding the facility;
- The size of the minority unemployment force in the labor area surrounding the facility;
- The percentage of the minority workforce as compared with the total workforce in the immediate labor area;
- The general availability of minorities having requisite skills in the immediate labor area;
- The availability of minorities having requisite skills in an area in which the contractor can reasonable recruit;
- The availability of promotable and transferable minorities within the contractor's organization;
- The existence of training institutions capable of training persons in the requisite skills; and
- The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

To determine whether women are underutilized in any Job Group, the contractor is required to consider an almost identical set of factors.

- The availability of women seeing employment in the labor or recruitment area of the contractor;
- The size of the female unemployment force in the labor area surrounding the facility;
- The percentage of the female workforce as compared with the total workforce in the immediate labor area;
- The general availability of women having requisite skills in the immediate labor area;
- The availability of women having requisite skills in an area in which the contractor can reasonably recruit;
- The availability of promotable and transferable female employees within the facility;
- The existence of training institutions capable of training women in the requisite skills; and

**Appendix E**

- The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to women.

**4. Underutilization Analysis**

The AAP must contain an analysis of all major job groups at the facility, with an explanation if underutilization is found. Underutilization is defined as having fewer minorities or women in a particular Job Group than reasonably could be expected given their availability. An underutilization analysis must be conducted separately for minorities and for women [41CFR 60-2.11(b)].

**5. Internal Audit and Reporting System**

The AAP must include an internal audit and reporting system to measure the effectiveness of the total program [41CFR 60-2.13(g)]. This regulation requires records and monitoring of hires, referrals, placements, transfers, promotions, and terminations at all levels to ensure that the nondiscrimination policy is carried out.

**6. Compliance with Sex Discrimination Guidelines**

The AAP must contain evidence of the City's compliance with the Sex Discrimination Guidelines issue by the OFCCP [41CFR 60-2.13(h)].

Appendix F

EEO JOB CATEGORY	POSITION TITLE	NUMBER OF POSITIONS
ADMINISTRATOR		
	Airport Manager-EXM	1
	Asst City Manager	2
	Asst Facilities Mntnc Mgr-EXM	2
	Asst Finance Director-EXM	1
	Asst Supt of Wtr Dstrbtn-EXM	1
	Asst To The City Manager-EXM	1
	Asst Treatment Supt-EXM	12
	Budget & Evaluation Managr-EXM	1
	CCA Director	1
	City Architect-EXM	1
	City Engineer-EXM	1
	City Manager-EXM	1
	City Planning Director-EXM	1
	City Solicitor-EXM	1
	City Traffic Engineer-EXM	1
	CommDev & Planning Director	1
	Contract Compliance Officer-EXM	1
	Deputy City Solicitor-EXM	1
	Deputy CommDev & Planning Dir	2
	Deputy Public Works Dir-EXM	1
	Deputy Sewers Director-EXM	1
	Division Manager	11
	Economic Development Dir-EXM	1
	Employment & Training Supvr-EXM	1
	Environmental Programs Mgr-EXM	2
	Environmental Services Dir-EXM	1
	Executive Mgr of Police Relatns	1
	Facilities Maintenance Mgr-EXM	1
	Facilities Manager-EXM	1
	Finance Director-EXM	1
	Finance Manager-EXM	5
	Health Commissioner-EXM0	1
	Health Laboratory Director-EXM	1
	Health Programs Manager-EXM	3
	Human Resources Director-EXM	1
	Industrial Waste Supt-EXM	1
	Information Technology Mgr-EXM	4
	Internal Audit Manager-EXM	1
	Law Chief of Staff	1
	Medical Director-EXM	1
	Nursing Director-EXM	1
	Parking Superintendent-EXM	1

Appendix F

EEO JOB CATEGORY	POSITION TITLE	NUMBER OF POSITIONS
	Parks Director-EXM	1
	Parks/Recreation Supt-EXM	4
	Pension Fund Manager-EXM	1
	Pharmacy Director-EXM	1
	Principal Architect-EXM	2
	Principal Engineer-EXM	16
	Printing Srvc & Stores Mgr-EXM	1
	Pub Wks/Utilities Supt-EXM	2
	Pub Wrks Oprtns Supt-EXM	2
	Public Services Director	1
	Real Estate Manager-EXM	1
	Recreation Director-EXM	1
	Regional Computer Ctr Dir-EXM	1
	Sewers Chief Engineer-EXM	3
	Sewers Director-EXM	1
	Spvg Real Estate Specialist	1
	Supervising Engineer-EXM	28
	Supervisor of Golf-EXM	1
	Supvg Accountant-EXM	13
	Supvg Bldg Plns Exm Cd Anl-EXM	1
	Supvg Chemist-EXM	1
	Supvg City Planner-EXM	1
	Supvg Comm Dev & Plang Anl-EXM	1
	Supvg Envrnmntl/Sfty Spc-EXM	1
	Supvg Hmn Resrcs Anl-EXM	3
	Supvg Management Analyst-EXM	15
	Supvg Parks/Recreation Crd-EXM	5
	Transportation & Eng Dir	1
	Treatment Superintendent-EXM	2
	Urban Conservator-EXM	1
	Wastewater Collection Supt-EXM	1
	Water Distribution Supt-EXM	2
	Water Works Chief Engineer-EXM	1
<b>PROFESSIONAL</b>		
	Accountant - EXM	42
	Administrative Specialist-EXM	79
	Architect Intern-EXM	3
	Asst City Solicitor-EXM	10
	Asst Health Laboratory Mgr-EXM	1
	Asst Supvr of Customer Service	5
	Asst Supvr of Fleet Services	4
	Buyer-EXM	3
	Chemist-EXM	18

Appendix F

EEO JOB CATEGORY	POSITION TITLE	NUMBER OF POSITIONS
	Chief Counsel-EXM	4
	Chief Investigator	1
	City Planner-EXM	1
	Community Dvlpmnt&Plan Anal-EXM	9
	Computer Programm/Analyst-EXM	10
	Computer Systems Analyst-EXM	71
	Contract Compliance Spec-EXM	1
	Dentist-EXM	9
	Development Officer 4-EXM	2
	Dietitian-EXM	21
	Engineer Intern-EXM	24
	Environmental/Safety Spec-EXM	4
	Envrnmnt/Sld Wst Prgm Crd-EXM	4
	Fleet Services Supvr-EXM	3
	Geotechnical Engineer-EXM	1
	Graphic Design Supvr-EXM	1
	Graphic Designer-EXM	4
	Greenspace Manager-EXM	1
	Health Counseling Supvr-EXM	1
	Health Counselor-EXM	6
	Human Resources Analyst-EXM	4
	Industrial Investigator-EXM	6
	Information Tech Asst Mgr-EXM	22
	Information Technology Coord	5
	Internal Auditor-EXM	2
	Investigator-EXM	2
	Law Enforcement Instructor	2
	Management Analyst-EXM	7
	Nurse Practitioner-EXM	2
	Nursing Supervisor-EXM	10
	Paramedic Coordinator-EXM	1
	Park Naturalist	4
	Parks Operations Supervisor	1
	Peap Coordinator-EXM	1
	Pharmacist-EXM	7
	Plant Maintenance Supvr-EXM	6
	Plant Supervisor-EXM	14
	Pub Wrks Oprtns Asst Supt-EXM	2
	Pub Wrks Oprtns Supvr-EXM	6
	Public Health Internist-EXM	4
	Public Health Nurse 2	86
	Public Health Nurse 3	14
	Public Health Pediatrician-EXM	5

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EEO JOB CATEGORY	POSITION TITLE	NUMBER OF POSITIONS
	Public Health Physician-EXM	3
	Public Health Practitioner-EXM	3
	Real Estate Specialist-EXM	1
	Regnl Cmptr Cntr Asst Mgr-EXM	1
	Sanitarian	22
	Sanitarian-In-Training	10
	Senior Accountant-EXM	26
	Senior Admin Spec-EXM	47
	Senior Architect-EXM	4
	Senior Asst City Solicitor-EXM	18
	Senior Bldg Plans Examiner-EXM	6
	Senior Buyer-EXM	2
	Senior Chemist-EXM	4
	Senior City Planner-EXM	1
	Senior Cmptr/Prgmr Anlyst-EXM	56
	Senior Comm Dev & Plan Anl-EXM	17
	Senior Contract Cmplice Spc-EXM	1
	Senior Development Officer-EXM	2
	Senior Engineer-EXM	58
	Senior Envrnmnt/Slfty Spec-EXM	7
	Senior Human Res Analyst-EXM	5
	Senior Info Technology Coord	1
	Senior Internal Auditor-EXM	2
	Senior Management Analyst-EXM	3
	Senior Plant Supervisor-EXM	3
	Senior Police Criminalist	1
	Senior Real Est Spec-EXM	7
	Senior Sanitarian	9
	Service Area Coordinator-EXM	57
	Supvg Dietitian-EXM	1
	Supvg Sanitarian-EXM	5
	Supvg Surveyor-EXM	3
	Supvr of Customer Service-EXM	1
	Supvr of Inspections-EXM	1
	Supvr of Maintenance-EXM	16
	Supvr of Water Dist Mnt-EXM	2
	Supvr Prks/Rec Mnt & Const-EXM	8
	Surveyor	11
	Technical Systems Analyst-EXM	8
	Therapeutic Rec Prog Coord	2
	Treatment Supervisor-EXM	6
	Urban Forestry Specialist	3
	Vital Statistics Coord-EXM	1



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EEO JOB CATEGORY	POSITION TITLE	NUMBER OF POSITIONS
	Wastewater Collection Supvr-EXM	5
	Wic Program Coordinator-EXM	1
<b>TECHNICIAN</b>		
	Asst Spvr of Inspections	8
	Asst Spvr of Constructn Insp	5
	Civil Engineering Technician 1	27
	Civil Engineering Technician 2	26
	Civil Engineering Technician 3	26
	Clinic Medical Lab Tech 2	12
	Clinic Medical Lab Tech 3	1
	Crime Analyst	1
	Dental Hygienist	3
	Engineering Technical Spvr	20
	Engineering Technician 3	12
	Engineering Technician 4	7
	Expanded Function Dental Assistant	1
	Industrial Waste Inspector	3
	Inspector 1	25
	Inspector 2	19
	Inspector Trainee	8
	Laboratory Technician 1	2
	Laboratory Technician 2	10
	Laboratory Technician 3	7
	Laboratory Technician 4	5
	Medical Assistant	13
	Pretreatment Specialist	6
	Public Vehicle Investigator	2
	Public Works Inspector 1	4
	Public Works Inspector 2	36
	Radio Operator-Technician 2	5
	Senior Engineering Technician	28
	Sewer Construction Inspector	11
	Supvr Of Industrial Waste-EXM	1
	Traffic Engineering Tech 2	1
	Traffic Engineering Tech 3	3
	Utilities Const Inspect-EXM	2
	Video Production Spec-EXM	2
	Wastewater Collection Inspecto	15
	Wastewater Plant Incinerator O	1
	Water Works Construction Inspe	26
<b>PROTECTIVE SERVICE (SWORN)</b>		
	Assistant Fire Chief-80 hr	4
	Assistant Police Chief	5

Appendix F

EEO JOB CATEGORY	POSITION TITLE	NUMBER OF POSITIONS
	Fire Apparatus Operator-96 hr	164
	Fire Captain-80 hr	10
	Fire Captain-96 hr	39
	Fire Chief 80 hr	1
	Fire District Chief-80 hr	8
	Fire District Chief-96 hr	15
	Fire Fighter-80 hr	2
	Fire Fighter-96 hr	444
	Fire Lieutenant-80 hr	8
	Fire Lieutenant-96 hr	124
	Fire Specialist-80 hr	13
	Paramedic Training Officer	11
	Police Captain	17
	Police Chief	1
	Police Lieutenant	48
	Police Officer	727
	Police Sergeant	171
	Police Specialist	138
<b>PROTECTIVE SERVICE (UNSWORN)</b>		
	Convention Hall Security Offic	1
	Convention Hall Security Worke	1
	Parking Enforcement Officer	8
	Parking Enforcement Officer &	5
	Water Works Guard	8
<b>ADMINISTRATIVE SUPPORT</b>		
	Accounting Technician 1	7
	Accounting Technician 2	9
	Accounting Technician 3	25
	Administrative Technician-EXM	92
	Asst Operator And Dispatcher	12
	Asst To The City Solicitor-EXM	1
	Cashier 1	1
	Clerk 2	22
	Clerk 3	13
	Clerk Typist 1	2
	Clerk Typist 2	60
	Clerk Typist 3	112
	Computer Operator 2	1
	Customer Relations Representat	91
	Data Control Technician	1
	Emergency 911 Operator	40
	Emergency Svcs Dspch Supvr	15
	Equipment Dispatcher 2	7

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EEO JOB CATEGORY	POSITION TITLE	NUMBER OF POSITIONS
	Fire Alarm Operator And Dispat	13
	Legal Assistant-EXM	5
	Operator And Dispatcher	33
	Pharmacy Technician	4
	Police Technician	5
	Secretary	10
	Sr Cust Rel Rep	12
	Stockhandler	1
	Storekeeper	17
	Support Services Specialist-EXM	8
	Supvg Clerk	5
	Supvg Storekeeper	10
	Water Customer Service Rep 1	21
	Water Customer Service Rep 2	4
	Water Works Dispatcher	5
	Zoning Hearing Examiner	1
<b>SKILLED CRAFT</b>		
	Asst Supvr of Prkng Svcs-EXM	3
	Automotive Mechanic	45
	Automotive Mechanic-Crew Chief	12
	Carpenter	6
	Cement Finisher	11
	Communications Supervisor	1
	Electrical Maint Worker 1	10
	Electrical Maint Worker 2	36
	Electrical Maintnce Supvr-EXM	1
	Electrician	4
	Electronics Technician 1	4
	Electronics Technician 2	5
	Facility Maintenance Specialis	13
	Heat Ventilation & Air Conditi	4
	Maintenance Machinist	11
	Maintenance Machinist-Crew Lea	1
	Painter	11
	Painter Crew Leader	1
	Plant Operator 2	25
	Plant Operator 2 - Ohio Class	18
	Plant Operator 2-OH Class 3	11
	Plumber	6
	Senior Plant Operator	5
	Supvg Structures Maintenance W	1
	Telecommunication Specialist 2	3
	Tinsmith	1

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EEO JOB CATEGORY	POSITION TITLE	NUMBER OF POSITIONS
SERVICE/ MAINTENANCE		
	Airport Maintenance Supvr	1
	Airport Maintenance Worker	2
	Asphalt Raker	2
	Automotive Street Cleaning Equ	4
	Bldg & Gmnds Mnt Crw Ldr-EXM	5
	Building Maintenance Worker	1
	Cement Gun Utility Worker	1
	Cleaner	19
	Cleaning/Service Supvr	2
	Community Center Director	66
	Convention Hall Utility Worker	3
	Electrical Maintenance Helper	7
	Electrical Maintenance Worker3	2
	Florist	24
	Home Health Aide	4
	Hostler	1
	Laborer	86
	Litter Control Officer	2
	Maintenance Crew Leader	26
	Maintenance Machinist Helper	5
	Motor Equipment Operator 1	35
	Motor Equipment Operator 2	11
	Motor Equipment Operator 3	5
	Parking Attendant	7
	Parking Meter Collector	5
	Parking Operations-Crew Leader	2
	Parks/Rec Maintenance Crew Ldr	5
	Plant Maintenance Worker	50
	Plant Operator 1	23
	Repro Machine Operator 3	1
	Reproduction Machine Oper 2	3
	Sanitation Helper	53
	Sanitation Specialist	48
	Sanitation Truck Driver	1
	Service Crew Leader	8
	Sewer Maintenance Crew Leader	7
	Sign Painter	3
	Structures Maintenance Worker	12
	Supvg Groundskeeper	2
	Supvg Traffic Aids Worker	1
	Tire Repair Worker	1
	Traffic Aids Worker	7

**Appendix F**

EEO JOB CATEGORY	POSITION TITLE	NUMBER OF POSITIONS
	Tree Maintenance Crew Leader	2
	Tree Maintenance Worker	1
	Truck Driver	75
	Turf Manager	8
	Utility Laborer	37
	Wastewater Collection Crew Lea	11
	Wastewater Collection Pipelaye	6
	Water Works Maint Field Supvr	16
	Water Works Maintenance Crew L	17
	Water Works Maintenance Worker	19
	Water Works Valve Operator 1	32
	Water Works Valve Operator 2	5
	Welder	6
	Welder Helper	2

**WORKFORCE ANALYSIS FORM**

Name of Organization: Greater Cincinnati Water Works

Date: 11 /16 / 11

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	23	16	5			0	0	2	0	18	5
Professionals	133	80	31			7	12	2	1	89	44
Superintendents											
Supervisors											
Foremen											
Technicians	79	58	12			2	5	2	0	62	17
Protective Service	10	6	0			4	0	0	0	10	0
Para-Professionals											
Office/Clerical	108	25	35			11	35	0	2	36	72
Skilled Craft	51	42	1			7	1	0	0	49	2
Service/Maintenance	149	77	2			58	8	4	0	139	10
<b>Total:</b>	<b>553</b>	<b>304</b>	<b>86</b>			<b>89</b>	<b>61</b>	<b>10</b>	<b>3</b>	<b>403</b>	<b>150</b>

Prepared by: *Amy Raines*

Administrative Specialist, HR Liaison  
**Name & Title**

**AFFIDAVIT**

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

1. His/her name is Biju George and he/she is the individual submitting the proposal or is the authorized representative of the City of Cincinnati on behalf of the Greater Cincinnati Water Works, 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.

Biju George

STATE OF Ohio

COUNTY OF Hamilton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Biju George on this the 18th day of November, 2011.

My Commission expires: No Expiration

Daniel J. Schlueter  
NOTARY PUBLIC, STATE AT LARGE



Daniel J. Schlueter, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.



**EQUAL OPPORTUNITY AGREEMENT**

The Law

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

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

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

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

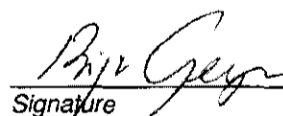
\*\*\*\*\*

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

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

Bidders

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

 \_\_\_\_\_  
 Signature Name of Business  
 City of Cincinnati,  
 on behalf of Greater Cincinnati Water Works

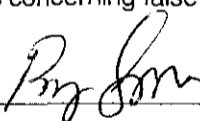
**LFUCG MBE/WBE PARTICIPATION FORM**  
Bid/RFP/Quote Reference # 40-2011

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

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Soft Vista, Inc. 10138 Elmfield Dr. Loveland, OH 45140 sandip@soft-vista.com	IT Consulting & Project Management Services	\$150,000	2.73%
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.

City of Cincinnati-GCWW  
**Company**  
12/1/11  
**Date**

  
**By**  
Interim Director-GCWW  
**Title**



**MBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 40-2011

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

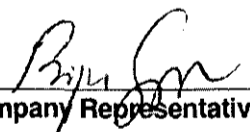
Company Name <u>Soft Vista</u>	Contact Person <u>Sandip Basu</u>
Address/Phone/Email <u>(513) 608-8934</u> <u>10138 Elmfield Dr.</u> <u>Loveland, OH 45140</u>	RFP Package / RFP Date

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
						\$150,000	AS

(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.

City of Cincinnati-GCWW  
Company

  
Company Representative

12/1/11  
Date

Interim Director-GCWW  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #\_40-  
2011 Billing & Collection Services – Sewer Landfill & Water Quality Fees**

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.

Spoke with Todd Slatin, Central Purchasing Division, concerning MBE/WBE program requirements and related forms that need to be completed as part of this RFP response.

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.

City of Cincinnati-GCWW  
**Company**

12/1/11  
**Date**

  
**Company Representative**

Interim Director-GCWW  
**Title**

**City of Cincinnati SBE Report - Actual Dollars Spent - Department 300 Water Works  
Between 7/1/2011 and 9/30/2011**

<b>SBE Spend in Hamilton County</b>				
Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$3,358,906	\$5,105,481	\$8,464,387	39.7%
Prof Services	\$230,984	\$718,873	\$949,857	24.3%
Supplies/Services	\$156,830	\$2,231,605	\$2,388,435	6.6%
<b>GRAND TOTAL</b>	<b>\$3,746,720</b>	<b>\$8,055,959</b>	<b>\$11,802,679</b>	<b>31.7%</b>

<b>SBE Spend in Cincinnati</b>				
Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$1,142,982	\$149,274	\$1,292,256	88.4%
Prof Services	\$31,786	\$369,172	\$400,958	7.9%
Supplies/Services	\$82,680	\$441,850	\$524,530	15.8%
<b>GRAND TOTAL</b>	<b>\$1,257,448</b>	<b>\$960,296</b>	<b>\$2,217,744</b>	<b>56.7%</b>

Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$3,358,906	\$8,501,943	\$11,860,849	28.3%
Prof Services	\$230,984	\$1,229,500	\$1,460,484	15.8%
Supplies/Services	\$156,830	\$3,908,667	\$4,065,496	3.9%
<b>GRAND TOTAL</b>	<b>\$3,746,720</b>	<b>\$13,640,109</b>	<b>\$17,386,829</b>	<b>21.5%</b>

**This is a DRAFT. Final data for this time period is not yet verified**

**Note: SBE goal attainment is based on percentage of City Certified SBE dollars spent as compared to total dollars spent in Hamilton County.**

**Non-competitive expenditures and contracts awarded to nonprofits, other government entities and interdepartmental transactions are excluded from the SBE Report**

**\* MSD has it's own SBE program. It is a dual Hamilton County/City organization and SBE numbers must be obtained directly from that agency. This report does include expenditures for Stormwater, since they go through the City's purchasing division of finance**

10/26/2011

**City of Cincinnati SBE Report - Actual Dollars Spent - Department 300 Water Works  
Between 4/1/2011 and 6/30/2011**

<b>SBE Spend in Hamilton County</b>				
Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$4,399,065	\$6,204,017	\$10,603,082	41.5%
Prof Services	\$318,230	\$478,427	\$796,657	39.9%
Supplies/Services	\$94,411	\$2,243,003	\$2,337,413	4.0%
<b>GRAND TOTAL</b>	<b>\$4,811,705</b>	<b>\$8,925,447</b>	<b>\$13,737,152</b>	<b>35.0%</b>

<b>SBE Spend in Cincinnati</b>				
Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$1,729,668	\$126,583	\$1,856,251	93.2%
Prof Services	\$24,883	\$221,958	\$246,841	10.1%
Supplies/Services	\$57,202	\$251,257	\$308,459	18.5%
<b>GRAND TOTAL</b>	<b>\$1,811,753</b>	<b>\$599,798</b>	<b>\$2,411,551</b>	<b>75.1%</b>

Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$4,399,065	\$10,532,306	\$14,931,370	29.5%
Prof Services	\$318,230	\$867,070	\$1,185,300	26.8%
Supplies/Services	\$94,411	\$4,380,547	\$4,474,958	2.1%
<b>GRAND TOTAL</b>	<b>\$4,811,705</b>	<b>\$15,779,923</b>	<b>\$20,591,628</b>	<b>23.4%</b>

**This is a DRAFT. Final data for this time period is not yet verified**

**Note: SBE goal attainment is based on percentage of City Certified SBE dollars spent as compared to total dollars spent in Hamilton County.**

**Non-competitive expenditures and contracts awarded to nonprofits, other government entities and interdepartmental transactions are excluded from the SBE Report**

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7/21/2011

**City of Cincinnati SBE Report - Actual Dollars Spent - Department 300 Water Works  
Between 1/1/2011 and 3/31/2011**

<b>SBE Spend in Hamilton County</b>				
Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$1,428,238	\$5,847,199	\$7,275,437	19.6%
Prof Services	\$332,386	\$552,806	\$885,191	37.5%
Supplies/Services	\$129,748	\$1,517,133	\$1,646,881	7.9%
<b>GRAND TOTAL</b>	<b>\$1,890,371</b>	<b>\$7,917,138</b>	<b>\$9,807,510</b>	<b>19.3%</b>

<b>SBE Spend in Cincinnati</b>				
Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$451,392	\$76,373	\$527,765	85.5%
Prof Services	\$20,435	\$140,335	\$160,770	12.7%
Supplies/Services	\$44,902	\$389,050	\$433,952	10.3%
<b>GRAND TOTAL</b>	<b>\$516,729</b>	<b>\$605,758</b>	<b>\$1,122,487</b>	<b>46.0%</b>

Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$1,428,238	\$8,895,746	\$10,323,984	13.8%
Prof Services	\$332,386	\$900,798	\$1,233,183	27.0%
Supplies/Services	\$129,748	\$3,390,961	\$3,520,709	3.7%
<b>GRAND TOTAL</b>	<b>\$1,890,371</b>	<b>\$13,187,505</b>	<b>\$15,077,876</b>	<b>12.5%</b>

**This is a DRAFT. Final data for this time period is not yet verified**

Note: SBE goal attainment is based on percentage of City Certified SBE dollars spent as compared to total dollars spent in Hamilton County.

Non-competitive expenditures and contracts awarded to nonprofits, other government entities and interdepartmental transactions are excluded from the SBE Report

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4/28/2011

**City of Cincinnati SBE Report - Actual Dollars Spent - Department 300 Water Works  
Between 1/1/2010 and 12/31/2010**

<b>SBE Spend in Hamilton County</b>				
Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$8,138,030	\$28,354,161	\$36,492,191	22.3%
Prof Services	\$1,086,498	\$3,626,944	\$4,713,442	23.1%
Supplies/Services	\$189,431	\$5,529,551	\$5,718,982	3.3%
<b>GRAND TOTAL</b>	<b>\$9,413,959</b>	<b>\$37,510,656</b>	<b>\$46,924,615</b>	<b>20.1%</b>

<b>SBE Spend in Cincinnati</b>				
Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$3,279,975	\$1,470,308	\$4,750,283	69.0%
Prof Services	\$171,960	\$1,404,589	\$1,576,549	10.9%
Supplies/Services	\$84,453	\$1,074,337	\$1,158,789	7.3%
<b>GRAND TOTAL</b>	<b>\$3,536,388</b>	<b>\$3,949,234</b>	<b>\$7,485,621</b>	<b>47.2%</b>

Category	SBE Spend	Non-SBE Spend	All Spend	Percent SBE Spend
Construction	\$8,138,030	\$47,089,404	\$55,227,434	14.7%
Prof Services	\$1,086,498	\$5,042,961	\$6,129,459	17.7%
Supplies/Services	\$189,431	\$14,273,167	\$14,462,598	1.3%
<b>GRAND TOTAL</b>	<b>\$9,413,959</b>	<b>\$66,405,532</b>	<b>\$75,819,491</b>	<b>12.4%</b>

**This is a DRAFT. Final data for this time period is not yet verified**

**Note: SBE goal attainment is based on percentage of City Certified SBE dollars spent as compared to total dollars spent in Hamilton County.**

**Non-competitive expenditures and contracts awarded to nonprofits, other government entities and interdepartmental transactions are excluded from the SBE Report**

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1/27/2011



## 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;

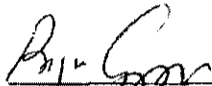
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### 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.

  
Signature

11/21/2011  
Date

Biju George  
Interim Director-GCWW



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".

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:**

City of Cincinnati on behalf of Greater Cincinnati Water Works

**ADDRESS:**

4747 Spring Grove Avenue, Cincinnati, Ohio 45232-1986

**SIGNATURE OF SUBMITTER:**

A handwritten signature in black ink, appearing to read "B. Gray".



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", 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:**

City of Cincinnati on behalf of Greater Cincinnati Water Works

**ADDRESS:**

4747 Spring Grove Avenue, Cincinnati, Ohio 45232-1986

**SIGNATURE OF SUBMITTER:**

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



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, 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:**

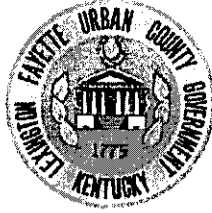
City of Cincinnati on behalf of Greater Cincinnati Water Works

**ADDRESS:**

4747 Spring Grove Avenue, Cincinnati, Ohio 45232-1986

**SIGNATURE OF SUBMITTER:**

A handwritten signature in black ink, appearing to read "R. Slatin".



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**Just a reminder! The LFUCG Minority Participation Goal is 10%**

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

Per resolution 167-91 adopted by LFUCG city council, we have in place a 10% participation goal for minority and women owned business enterprises on all construction and professional services contracts. That goal is not limited to construction and professional services contracts. Each division of LFUCG is also striving to reach that goal in all of its purchases.

**Please don't forget to submit the following forms with your Bid/RFP:**

- **MBE/WBE Participation Form**—list of MWBE subs you will be working with
- **MBE/WBE Bid Summary Form**—list all MWBE subcontractors that sent quotes to you for this project (please attach copies of all quotes received)
- **Statement of Good Faith Efforts**—list of efforts you made and methods you used to find MWBE subcontractors.
- **IF YOU ARE AWARDED THE CONTRACT YOU HAVE TO DOCUMENT PAYMENT TO MWBE SUBCONTRACTORS**—you are responsible for documenting the payment of MWBE subcontractors. A subcontractor payment form is included in your bid packet.
- **IF YOU ARE AWARDED THE CONTRACT YOU HAVE TO GIVE ADVANCE NOTICE OF ANY SUBSTITUTION FOR YOUR ORIGINAL MWBE SUBCONTRACTORS**—you will have to notify Purchasing in advance of any substitution of MWBE subcontractors. A MWBE substitution form is also included in your bid packet.

Please email your specific request for MWBE subcontractors to me. In addition you can also find a list of certified MWBE firms on the LFUCG MBE web site at [www.lexingtonky.gov/purchasing](http://www.lexingtonky.gov/purchasing) click the Minority Business Enterprise button. The lists are at the bottom of the page.

If you have any questions or need help finding MWBE subcontractors, please don't hesitate to contact me. Good luck!

Marilyn Clark, CCDP  
Minority Business Enterprise Liaison  
LFUCG Division of Central Purchasing  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
[www.lexingtonky.gov/purchasing](http://www.lexingtonky.gov/purchasing)  
(859) 258-3323

*B. J. George*  
\_\_\_\_\_  
Biju George

*11-29-2011*  
\_\_\_\_\_  
DATE



**SAMPLE CONTRACT WITH TERMS AND CONDITIONS THAT ARE EXPECTED TO APPEAR  
IN THE FINAL CONTRACT WITH THE SERVICE PROVIDER**

CONTRACT NO. \_\_\_\_\_

**PROFESSIONAL SERVICE CONTRACT**

**THIS AGREEMENT** is made by and between the City of Cincinnati, Ohio, (hereinafter referred to as "City") and Service Provider, address (hereinafter referred to as "Contractor").

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

**1. SCOPE OF SERVICES**

The Contractor shall, in a satisfactory and proper manner as determined by the City Manager of the City, perform all the necessary services under this Agreement in connection with the purpose of the project as outlined by the Cincinnati Police Department in its Request for Proposals. The Contractor shall perform the services as outlined in Exhibit A.

**2. TERM**

The services of the Contractor are to commence upon execution of this Agreement by both parties hereto, and shall be completed by \_\_\_\_\_. By mutual consent of the City of Cincinnati and the Contractor, this Agreement may be renewed for three additional twelve-month periods ending \_\_\_\_\_. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday through Friday) of the calendar month in which the current agreement period expires. Such notice shall be transmitted by registered or certified mail.

**3. COMPENSATION AND METHOD OF PAYMENT**

**a. Compensation.**

**b. Method of Payment.** The City shall make payment under this Agreement in accordance with the payment schedule as established in Exhibit B, upon submission of a requisition for payment (City Form No. 37 - Claim Voucher/Invoice) specifying that the required services have been performed, accompanied by data satisfactory to the City to document entitlement to payment.

**c. Prompt Payment System.** This Agreement is subject to and the Contractor shall comply with the provisions of Chapter 319 of the Cincinnati Municipal Code that provide for a Prompt Payment System.

#### 4. SUBCONTRACTS, SUCCESSORS, AND ASSIGNS

- a. **Subcontracts** - The Contractor agrees that none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- b. **Assignment** - The Contractor shall not assign or transfer the Contractor's interest in this Agreement without the prior written consent of City.

#### 5. COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS

- a. **Generally** - The Contractor in the performance of services under this Agreement shall comply with all applicable statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.
- b. **Equal Employment Opportunity Program** - This Agreement is subject to the City's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this Agreement. **[If contract is \$5,000 or more]**
- c. **Small Business Enterprise Program**
  - i. This Agreement is subject to the provisions of the Small Business Enterprise Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated into this Agreement. **[If contract is \$5,000 or more]**
  - ii. Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202, (513) 352-3144.
  - iii. The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small, minority, and women business enterprises. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitation and dividing large contracts into small contracts when economically feasible.

**d. Living Wage Provisions [If contract is \$20,000 or more]**

This Agreement is subject to the Living Wage provisions of the Cincinnati Municipal Code. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts shall provide payment of a minimum wage to employees (as defined) of \$9.05 per hour with health benefits (as defined) or otherwise \$10.60 per hour. Such rate shall be adjusted annually pursuant to the terms of the Municipal Code.

Under the Living Wage provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

**6. CERTIFICATION AS TO NON-DEBARMENT**

The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. The Contractor acknowledges and agrees that if he or it or its principals is/are presently debarred then he/it shall not be entitled to compensation under this Agreement and that he/it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this Agreement shall be retained as liquidated damages.

**7. CONTRACTOR'S INSURANCE AND INDEMNIFICATION**

- a. Workers' Compensation** - The Contractor shall secure and maintain such insurance as will protect the Contractor from claims under the Workers' Compensation Laws.
- b. General Liability Insurance** - The Contractor shall secure and maintain such general liability insurance as will protect the Contractor from claims for bodily injury, death, or property damage which may arise from the performance of the Contractor's services under this Agreement, with a combined single limit for bodily injury and property damage liability of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The City shall be named as an additional named insured, and the policy shall contain a provision prohibiting the insurer from canceling any policy without notifying the City in writing at least ninety (90) days prior to cancellation.
- c. Errors And Omissions Insurance** - The Contractor shall secure and maintain during the entire Agreement period errors and omissions insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence with a maximum deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00) for each occurrence.
- d. Indemnification of the City** - The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations,

actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

## **8. NON-PERFORMANCE**

a. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants or agreements of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. In such event, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

b. Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. Failure to satisfactorily meet any one of the Agreement obligations by the Contractor may result in the City not approving periodic payments to the Contractor and/or filing liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the City's prior payments have been recouped as the City deems appropriate but not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

## **9. OWNERSHIP OF PROPERTY**

The Contractor agrees that at the expiration or in the event of any termination of this Agreement that any Memoranda, Maps, Drawings, Working Papers, Reports, and other similar documents produced in connection with this Agreement shall become the property of the City and the Contractor shall promptly deliver such items to the City. The Contractor may retain copies for the Contractor's record.

## **10. CONFLICT OF INTEREST**

- a. **Employee Or Agent Of City** - The Contractor agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance with this provision.
- b. **Subcontractors** - The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that no person having any conflicting interest shall be employed in the performance of this Agreement.

## 11. INDEPENDENT CONTRACTOR

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

## 12. TERMINATION OF AGREEMENT

- a. **Termination of Agreement for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants, or agreements of this Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the breach of this Agreement by the Contractor, and the City may withhold payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined. Exceptions may be made by the City with respect to defaults of subcontractors.
- b. **Termination for Convenience of City.** The City may terminate this Agreement by giving ninety (90) days notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided in this subsection, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed by the Contractor bear to the total services of the Contractor covered by this Agreement, less payments previously made by the City to the Contractor.

- c. **Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Agreement, to reduce the services required herein of the Contractor and reduce the projected budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

### **13. NOTICES**

**Service** - This Agreement requires that all notices shall be personally served or sent by U.S. mail, postage prepaid, addressed to the parties as follows:

- i. To the City:
  
- ii. To the Contractor:

### **14. WAIVER**

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

### **15. LAW TO GOVERN**

This Agreement is entered into and is to be performed in the State of Ohio. The City and the Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

### **16. FORUM SELECTION**

The Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Contractor to the City in connection therewith.

### **17. AMENDMENT**

This Agreement may be modified or amended only by a written contract duly executed by the parties hereto or their representatives.

**18. ENTIRETY**

This Agreement and the Exhibits attached hereto contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

**19. SEVERABILITY**

This Agreement shall be severable, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

**WITNESS WHEREOF**, the City has executed this Agreement on \_\_\_\_\_, 2006, and the Contractor has executed this Agreement on \_\_\_\_\_, 2006.

**Contractor's Name**

**City of Cincinnati**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2006

**RECOMMENDED BY:**

**APPROVED FOR COMPLIANCE**

\_\_\_\_\_  
[Fill in Name]  
[Fill in Title]

\_\_\_\_\_  
Contract Compliance Officer [Required if the  
contract is over \$5,000]

**APPROVED AS TO FORM**

\_\_\_\_\_  
Assistant City Solicitor

## **Appendix B – Key Personnel Resumes**

- Biju George
- Faye Cossins
- Paul Vonder Muelen
- Kristi Irick
- Sandip Basu
- Mark Menkhaus
- Dan Campbell
- Gary Wiest
- Mimi McGarry





## **Biju George, P.E.**

### **CURRENT POSITION OVERVIEW**

As the Interim Director of the Greater Cincinnati Water Works, Mr. George focuses on strategic management of the utility, organizational culture and change management, business process optimization, infrastructure asset management strategies, and operating and long-term budgeting and planning.

### **EDUCATION**

- Bachelor of Engineering (Mechanical), PDA College of Engineering, Gulbarga University, Karnataka, India

### **EXPERIENCE HIGHLIGHTS**

#### **Greater Cincinnati Water Works (GCWW), OH**

- Interim Director (January 2011 – present)
  - Leading the utility as the interim executive director, managing operations, planning, budgeting and providing strategic direction.

#### **Metropolitan Sewer District of Greater Cincinnati (MSDGC), OH**

- Deputy Director (2007 – present)
    - Manages and provides strategic directions to the wastewater treatment, collections, engineering and information technology divisions. Provides departmental long-term financial planning, operating and capital budgeting guidelines, and organizational risk management strategies.
  - Hamilton County, OH, Sanitary Engineer (2007 – present)
    - Ministerial responsibility for certifying all sanitary sewer capital improvements projects for technical feasibility, rationale and certifying the cost estimates for due diligence.
  - Assistant Superintendent (2006 – 2007)
    - Managed 240 MGD Mill Creek Wastewater Treatment Plant. Primary focus was to motivate and mobilize staff to rethink and refocus on daily operations to improve quality and lower operating costs.
  - Supervising Engineer (2002 – 2006)
    - Managing and facilitating capital improvement projects and wastewater treatment equipment management strategies.
  - Senior Engineer (1996 – 2001)
-

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Construction project management of large wastewater treatment and collections facilities and rehabilitation projects. Managed multiple construction projects totaling over \$200 million in total project cost.

- Engineer (EIT) (1991 – 1995)
  - Designed and implemented various facility and process improvement projects, varying from simple field solutions to major capital improvement projects.

## **AWARDS, ACHIEVEMENTS, CERTIFICATIONS, AND MEMBERSHIPS**

- Professional Engineer – State of Ohio
- Engineer in Training – State of Pennsylvania
- Member, National Association of Clean Water Agencies (NACWA)
- Member, Water Environment Federation (WEF)



## Faye A. Cossins

### AREAS OF EXPERTISE

- Customer Service
- Performance Management Improvement
- Client Relationship Management
- Operations Analysis and Enhancement
- Continuous Process Improvement
- Organizational Development
- Strategic Planning
- Publications and Presentations

### EXPERIENCE OVERVIEW

Accomplished utility leader with a passion for delivering outstanding customer service. Over 20 years of experience in operations and business management focusing on contact center and key client care. Outstanding communication and interpersonal skills that result in productive business relationships at all levels, both internally and externally. Effective leader who develops cohesive teams and fosters collaborative efforts across divisions. Highly analytical, innovative, and organized with a strong history of developing effective strategies to overcome challenges, improve operations and increase customer satisfaction and loyalty.

### EDUCATION

- Master of Science, Biology, 1990, University of Dayton, Dayton, OH
- Bachelor of Science, Natural Science and Biology, 1981, College of Mount Saint Joseph, Mount Saint Joseph, OH

### EXPERIENCE HIGHLIGHTS

#### Greater Cincinnati Water Works (GCWW), OH

- Commercial Services Division (CSD) – Superintendent
    - Responsible for leadership, strategic planning, and overall management of the Division which includes: regional growth and client relations and customer contact center. Takes a leadership role in developing and implementing organization strategies designed to promote regional collaboration and business development to contribute to the competitive advantage of the region.
-

- Commercial Services Division – Assistant Superintendent

- Senior manager of the CSD Operations including the Customer Assistance Section including the Call Center and the Billing Operations Section. These sections are responsible for billing system processing, payments and collections. Responsible for management, supervision, assignment of work, review and evaluation of the sections' staff and activities.

- Senior Manager for the GCWW Client Services Section and Customer Contact Center providing leadership, strategic planning, management, supervision, review, evaluation and enhancement of the sections' staff and activities. Responsible for:

- Key client outreach, relationship building, care and communication with GCWW business partners
    - Contract management, development, processing and maintenance for 32 retail, 10 wholesale and 11 standby water service contracts, 12 billing and contact center services contracts, 4 laboratory testing services contracts, 3 fire hydrant maintenance contracts, 2 distribution system operations and maintenance contracts and 4 water tower space lease agreements for cell phone providers.
    - Support for Departmental expansion efforts through communicating and promoting GCWW water and other utility services to regional utilities and communities:
      - 8 New billing and contact center service agreements executed
      - 4 New laboratory service agreements executed
      - 2 New water service agreements executed
      - 22 Water service agreement renewals executed
    - GCWW Contact Center Upgrade Project Sponsor leadership in project vision, design, implementation and \$2.5M in funding for contract center IT infrastructure, supporting technologies, business processes and operations management to maximize the Contact Center's performance based on customer expectations and industry best practices to achieve superior service levels.

- Senior management project advisor for the 2008 Customer Contact Center Ventyx Customer Suite (GCWW's Customer Information System) upgrade.

- Commercial Services Division – Manager of Customer Assistance

- Manager of the GCWW Call Center, responsible for providing outstanding customer service delivery to over 1,000,000 consumers. Responsible for the:

- Direct supervision of approximately 60 employees, including supervisory, technical and clerical staff
    - Selection, training and evaluation of staff

- Monitoring and operational analysis of daily, real-time performance reports (primarily through the Call Management System (CMS))
- Compiling, evaluating and reporting of CMS data to communicate customer service performance levels, identify areas for improvement and make recommendations for enhancement
- Review and evaluation of daily operations, including business processes, for service enhancement and strategy implementation including:
  - Development, implementation and transition of Senior Customer Relations Representatives
  - Creating the Training Team and Training Area
  - Creating the Customer Care Inbox and "E-Team" to respond to increasing volumes of customer e-mail
  - Schedule optimization and implementation of non-traditional shifts:
  - Implementing the "7 Steps" to Outstanding Customer Service
  - Implementing the Call Quality Monitoring Program
  - Creating and distributing Agent Monthly Quality and Quantity Reports
- Managing projects designed to improve performance and enhance customer service, including:
  - Call Center Technology Enhancement Project (\$2,500,000) including Interactive Voice Response (IVR), Computer Telephony Integration (CTI), Expert Agent Selection (EAS), Work Force Scheduling (Blue Pumpkin)
  - Customer Care Commitment Statement
  - Customer Service Skills Training Program
  - Call Center Redesign and Renovation project
- Served as team leader or team member on divisional, departmental and outside agency customer service enhancement projects including:
  - Butler County Department of Environmental Services/GCWW Team. Established and maintained BCDES/GCWW public-to-public partnership in which GCWW provides billing and Call Center services for BCDES
  - Project Marvel Executive Team (CIS project). Oversaw and advised on a \$4.4 million project to conduct a major upgrade of utility CIS
  - ECAM/Auto Debit/e-Services Team. Developed strategies to enhance GCWW's customer communication internet channel to provide additional 24 hour self service options
  - Water Security Initiative, Consumer Complaint Surveillance Team. GCWW/USEPA project designed to protect the public health from potential water contamination incidents

- H<sub>2</sub>O Radio Team. Four-year automatic meter reading system implementation project impacting approximately 230,000 GCWW customer accounts
- GCWW Strategic Planning Committee and Strategic Business Plan Implementation Team
- Greater Cincinnati Survey Team Leader. Bi-annual survey of approximately 1,000 GCWW customers
- American Water Works Association Research Foundation, Utility Representative for the study "Benchmarking Water Utility Customer Relations Best Practices"
- Assist in developing and monitoring of the section's operational and CIP budgets
- Water Quality and Treatment Division (WQT) – Senior Chemist
  - Responsible for developing, implementing and managing programs designed to evaluate and optimize distribution system water quality in order to maintain regulatory compliance and improve customer satisfaction, including:
    - Customer Water Quality (CWQ) Program, responded to approximately 1,000 water quality concerns annually
    - Water Main Flushing Program, reduced rusty water complaints by up to 89% in problem areas
    - Continuous Water Quality Monitoring Program, ensured compliance with water quality regulations
    - Served as a project manager, team leader or team member on divisional, departmental and outside agency projects including:
      - Project Manager for \$8.5 million project to rehabilitate and expand the Water Quality and Treatment Facility
      - TEAM Team member. Development of the GCWW asset management and work order system
      - Consumer Confidence Report Team, AWWA Ohio Section, GCWW Representative
    - Responsible for recommending, preparing and monitoring the section's operational and capital budgets
    - Supervised technical staff
- WQT – Chemist 2
  - Conducted research projects to collect and evaluate data, determine impacts, recommend appropriate actions, implement effective strategies and prepare and present project reports in the areas of groundwater quality, distribution system water quality and technical equipment including:
    - Depressurization Policy Study

- 
- Evaluation, selection and implementation of continuous water quality monitors in the distribution system
  - Evaluation of induced infiltration impact on groundwater quality
  - Development of a groundwater parasite monitoring program
  - WQT – Chemist 1
    - Development of the WQT Parasite Control Strategy
    - Evaluation, selection and implementation of particle counting technology
    - Customer Water Quality Response Team
    - Revise, enhance and lead CWQ REACT Investigation Procedures
    - Certified organic analyst: GC/ECD and GC/MS
    - Chemical Hygiene Officer

### **Metropolitan Sewer District of Greater Cincinnati, OH**

- Chemist 1
- Laboratory Technician 3

### **University of Dayton, Department of Biology, Dayton, OH**

- Research Assistant and Teaching Assistant

### **Howard Laboratories, Inc., Dayton, OH**

- Microbiologist and Chemist

### **PROFESSIONAL MEMBERSHIPS**

- American Water Works Association, (AWWA)

### **AWARDS, ACHIEVEMENTS, AND CERTIFICATIONS**

- University of North Carolina – Kenan Flagler Business School Water and Wastewater Leadership Center. 2006
- City of Cincinnati Outstanding Manager Certificate. 2006
- Commercial Services Division Employee of the Year Nominee. 2005, 2004, 2003
- Middle Management Association, Inspirational Award Nominee. 2000
- City of Cincinnati, Customer Service Award. 1998
- Seasongood Innovation Award, Bronze Tier for the Water Main Flushing Program. 1998
- Water Quality and Treatment Division, Employee of the Year. 1995



## Paul Vonder Meulen

### AREAS OF EXPERTISE

- Information technology strategy and implementation
- Communication
- Strategic business plan development
- Water sector industry

### EXPERIENCE OVERVIEW

Customer focused and results-oriented technology leader with proven problem-solving and leadership abilities. Background spans all facets of software implementation, enterprise information technology strategic planning, and enterprise system maintenance and system integration from business and systems analysis to strategic technology leader. Focused on understanding the business needs and business challenges in order to deliver the most effective information technology solutions. Formerly responsible for all technology support for the GCWW customer service function.

### EDUCATION

- Bachelor of Science, Computer Science, Xavier University, Cincinnati, OH

### EXPERIENCE HIGHLIGHTS

#### Greater Cincinnati Water Works (GCWW), OH

- Chief Information Officer (CIO)

The first CIO at GCWW. Responsible for delivering technology solutions to enable business strategy and enable business change for the entire department.

Responsibilities include establishing the new IT Services Division, facilitating technology leadership meetings, working closely with all Division leaders on business strategy, developing technology strategies to help enable business change to deliver the business strategy, and leading the technology team for the department. Ensured high level of customer service technology support was maintained as a matrix organization was implemented.

Currently providing leadership and direction for the business, operational, and technical improvements in support of enhanced customer service with an upgrade to the GCWW contact center.

- Formed and continue to improve the IT Services Division and the IT governance structure for the Greater Cincinnati Water Works.



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Provided leadership and direction for many business improvement projects. Examples include: contact center business and technology improvements, data network equipment upgrade, geographic information system

- GIS improvements, delivery of an enterprise-wide field mobile solution, delivery of an upgrade to the customer information, billing, and collections system, delivery of the hydraulic model in support of water quality and water distribution system investment, delivery of an enterprise content management and business process management solution, transition from traditional printing/copying to multi-function devices, EPA water security system, and laboratory information management system (LIMS).
  - Provided leadership and direction for the potential transition to a public water district, e.g., researching the impact to the business with the implementation of an enterprise resource planning (ERP) solution, data and network security, telephony/radio, and network infrastructure to support a wide area network.
  - Presently providing leadership and vision in the implementation of IT service management and Information Technology Infrastructure Library (ITIL) best practices to improve IT effectiveness and customer service focus. Led the IT staff in the implementation of improvements to Incident Management.
  - Currently providing leadership and vision in the development of a strategic business plan. Includes developing goals, strategies, and action item and revisiting the mission, vision, and values for the utility.
- Customer Service Technology Program Manager
    - Technology program manager leading a dedicated team composed of business analysts and technology experts. Responsible for the operations and delivery of technology systems to support customer service strategies/needs. Worked closely with customer service and field managers to understand business needs and challenges and to deliver related information technology solutions.

Led a team of business and technical experts, consultants, and key client experts to implement the Butler County billing system, contact center, and supporting systems. Led the business experts in examining Butler County's business rules which were configured into the billing system. Led the technical experts in the data conversion and system implementation from Butler County's previous system. Coordinated activities related to setting up technologies for the call center to support a separate utility. Developed and led executive management meetings with Butler County and GCWW leaders. The implementation was on-time and was a successful public to public relationship between GCWW and Butler County.

  - Led two successful upgrades of the GCWW Customer Information System. Led a team of business and technical experts, consultants, and end users from GCWW and sewer department in all facets of the upgrade project from developing the project plan, requirements gathering, data conversion, testing and implementation.

- Led a team of business and technical experts in the development of processes and procedures to support the radio meter installation, named H2O Radio. Over 200,000 meters were replaced over four years. Data integrity and accuracy were critical; therefore automation processes were designed and developed to ensure the integrity and accuracy of customer and meter data. Presented the automated processes at the American Water Works Association National Conference and Exposition.
- Directed the design, development, testing, and implementation of the Electronic Customer Account Management (ECAM) system. This system allows customers to access their utility account information via the internet and allows them to pay their bill with a credit card, electronic check, and access other services.
- Led a team of technical experts, business experts, consultants; and key users in the redesign and implementation of a new utility bill and customer letters.
- Led a team of technical experts, business experts, consultants, and client experts in the data conversion and implementation of the City of Mason utility billing system.
- Led the development of the GCWW Information Technology Strategic Plan (ITSP). Led the development of the RFP, vendor selection, contract development, coordination of many meetings at all levels of the organization, obtaining executive management approval, and presentation of the results to the entire organization. Maintained the plan's focus (that business strategy/needs should drive technology investments). Presented the methodology and results at the American Water Works Association Customer Service Conference.

### **City of Cincinnati / Cincinnati Financial System (CFS)**

- Program Manager
  - Project manager in support of the City of Cincinnati financial system and budget systems. Responsible for a team of business and technical specialists in the operation and improvements delivery. Led the team in completing a major upgrade in 1998 so the financial system would be Y2K compliant.
- Computer Systems Analyst
  - Led many technology development and implementation projects in support of the City of Cincinnati finance, budget, and purchasing departments.

### **PROFESSIONAL MEMBERSHIPS**

- 2008 – Present. Member of the Water and Wastewater CIO Forum
- 2010 – Present. Member of the IT Service Management Forum (itSMF) USA
- 2004 – 2007. Secretary of the American Water Works Association National Customer Service Committee
- 2004. Participated on the Water Research Foundation project titled "Customer Information Systems: Effective Selection, Acquisition, and Implementation Practices"

- 2000 – Present. Member of the American Water Works Association
- 2006 – Present. Chair for the Emily Vonder Meulen Memorial Fund.



## Kristi R. Irick

### EXPERIENCE HIGHLIGHTS

#### Greater Cincinnati Water Works (GCWW), OH

- Business Services Division – CFO and Superintendent. Responsibilities include:
  - Analyzing revenues and expenses for purpose of forecasting potential rate increases;
  - Debt issuance;
  - Financial statement preparation;
  - Preparing divisional budget, compiling and monitoring departmental budget;
  - Performance measure monitoring and reporting;
  - Capital improvement program;
  - Oversight of Accounts Payable, Accounts Receivable, Billing Operations, Premise Services, Purchasing, Stores/Fleet, HR, Security and Training;
  - Engaging and educating potential Utility customers, City Council and other city organizations on rate impact studies.

#### City of Wichita, Kansas

- Water Utilities – Customer Services Manager, Superintendent
  - Analyze revenues and expenses for purpose of forecasting potential rate increases;
  - Prepare divisional budget, performance measures and capital improvement program;
  - Supervise bookkeeping and records, meter reading, billing, payroll, and labor distribution;
  - Supervise and participate in the handling of dispute resolution;
  - Oversee relationships with current and prospective wholesale customers;
  - Create and manage contracts;
  - Work with legal staff to develop large customer contracts, interpret and administer City Code, State Statutes and Departmental Operating Procedures and Policies;
  - Engage and educate potential Utility customers, City Council and other city organizations on rate impact studies;
  - Direct administration for over 140,000 accounts.
- Water Utilities – Senior Management Analyst
  - Analyzed revenues and expenses for purpose of forecasting potential rate increases;

- 
- Prepared and oversaw \$280 million departmental budget;
  - Monitored project expenses and funding for \$750 million, 10-year Capital Improvement Program (CIP);
  - Implemented capitalization process to reduce project closure time and improve asset cataloging;
  - Coordinated revenue bond sales with Finance Department;
  - Created database to track bond financing of CIP projects;
  - Designed Finance Department's main benefit fee database to transfer special assessments due to the Utilities;
  - Collaborated on water and sewer agreements with existing and potential wholesale customers;
  - Assisted consultants on numerous initiatives including Cost of Service Analysis, Bond Feasibility Study, and the Aquifer Storage and Recovery Project;
  - Supervised intern program and Accounting section of the Customer Service Division;
  - Served on strategic budget teams, communication team and as departmental EEO Officer.
- Finance Department – Debt Coordinator
    - Assisted in preparation of the City of Wichita's 10-year CIP;
    - Maintained Debt Service Fund including preparation of annual CAFR reports and quarterly financial statements;
    - Prepared Treasury Budget;
    - Supervised and managed eight employees;
    - Maintained City's \$700 million outstanding debt issues;
    - Monitored approximately 1,850 projects funded through general obligation bonds or special assessment bonds;
    - Resolved customer and employee conflict;
    - Worked extensively with Wichita Area Builders Association on special committees and site training.
  - Express Office – Administrative Assistant, Revenue Manager
    - Supervised 12 employees;
    - Prepared monthly statistical analysis, unit costs and cost-effectiveness studies;
    - Balanced cash drawers and accounted for daily business;
    - Prepared and reconciled Treasury budget.

## EDUCATION

- Debt Management Certification, Government Finance Officers Association, 2004
- Master of Public Administration, Wichita State University, Hugo Wall Center for Urban Studies. Emphasis in policy evaluation and analysis, 1992
- Bachelor of Arts, Minority Studies with Minor in Spanish, Wichita State University, Magna Cum Laude, 1989

## SANDIP BASU, MA, PMP

*Enabling Business Vision by Leveraging Information Technology, Smart Sense Program/  
Project Management & Energetic Team Building*

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[sandip@soft-vista.com](mailto:sandip@soft-vista.com)

Twitter: <http://twitter.com/sandipbasupmp>

Mobile: 513.608.8934

### PROFESSIONAL SUMMARY

- Over 20 years of experience in Information Technology, managing mission-critical multi-million dollar technology projects, team building, data and network security, business continuity and disaster recovery, strong in vendor management and internal/external relationship development, budget/cost management and tactical and strategic project planning
- Deeply skilled in customer information systems, contact centers, billing, payments processing, interfaces, web/internet, IT consulting, mobile computing, finance, and training development
- Fluent in technology, business, and management level reporting, and effective communication
- Familiar and comfortable working within a matrix or project organization with diversified workforce and international experience
- Understand government and municipal procurement processes, focused on cost savings, smart choices, and long term solutions
- More than 12 years of water, sewer and storm water utility experience
- Founder/CEO of Soft Vista, Inc. (2003) – a Greater Cincinnati-based Small Business Enterprise (SBE) for Information Technology consulting, professional services and project management services
- Developed strong network with local, national and some international companies for leveraging and exploring business opportunity, collaboration, and professional knowledge growth
- Received three Master Services Agreements in six years for local government and municipalities through competitive bidding process (RFP)
- Certified as Small Business Enterprise (SBE) under City of Cincinnati
- Strong PMI based project management experience, leading complex project teams in design, development, testing, deployment, and support transition & continuing support/operations, managing data centers
- Strong experience in business analysis, process flow development, root cause analysis, documentation, procedure and policy establishment, governance practices, ITSM practices, and agile methodology

### ENTREPRENEUR

### IT PROJECT MANAGER & TECHNICAL EXPERIENCE SUMMARY

(CONT.)

**PM, TECHNOLOGY  
CONSULTANT, DATABASE  
ADMINISTRATOR, SYSTEMS  
ANALYST, SUPPORT ANALYST**

**Relevant Experience:**

**Project Management Tool**  
Primavera, MS Project

**Mobile Computing**  
Windows, Motorola

**Data & Network Security**  
Banking/Credit Card Industry,  
PCI DSS Compliance

**Payments Processing**  
Debit/Credit Card, ACH,  
electronic check, web, IVR  
(iNovah/SII/Harris)

**Hardware**  
HP Servers, Windows Server,  
EVA, SAN, Dell NT Servers,  
EMC Disk Array, Sun Servers,  
Juniper, CISCO

**Operating Systems**  
Windows, Linux, HP-UX, SCO  
UNIX, SUN OS, Windows NT,  
Novell Netware

**Languages**  
Oracle PL/SQL, C/Pro\*C,  
MS-COBOL/Pro\*Cobol

**Testing tools**  
HP Quality Center

**Productivity tools**  
Microsoft Office Suite (all  
products), Visio

**Collaboration**  
Share Point, Citrix

**Database Administration**  
Oracle Enterprise Manager,  
DBA Studio, Designer,  
ERWIN

▪ As a consulting IT Project Manager at the Greater Cincinnati Water Works, managed several critical projects:

- Project Manager for the customer service contact center technology upgrade and business process and operations management improvement project
- Project Manager for the Field Services Mobile workforce system deployment using Motorola's MC75 devices and hosted services for application and backend integration
- Project Manager for PCI DSS Security compliancy needs research strategy development and security cost effective security standards development
- Primavera® mentor and coach for other GCWW IT project managers, project management plan and schedule development coaching, techniques and procedural guide development
- Project Manager for full life cycle roll out for multiple versions and releases of Customer Information System (Indus/Ventyx Customer Suite) in a matrix environment, and complex business environment with high level of customer focus
- Supported contract and licensing model development and extensive negotiation with vendors on multiple product family for cost savings and long term support contracts
- Project Manager for Development and implementation of an on-line customer account management system with debit/credit card payments (ECAM)
- Project Manager for document presentation and archiving system (G1/DOC1) implementation
- Project Lead for extension of utility billing systems to cover adjacent municipalities, including Butler County and the City of Mason. Led technical teams for data conversion and interface system design between heterogonous systems.
- Led payments system deployment, integration and systems interface development (iNovah/RevenueCollector, SII/Harris Computer Systems)

▪ As a Consulting IT Project Manager and Consultant at Metropolitan Sewer District of Greater Cincinnati has managed initiatives:

- Oracle database evaluations, integration and upgrades
- Database disaster recovery planning and alternate approaches
- Share Point site design, development and deployment



**Web Technology**  
HTML, Java, J2EE, JSP,  
Adobe PhotoShop, Paint  
Shop Pro, ASP,  
FrontPage/2000

**4GL / Front End Tools**

Oracle Forms, Reports,  
Graphics, Procedure  
Builder, Browser; J  
Developer, JSP,  
JavaScript, Sybase  
Tool Set, Power  
Builder,  
Power Frame,  
FoxBase, Focus

**ENTREPRENEUR &  
EMPLOYMENT  
HIGHLIGHTS**

**EMPLOYMENT  
HISTORY**

**EDUCATION**

- As an on-site Project Lead Consultant at General Electric (AE):
  - Designed, Developed, Tested, Trained, and Implemented multiple client-server custom applications (Engine tooling, training database management)
- As a Programmer/Systems Analyst at Indian Rayon MIS department (India) :
  - System Administration, Server Support, Database Maintenance work
  - Requirements gathering, systems design, systems development and implementation through users training – for sales/invoicing, purchase, finance, payroll, asset management programs for a textile manufacturing plant
  - MIS report development and scheduled distribution
- As Data Production Manager at CARE Systems (India) :
  - Team management, Systems development, Data Quality Control, Data Entry Systems Programming, Data Delivery, Management Reporting, and Client Management

Successfully served wide range and diversified Clients, Employers, and Businesses:

- **Local government** – Greater Cincinnati Water Works, City of Cincinnati, Metropolitan Sewer District of Greater Cincinnati
- **Consulting Services** – Soft Vista, Inc., Interactive Business Systems (IBS)
- **Software Industry** Patni Computers (PCS), Tata Consultancy Services (TCS), MCS India, M. N. Dastur & Co. (India).
- **Manufacturing** – General Electric Company (GE Aircraft Engines Division), Indian Rayon and Industries (India)
- **Financial institutions** - Bank of India, Bank of Baroda, Unit Trust of India (all Indian companies)

**Soft Vista, Inc.** (2003-present) – Founder/CEO, Consulting Project Manager (US)  
**Interactive Business Systems** (1998-2003) – *Oracle Consultant (US)*  
**Patni Computer Systems** (1996-1998) – *Senior Software Engineer (India / US)*  
**Indian Rayon / Jaya Shree Textiles** (1994-1996) – *Systems Analyst (India)*  
**CARE Data Processing Systems** (1992-1994) – *Data Production Manager (India)*  
**Corporate Computer Instructor/Trainer** (1991-1992) - Private Firms (India)

Master's Degree, Economics – *University of Kalyani, West Bengal, India 1991*  
Bachelor's Degree, Economics – *University of Kalyani, West Bengal, India 1989*

**CERTIFICATIONS**

**&**

**TRAININGS**

Project Management Professional (PMP), *Project Management Institute 2010*  
Aspect Quality Management (AQM) – *Aspect Software 2011*  
MS Project Level I & II – *New Horizon Computer Learning 2006*  
Primavera Planning & scheduling – *Critical Business Analysis, Inc., 2006*  
Java Programming 2003  
Project Management Methodology - *Interactive Business Systems, 2000*  
Advanced Systems Management, *National Institute of Technology (NIIT, India) 1992*  
Oracle DBA Course – *Oracle (1999 – 2001) [passed DB Admin & Security exams]*

**PROFESSIONAL  
ASSOCIATIONS**

Member of Project Management Institute (PMI)  
Member of South West Ohio PMI Chapter  
Ohio South PMI Chapter Volunteer & Instructor (*PMP/CAPM Exam Prep*)  
Member of Agile Cincinnati Chapter

**Other Certifications &  
Creative/Community  
Interests**

United Way Project Blue Print Community Leadership Certification (Fall 2001)  
USA National Soccer Referee (since 1999) - United States Soccer Federation (USSF)  
USSF State Level Referee Assessor (since 2010)  
USSF Associate Level Referee Instructor (since 2011)  
NCAA/NISOA Soccer Referee (since 2005)  
NFHS Soccer Referee (since 2000)  
  
Amateur Musician (Guitar, Keyboard/Synthesizer, Indian Percussions)  
Youth Coach (Soccer, Music, Theater)  
  
Open water SCUBA Diver (PADI)

**REFERENCES**

*Can be provided upon request*



## Mark A. Menkhaus, Sr.

### AREAS OF EXPERTISE

- Billing operations
- Utility support services
- Service level agreements
- Management
- Budget

### EXPERIENCE OVERVIEW

Mark provides departmental leadership focused on delivering best in class customer service through the efficient efforts of a dedicated and well-trained staff, enabling GCWW to meet its commitment to excellence, and GCWW's commercial customers to provide a high degree of customer satisfaction.

### EDUCATION

- Bachelor of Business Administration, Management and Professional Practice Certificate, University of Cincinnati, Cincinnati, OH, 1980.

### EXPERIENCE HIGHLIGHTS

#### Greater Cincinnati Water Works (GCWW), OH

- Assistant Superintendent, Commercial Services Division
  - Management of Billing Operations, Field Services and Support Services sections. Liaison for daily operations and support for billing and customer services agreements with more than a dozen communities. Major services include sewer, stormwater, and waste collection (trash).
- Acting Assistant Superintendent, Commercial Services Division.
  - Responsible for management of three sections: Accounting, Customer Service, and Delinquent Accounts. Responsibilities also included the development and management of the division's budget. Project Director for the implementation of handheld computers for meter reading. Project Director for the Utility Billing Project, and liaison to the Metropolitan Sewer District, Stormwater Management Utility, and Regional Computer Center.
  - Utility Billing Project Director. Responsibilities included all project activities related to design, development, testing and implementation of a new customer billing and

information system, as well as liaison to the Metropolitan Sewer District, Stormwater Management Utility, and Regional Computer Center for project-related issues.

- Senior Administrative Specialist, Commercial Services Division.  
  
Manage the Support Services Section with responsibility for the Commercial Services Division's budget development and monitoring, goods and services procurement, contract administration, personnel matters, quality assurance, annual report and performance measure development, and various administrative and support functions. Liaison for daily operations and support for billing and customer services agreements.
- Administrative Assistant, Commercial Services Division.
  - Responsible for all delinquent account collection activities, first as a work unit and then as a section, and served as a backup supervisor for Customer Relations Section. Revamped the entire collection process and served as City's expert for processing bankruptcy claims. Represented the City in court as an expert witness for hundreds of collection cases.
- Customer Relations Representative.
  - Responsibilities included answering customer inquiries, rewriting the complete series of collection letters, development of collection reports, and development of a referral process for collections by the City Treasurer and City Solicitor staff.
- Water Meter Reader.
  - Responsibilities included reading meters and reporting premises conditions affecting service delivery and billing.
- Clerk 2 (Co-op Student).  
  
Various clerical responsibilities in Customer Relations, including answering customer inquiries, delinquent account collections, temporary water use permits and billing, fire branch usage monitoring and billing, sundry account collections, payment processing, and special assistant to supervision and management. In this latter capacity, responsible for development of procedures for each specialty assignment in the section and revision of the Customer Relations Manual.

## **PROFESSIONAL MEMBERSHIPS**

- City of Cincinnati Middle Management Association Board Member elected to three-year term beginning 2001; served as Vice President for two years. Chaired the Communications and Newsletter Committee for three years, and also served on the Significant Issues Committee and the Benefits Committee.
- SCT/Indus Utility Systems (now Ventyx) Users Group Board of Directors. Twice elected to three year terms (2001 – 2007). Represented Indus clients using the Customer Suite (formerly Banner Advantage CIS) product for customer billing and information. Chaired the Product Advisory Committee (2005 to 2007), providing client input for product development. Worked with Indus management team to resolve client issues and concerns.

- Served as an Equal Employment Opportunity Counselor for the City of Cincinnati from 1997 through 2009. Counseled City employees on EEO issues, documented communications and complaints, and acted as a mediator as assigned by the City EEO Officer.
- American Water Works Association (AWWA). Founding member of the Ohio Section Customer Service Activities Committee in 1991. Routinely participate and contribute to district, state, and national meetings, workshops, and conferences since 1989.



## Daniel W. Campbell

### AREAS OF EXPERTISE

- Contracts Administration
- Business Reporting
- Vendor Selection
- Budgeting and Capital Planning

### EXPERIENCE OVERVIEW

Dan is an experienced public administrator specializing in contracts administration, budgeting, business analysis and reporting, and capital planning.

### EDUCATION

Master of Public Administration, Economics, Xavier University, Cincinnati, OH

Bachelor of Arts, Urban and Regional Planning, Miami University, Oxford, OH

### EXPERIENCE HIGHLIGHTS

#### Greater Cincinnati Water Works (GCWW), OH

- Senior Administrative Specialist
  - Responsible for preparing, developing and monitoring the Greater Cincinnati Water Works (GCWW) Commercial Services Division's annual \$9.1 million operating and capital budget. Duties include administering contracts and the vendor procurement process, certifying funds for purchase orders through the Cincinnati Financial System, processing and approving all payables, preparing the Division's end-of-year Final Adjustment Ordinance, and serving on the GCWW Capital Improvement Program Committee.
  - Responsible for preparing the Commercial Services Division's Annual Report, including developing and auditing all associated financial and operational tables and the preparation of the Division's Report to the Director section of the Annual Report.
  - Assists with the operation and administration of the Commercial Services Division's Client Services Section. Duties include assisting with the preparation of new contracts for retail and wholesale water service, billing services, and laboratory testing services, preparing contract amendments, including term extensions for existing water service contracts, and preparing the annual rate adjustment notifications for all retail, wholesale and standby water service political jurisdiction contract clients.

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- Participated in developing the strategy and Request for Proposals (RFP)/vendor selection/contract development/execution of contracts for Greater Cincinnati Water Works' mail and print, lockbox, credit card processing, and e-bill distribution services contracts.

## **Cincinnati Division of Budget and Evaluation, OH**

- Senior Management Analyst
  - Served as the Senior Management Analyst for the City of Cincinnati's Department of Transportation and Engineering, Department of Sewers, and the Department of Human Resources. This involved assisting with the development and monitoring of each Department's annual operating and capital budgets totaling \$202.5 million, monitoring personnel staffing plans for 935 employees, and preparing budget issue reports for the City Council.
  - Served as the Management Analyst for the City of Cincinnati's Department of Neighborhood Housing and Conservation, Department of Purchasing, Law Department, Parks Department, Department of Recreation, Department of Public Services, and the Division of Employment and Training.
  - Served as the City of Cincinnati's Capital Budget Coordinator from 1997 through 2003. The Capital Budget Coordinator is responsible for managing the Capital Budget System, managing the city wide Capital Budget Process, and developing and publishing the \$420 million Biennial Capital Budget and the \$1.2 billion Six-Year Capital Investment Program.
  - Served as the Division of Budget and Evaluation's liaison for collective bargaining agreement negotiations between the City of Cincinnati and the American Federation of State, County and Municipal Employees (AFSCME), the Fraternal Order of Police (FOP), Cincinnati Organized and Dedicated Employees (CODE), and the International Association of Firefighters (IAFF). This involved preparing various economic impact reports and analyses pertaining to wages, benefits, special pay and payroll.
  - Prepared the City of Cincinnati's Small Infrastructure Bulletin. The Small Infrastructure Bulletin outlined all eligible budgeted expenditures by agency, fund, and program. This information was used as a guideline by the various City Departments and the Division of Accounts and Audits to monitor expenditures for the purpose of meeting the annual infrastructure spending requirements to implement the recommendations of the City's economic advisory committee.
  - Assisted with the coordination and management of the City of Cincinnati's Annual Capital Sunset Process. The Annual Capital Sunset Process involved the closing and reallocation of capital project account funds to provide resources for the City's Capital Investment Program and to monitor capital project expenditures.

Assisted with the administration of the City of Cincinnati's \$20 million Community Development Block Grant (CDBG) Program. Administrative duties included preparing the City's Annual Grantee Performance Report (GPR), reviewing projects and contracts for regulatory compliance, and monitoring project expenditures.

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## City of Cleveland Heights, OH

- Economic Development Planner
  - Developed and implemented a Prevailing Wage Compliance Program for the City of Cleveland Heights. This involved serving as the City's Davis-Bacon Prevailing Wage Monitor, conducting pre-construction conferences for the City's economic development and public works projects, reviewing payroll records, and corresponding with the U.S. Department of Housing and Urban Development.
  - Assisted with the administration and financial management of the Cleveland Heights Local Development Corporation's Façade Renovation Rebate Program and the Apartment Renovation Rebate Program. This involved marketing the programs, monitoring construction, design standards, contractor compliance, and coordinating all financial transactions between the property owners and the City.
  - Provided staff support services to the Coventry Village Development Corporation. These support services included developing a business plan and operating budget, establishing non-profit 501 C-3 status for the corporation, establishing a common area maintenance assessment district, establishing a shared parking plan for the commercial district, and preparing foundation grant proposals.





## Gary Wiest

### AREAS OF EXPERTISE

- Program and Project Management
- Customer Service Information Technology Leadership

### EXPERIENCE OVERVIEW

Twelve years of experience in the Information Technology field which includes roles as an IT Assistant Manager, Program Manager, Project Manager, Team Leader, Programmer, and Business Analyst. These roles cover the entire software development life-cycle of analysis, design, development, systems testing and implementation. Extensive experience providing technology leadership and support for GCWW's best-in-class customer service division.

### EDUCATION & TRAINING

- Project Management Courses, Xavier University, 2007
- Lessons for Success, New Supervisor Training at Greater Cincinnati Water Works, 2005
- Bachelor of Science, Wilmington College, 2004
- Associates Degree, Cincinnati State, 2000
- MCSE Classes, Software School, 1998

### EXPERIENCE HIGHLIGHTS

#### Greater Cincinnati Water Works (GCWW), OH

- Information Technology Division – Information Technology Assistant Manager
  - Responsible for defining needs, identifying solutions, and managing and delegating work assignments for City staff and consultants to support the customer service division. The team consists of business and technical experts responsible for the support and maintenance of GCWW's CIS, payment processing, on-line customer service site, cashiering function, and all interfaces (EAMS, GIS, mobile, and others). Work with the business to develop solutions that exceed our customer's needs.
  - Constant oral and written communication with team members to ensure a quality product. Conduct bi-weekly meetings, monitor cost reports, monitor CS&B budgetary items, and approve vacation and timesheet tracking. Communicate to end users any system changes or upgrades.
  - Program Manager for billing system upgrade in 2008  
Developed and monitored 2006-2012 budget
  - Assisted with development of the current contract and SOW for the ICS 4.0 project

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- Negotiated vendor contracts and rates for the City of Cincinnati
  - Implemented several Change Controls for our Butler County client
  - Commercial Technology Services – Computer Systems Analyst
    - Responsible for managing and leading projects within GCWW and for Butler County. Lead for all the technology related tasks which included the network connection, contact center technologies, auto-dialer, FTP server, etc. Additional tasks included gathering requirements from users and developing solutions that would meet the customer's needs. Liaison between Commercial Technology Services team and the GCWW Help Desk. Lead technical support person for the Butler Portal and for the DocView application that is used here at GCWW by the CSR's. Managed several Butler County Change Controls during the past year. Part of the core team and participated in the Steering Committee meetings with Butler County business staff and senior management.
    - Technical advisor and Contact Center lead for the Butler County implementation
    - Led the technology implementation of GCWW's Call Center upgrade
    - Successfully led the Banner (CIS) team when supervisor was temporary reassigned
    - Implemented several GCWW Call Center software products for the City Wide Call Center
  - Commercial Technology Services – Senior Computer Programmer Analyst
    - Responsible for development and support of custom GCWW reports. Lead analyst for GCWW's Call Center and led the IT portion of automated Meter Reading project. Designed and developed PL/SQL reports for customers. Assisted in successful upgrades of the GCWW Customer Information System (Banner). Provided software and hardware support for the Commercial Technology team. Conducted end user training for GCWW applications.
    - Implemented auto dialer solution
      - Developed a procedure for handling multiple Oracle clients on GCWW workstations
      - Created WinRunner test scripts for functional staff
      - Provided a process to automate the creation of "Certified Mail" envelopes for returning keys to customers
      - Assisted team members in the data conversion and implementation of the City of Mason utility billing system
    - Assisted in the development of processes and procedures in support of the H2O radio meter installation
  - Commercial Technology Services, Regional Computer Center –Computer Programmer Analyst

- Developed, tested, implemented and supported custom interfaces to the Banner billing system. Created technical specifications for GCWW processes and applications. Developed and maintained Focus reports. Supported various GCWW applications.
- Improved zip code update procedures  
Reorganized duplicate bill print process
- Developed Focus reports

## **PROFESSIONAL MEMBERSHIPS**

- American Water Works National Customer Service Committee Secretary
- IMTech Committee Member
- American Water Works Association



## Mimi McGarry

### AREAS OF EXPERTISE

- Customer service
- Personnel administration
- Community outreach coordination
- Recruiting and training
- Performance management
- Rewards and recognition development
- Strategic planning
- Safety and compliance
- Facilities / budget management

### EXPERIENCE OVERVIEW

Results-focused professional with extensive experience in call center management. Progressive responsibilities utilizing proven skills in innovative leadership, employee motivation, team development and project management. Accomplished, energetic leader with comprehensive experience in call center operations, change planning and performance management. Proactive communication and employee engagement in application of change management process resulted in positive employee morale and high sales and productivity while managing through corporate bankruptcy, departmental restructuring and downsizing. Successfully incorporated private sector call center practices into water sector. Two years experience with nationally recognized water utility (GCWW).

### EDUCATION

- Bachelor of Arts, Communications and Public Relations, University of Dayton, Dayton, OH.
- Meridian Breakthrough Leadership Training, Atlanta, GA
- Earning the Right to Lead Training, Dan Lumpkin & Associates, Mobile, AL.

### EXPERIENCE HIGHLIGHTS

#### Greater Cincinnati Water Works (GCWW), OH

- Assistant Superintendent for Customer Contact Center Operations, Commercial Services Division.
  - Manage Customer Contact Center Section. Responsible for providing direct customer service, primarily through calls received via GCWW's Interactive Voice Response (IVR)

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telephone system, and email. Contact Center staff responds to customer questions and requests for GCWW, and also for billing questions for the Metropolitan Sewer District, Butler County Water and Sewer Department, and Cincinnati's Stormwater Management Utility, in addition to other entities for whom GCWW provides customer service. The Contact Center handles more than 800,000 contacts annually.

- Improved GCWW Contact Center performance through business process modifications. Reduced Customer Service Representative (CSR) off-phone time and implemented ongoing recognition programs, achieving highest service levels and lowest call abandoned rate since measures were introduced in 2000.
- Developed a dedicated "Agent Assist" support system to provide timely, consistent resource for CSR's questions, resulting in enhanced customer service, elevated CSR job knowledge and increased first call resolution.
- Introduced "Supervisor Assist" process for escalation of more complex customer issues to optimize resolution, achieving improved productivity, greater consistency and enhanced customer service.
- Established recurrent training program, elevating CSR knowledge and abilities, Upgraded knowledge base, resulting in a more robust CSR resource and achieving more consistent messaging.
- Promoted to Acting Assistant Superintendent - Commercial Division, responsible for GCWW Contact Center operation, leadership role in Contact Center Business and Technology Upgrade Project design and implementation, and Client Services partnership.

### **Delta Airlines, Inc., Cincinnati, OH**

- Call Center Director
  - Responsible for leading ten direct and thirty-seven indirect reports and a frontline staff of over 600 employees, driving performance to meet targeted goals. Accountable for business objectives, leadership development, hiring and training, quality assurance, operational functions, personnel administration and facility management. Actively fostered an environment which celebrates diversity of our employees. Our staff clearly represented the face of our broad customer base, in the U.S. and globally.
  - Achieved highest performance results in 2008 of sales conversions and revenue generation, productivity and customer service metrics among Delta's domestic and international call centers, accomplished through strong team leadership and innovative initiatives.
  - Restructured call center's management team to align with corporate model, building talented leadership personnel designed around new roles.
  - Increased earned revenue 92% in call center by leading a Reservations project team to design and execute Company's first revenue and performance based incentive program.

- Managed expenses for call center's \$15MM annual budget, submitting on-target forecasts, identifying and implementing cost reduction measures, achieving budget expectations each year.
- Earned coveted Reservations Sales departmental annual safety award for 2006 and 2007 through heightened safety awareness, employee engagement and emphasis on personal responsibility.
- Operations and Sales Manager
  - Managed Call Center operation including facility issues and contract vendor relationships, effectively addressed call volume projections, and met service level targets. Responsible for call center reports, reviews and frontline staff management to meet goals. Accountable concurrently for team of up to ten direct reports; responsible for elite and leisure lines of business with over 400 employees, achieving assigned performance goals.
  - Managed \$2.4 MM local operating plan; achieved targeted goals annually.
  - Led leadership team to improve productivity to top performance among nine call centers.
  - Introduced innovative recruiting initiative to increase quality candidate numbers, leveraging employee referrals. Resulted in an improved hiring process, attracted greater talent and reduced attrition
  - Managed development, promotion and administration of Delta's Cincinnati volunteer outreach "Community Partners Program," growing employee participation and fundraising activities annually.
  - Managed local coordination of new call center building project; executed seamless office move and relocation of staff of over 700 employees, achieved through active employee engagement throughout each process phases.
  - Administered Human Resources responsibilities for direct reports and frontline employees in absence of a corporate HR division created in 1999.
- Marketing DATAS II Sales and Training / Chief Supervisor
  - Established Cincinnati marketing site for DATAS II agency reservations system sales demonstrations, building initial client base. Conducted onsite sales presentations to travel agencies in five state region and follow-up training at account sites.
  - As Chief Supervisor, accountable to meet business objectives and maximize sales, call table analysis, staffing and coaching for up to nine Supervisors with over 300 frontline employees. 100% of teams consistently met customer availability expectation of 95%.
  - Responsible for Human Resources responsibilities, including: recruiting, hiring, benefits, administrative action and terminations.
- Supervisor, Reservation Sales
- Sales Representative, Reservation Sales

## **AWARDS, ACHIEVEMENTS, AND CERTIFICATIONS**

- Recipient of Delta's SOAR Award for leadership and team contribution
- Recipient of multiple Chairman's Club nominations, the Company's most prestigious peer recognition award.

**Appendix C – List of All Service Contracts**



## GCWW Contracts

Client Name	Services Provided	# of Accounts	Start Date	Expiration Date	Schedule	Cost
Amberley Village - Waste Collection	Billing	1,424	12/28/2010	Indefinite	On time	On budget
Amberley Village - Stormwater	Billing	1,461	6/2/2003	Indefinite	On time	On budget
Arlington Heights - Waste Collection	Billing	293	2/23/2007	12/31/2017	On time	On budget
Butler County Dept of Water and Sewer - Water & Sewer	Billing	38,552	5/17/2004	12/31/2010	On time	On budget
Deer Park - Waste Collection	Billing	2,221	11/20/2007	12/31/2017	On time	On budget
Elmwood Place - Waste Collection	Billing	672	9/22/2011	Indefinite	On time	On budget
Forest Park - Waste Collection	Billing	5,322	10/1/2008	9/30/2013	On time	On budget
Golf Manor - Waste Collection	Billing	1,205	10/1/2008	9/30/2018	On time	On budget
Lincoln Heights - Fire Hydrant Fee	Billing	1,075	9/22/2003	12/31/2033	On time	On budget
Mason - Water	Billing	10,442	2/25/2002	3/1/2032	On time	On budget
Mason - Sewer	Billing	10,202	2/25/2002	3/1/2032	On time	On budget
Mason - Stormwater	Billing	10,371	2/25/2002	3/1/2032	On time	On budget
Mason - Waste Collection	Billing	8,758	2/25/2002	3/1/2032	On time	On budget
Metropolitan Sewer District	Billing	209,179	7/1/1948	12/31/2018	On time	On budget
North College Hill - Waste Collection	Billing	3,232	12/30/2010	Indefinite	On time	On budget
Silverton - Waste Collection	Billing	1,759	8/27/2003	Indefinite	On time	On budget
Stormwater Management Utility - City of Cincinnati	Billing	81,938	1/1/1997	Indefinite	On time	On budget
Whitewater Township - Wastewater	Billing	98	7/9/2010	Indefinite	On time	On budget
Woodlawn - Waste Collection	Billing	820	5/3/2004	12/31/2014	On time	On budget
Addyston	Retail Water			12/31/2017	NA	NA
Arlington Heights	Retail Water			12/31/2047	NA	NA
Butler County	Retail Water			12/31/2025	NA	NA
Butler County - Venice Gardens	Retail Water			12/31/2025	NA	NA
Clermont County	Retail Water			Indefinite	NA	NA
Indian Hill	Retail Water			12/31/2047	NA	NA
Mason	Retail Water			3/1/2032	NA	NA
Norwood	Retail Water			12/31/2047	NA	NA
Reading	Retail Water			12/31/2017	NA	NA
Warren County	Retail Water			12/31/2025	NA	NA
Hamilton County Incorporated*	Retail Water			12/31/2047	NA	NA
*Includes: Amberley Village, Blue Ash, Cheviot, Deer Park, Elmwood Place, Evendale, Fairfax, Forest Park, Golf Manor, Greenhills, Lincoln Heights, Madeira, Mariemont, Montgomery, Mt. Healthy, Newtown, North College Hill, St. Bernard, Sharonville, Silverton, Springdale, Woodlawn						
Hamilton County Unincorporated**	Retail Water			12/31/2017	NA	NA
**Includes Townships of: Anderson, Colerain, Columbia, Crosby, Delhi, Green, Harrison, Miami, Springfield, Sycamore, Symmes, Whitewater						

## GCWW Contracts

Client Name	Services Provided	# of Accounts	Start Date	Expiration Date	Schedule	Cost
Amberley Village - Waste Collection	Billing	1,424	12/28/2010	Indefinite	On time	On budget
<b>Boone/Florence Water Commission</b>	<b>Wholesale Water</b>			<b>3/2/2028</b>	<b>NA</b>	<b>NA</b>
Butler County	Wholesale Water			12/31/2025	NA	NA
Indian Hill	Wholesale Water			12/31/2047	NA	NA
Lebanon	Wholesale Water			12/10/2048	NA	NA
Norwood	Wholesale Water			12/31/2047	NA	NA
Reading	Wholesale Water			12/31/2017	NA	NA
South Lebanon	Wholesale Water			6/3/2050	NA	NA
Warren County	Wholesale Water			12/31/2025	NA	NA
Western Water Company	Wholesale Water			12/31/2026	NA	NA
Addyston	Standby Water			12/31/2017	NA	NA
Clermont County	Standby Water			11/1/2007	NA	NA
Cleves	Standby Water			12/31/2024	NA	NA
Fairfield	Standby Water			12/31/2025	NA	NA
Glendale	Standby Water			12/31/2017	NA	NA
Indian Hill	Standby Water			12/31/2047	NA	NA
Lockland	Standby Water			Indefinite	NA	NA
Loveland	Standby Water			12/31/2019	NA	NA
SW Ohio Water Company	Standby Water			12/31/2047	NA	NA
Warren County	Standby Water			12/31/2025	NA	NA
Wyoming	Standby Water			12/31/2017	NA	NA
<b>Boone County</b>	<b>Laboratory Testing</b>			<b>1/10/2012</b>	<b>NA</b>	<b>NA</b>
<b>Florence</b>	<b>Laboratory Testing</b>			<b>1/24/2013</b>	<b>NA</b>	<b>NA</b>
Hamilton County Board of Health	Laboratory Testing			9/22/2013	NA	NA
Indian Hill	Laboratory Testing			10/26/2012	NA	NA
Norwood - City Health Department	Laboratory Testing			4/8/2016	NA	NA
Ameritech - Mt. Washington Tower	Cell Phone Provider Lease			11/2/2018	NA	NA
Ameritech - Delhi Hills Tower	Cell Phone Provider Lease			6/14/2019	NA	NA
Sprint - Mt. Washington Tower	Cell Phone Provider Lease			10/26/2023	NA	NA
T-Mobile - 3064 Wardell Ave.	Cell Phone Provider Lease			7/3/2037	NA	NA
Lincoln Heights	Fire Hydrant Maint.			12/31/2033	NA	NA
Mason	Fire Hydrant Maint.			3/1/2032	NA	NA
Arlington Heights	Fire Hydrant Maint.			12/31/2047	NA	NA
Mason	O&M of Water System			3/1/2032	NA	NA
<b>Boone/Florence Water Commission***</b>	<b>O&amp;M of Water System</b>			<b>3/2/2028</b>	<b>NA</b>	<b>NA</b>

\*\*\*Infrastructure Maintenance only

**Bold = Located in Kentucky**

## **Appendix D – Summary of Litigation**

GCWW is involved or has been involved in 25 law cases to date since January 1, 2007. These cases involve 14 personal injury and /or property damage matters, five personnel matters, three contractor-subcontractor disputes, a petition to wrap-up corporate affairs of a private business, a City collection of past due charges, and a water service territorial dispute. Of these 25 cases, 13 are now pending. None of these 25 cases involve GCWW's Customer Assistance or Billing Operations Sections. A list of all these cases, including the case number, caption, governing jurisdiction, status, and a brief description, are attached.

## Legal Cases Involving Greater Cincinnati Water Works - 1/1/2007 to 11/14/2011

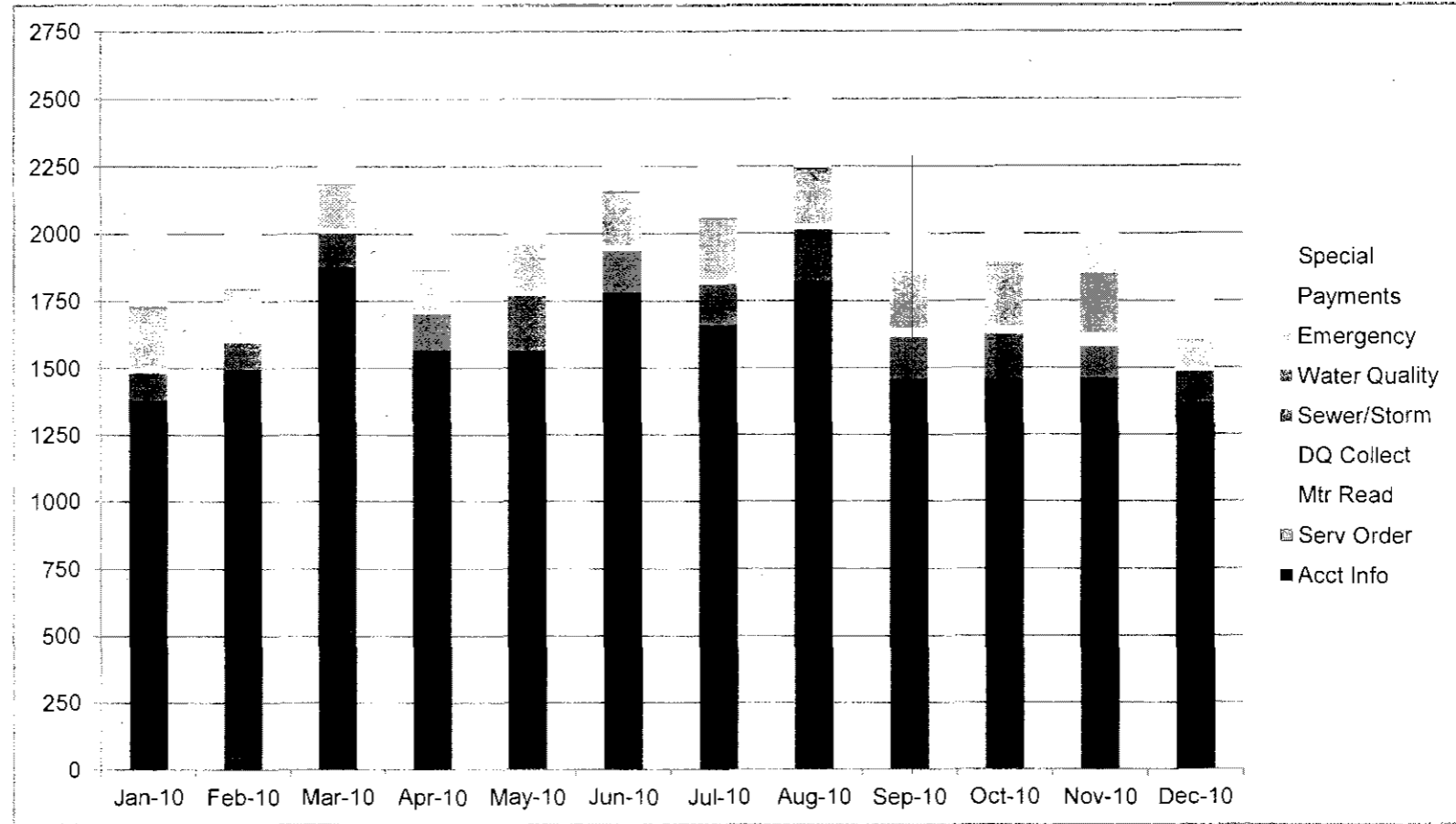
Case No.	Case Caption	Court	Status	Description
09CV494	Diana Hunter v. City of Cincinnati	United States District Court	Dismissed	Personnel matter
10CV627	James Partridge v. City of Cincinnati	United States District Court	Pending	Personnel matter
10CV671	Hernandez v. Pro-Touch, et al.	United States District Court	Pending	Personnel matter
A0707852	Joan Vonderhaar v. City of Cincinnati	Hamilton County Court of Common Pleas	Settled	Personal Injury
A0709838	Miguel Avila v. Karim Khrrissi, et al.	Hamilton County Court of Common Pleas	Settled	Personal Injury
A0801829	Gladys Cox v. City of Cincinnati	Hamilton County Court of Common Pleas	Settled	Property Damage
A0804102	Raymond Thornton v. City of Cincinnati	Hamilton County Court of Common Pleas	Settled	Property Damage
A0804103	James Williams v. City of Cincinnati	Hamilton County Court of Common Pleas	Settled	Property Damage
A0810551	Carol Fierro v. GCWW, et al.	Hamilton County Court of Common Pleas	Dismissed	GCWW collection effort
A0900755	City of Cincinnati v. City of Harrison	Hamilton County Court of Common Pleas	Pending	Water service territorial dispute
A0907778	Starks v. GCWW	Hamilton County Court of Common Pleas	Dismissed	Personal Injury
A0912106	Gregory Mellett, et al. v. GCWW	Hamilton County Court of Common Pleas	Dismissed	Property Damage
A1000587	Ken Randolph v. GCWW	Hamilton County Court of Common Pleas	Dismissed	Personnel matter
A1001129	Jack Orthman v. George Lorenza, et al.	Hamilton County Court of Common Pleas	Pending	Personal Injury/property
A1001223	Beverly Carter v. City of Cincinnati, et al.	Hamilton County Court of Common Pleas	Pending	Personal Injury
A1007312	Eiler Towing and Wrecker Service v. Ohio Dept. of Taxation	Hamilton County Court of Common Pleas	Pending	Petition to wrap up corporate affairs
A1009017	Gregory Mellett, et al. v. GCWW	Hamilton County Court of Common Pleas	Pending	Property Damage
A1100066	Elaine Huntley, et al. v. General Western Highland Company	Hamilton County Court of Common Pleas	Settled	Personal Injury
A1100562	Joe Dirt, LLC v. City of Cincinnati, et al.	Hamilton County Court of Common Pleas	Pending	Contractor-subcontractor dispute
A1100588	Brownmor Co. v. Joe Dirt, LLC, et al.	Hamilton County Court of Common Pleas	Pending	Contractor-subcontractor dispute
A1100664	Jerry Ritter Trucking v. Joe Dirt, LLC, et al.	Hamilton County Court of Common Pleas	Pending	Contractor-subcontractor dispute
A1100765	Fred Hensley v. City of Cincinnati, et al.	Hamilton County Court of Common Pleas	Pending	Property Damage
A1101080	Jermaine Slaughter v. City of Cincinnati, et al.	Hamilton County Court of Common Pleas	Settled	Personal Injury
A1105959	Rodney Simpson v. City of Cincinnati	Hamilton County Court of Common Pleas	Pending	Personnel matter
A1106795	Gayle Laterro, Executor v. City of Cincinnati	Hamilton County Court of Common Pleas	Pending	Property Damage

**Note:** None of the cases listed above involved action against GCWW's Customer Assistance or Billing Operations Sections.

## **Appendix E – Contract Performance Metrics**

Attached is a sample of performance against metrics set forth in a billing services contract.

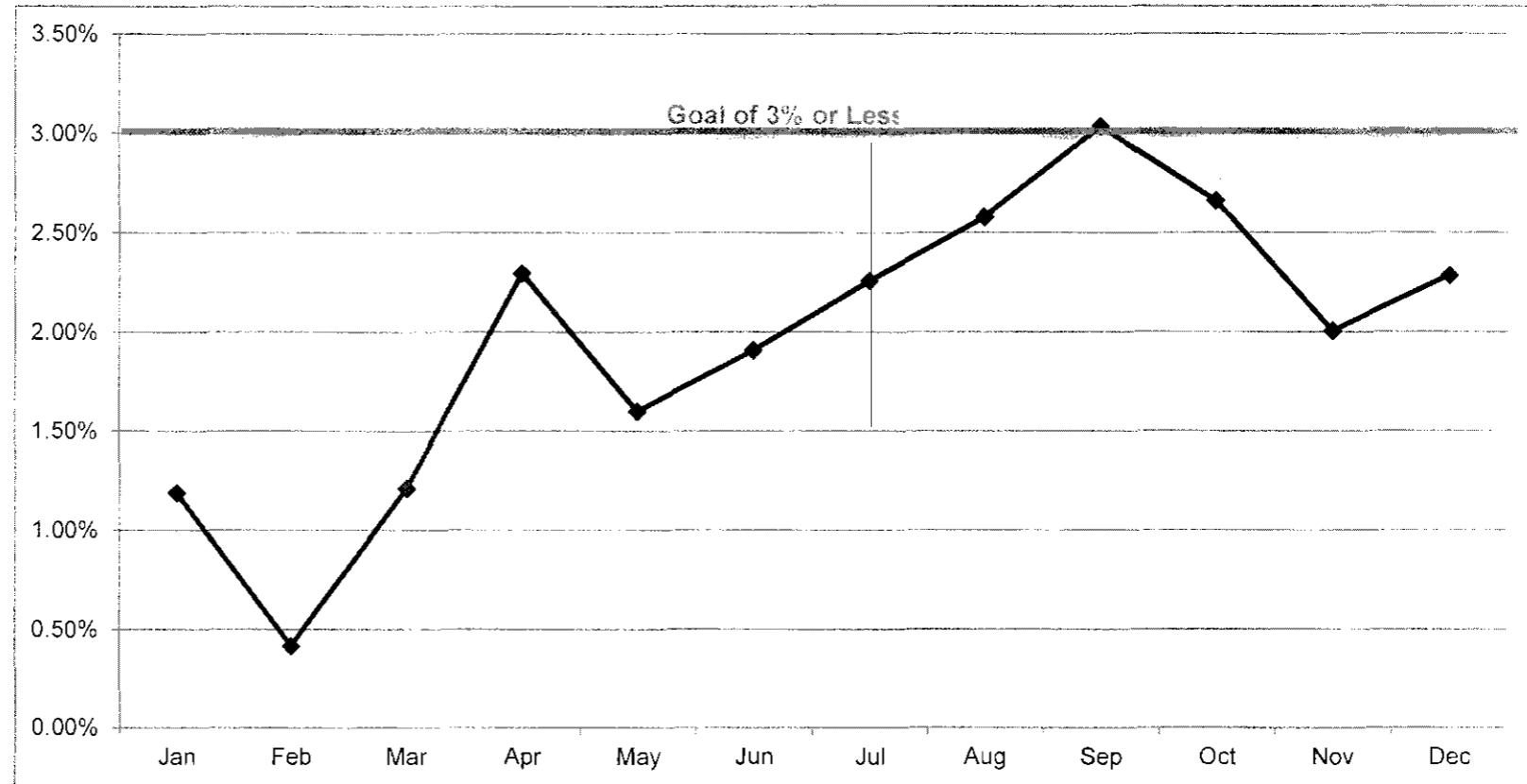
## Chart of Monthly Calls by Code



### Monthly Calls by Code Detail

Month	ACD Calls Answered	Event 1 Acct Info	Event 2 Serv Order	Event 3 Mtr Read	Event 4 DQ Collect	Event 5 Sewer Stormswr	Event 6 Water Quality	Event 7 Emergency	Event 8 Payments	Event 9 Special	Sum All Coded	% Coded
Jan-10	2695	1382	101	21	220	3	1	5	226	57	2016	74.8%
Feb-10	2645	1496	99	20	179	2	1	2	247	35	2081	78.7%
Mar-10	3470	1877	126	19	162	1	0	2	258	72	2517	72.5%
Apr-10	2962	1568	135	17	143	2	0	5	186	22	2078	70.2%
May-10	3125	1567	204	16	173	1	0	0	259	12	2232	71.4%
Jun-10	3353	1781	155	23	194	5	0	5	202	24	2389	71.2%
Jul-10	2967	1660	151	21	221	2	0	6	229	22	2312	77.9%
Aug-10	3104	1826	188	21	203	5	2	2	242	15	2504	80.7%
Sep-10	2902	1459	156	36	201	0	1	6	203	24	2086	71.9%
Oct-10	2857	1459	168	29	222	2	0	11	199	21	2111	73.9%
Nov-10	2691	1462	117	53	214	2	0	5	164	13	2030	75.4%
Dec-10	2451	1371	114	15	96	0	0	8	258	3	1865	76.1%
<b>Totals</b>	<b>35222</b>	<b>18908</b>	<b>1714</b>	<b>291</b>	<b>2228</b>	<b>25</b>	<b>5</b>	<b>57</b>	<b>2673</b>	<b>320</b>	<b>26221</b>	<b>0.7444495</b>

## Monthly % of Abandoned Calls





### Monthly % of Abandoned Calls & Profile Detail

Month	0-15 seconds	15-30 seconds	30-35 seconds	35-45 seconds	45-60 seconds	60-90 seconds	90-120 seconds	120-180 seconds	180-240 seconds	240 > seconds	Total Calls
<b>January-10</b>											
ACD Calls	1610	417	96	164	181	134	53	36	3	1	2695
Abandon Calls	16	6	1	4	2	1	1	1	0	0	32
<b>February-10</b>											
ACD Calls	2024	245	45	79	90	86	45	28	3	0	2645
Abandon Calls	7	2	1	0	0	0	1	0	0	0	11
<b>March-10</b>											
ACD Calls	2398	358	92	111	136	168	77	72	23	35	3470
Abandon Calls	22	8	2	0	1	3	2	0	1	3	42
<b>April-10</b>											
ACD Calls	1372	351	105	156	215	285	175	171	76	56	2962
Abandon Calls	28	7	2	4	3	3	2	8	5	6	68
<b>May-10</b>											
ACD Calls	1236	466	117	213	254	362	204	190	48	35	3125
Abandon Calls	15	9	3	5	4	5	4	3	1	1	50
<b>June-10</b>											
ACD Calls	1255	507	138	245	312	384	242	181	44	45	3353
Abandon Calls	21	11	3	2	3	9	2	10	0	3	64
<b>July-10</b>											
ACD Calls	1294	409	116	169	254	278	159	160	58	70	2967
Abandon Calls	20	13	3	4	4	7	4	8	1	3	67
<b>August-10</b>											
ACD Calls	1124	487	127	214	279	376	224	183	52	38	3104
Abandon Calls	27	15	5	4	6	11	6	4	1	1	80
<b>September-10</b>											
ACD Calls	1084	430	131	201	229	323	185	213	61	45	2902
Abandon Calls	31	17	3	7	8	6	3	9	1	3	88
<b>October-10</b>											
ACD Calls	1233	393	105	174	207	288	169	152	64	72	2857
Abandon Calls	33	11	2	3	4	7	3	4	4	5	76
<b>November-10</b>											
ACD Calls	1097	473	116	234	203	277	143	109	30	9	2691
Abandon Calls	24	13	2	4	0	3	3	2	3	2	54
*Note: 2 abandon were from Nov 22 weekend day											
<b>December-10</b>											
ACD Calls	1317	348	69	103	145	218	97	74	38	42	2451
Abandon Calls	25	11	3	3	3	3	2	3	0	6	56
**Note: 3 abandon were from 3 non-working days											

## Appendix F – Testing Strategies

For several years, GCWW has used an automated testing tool (HP's Quality Center) to manage the application testing process to verify that requirements are properly implemented and functioning. Projects that have benefitted from the use of Quality Center are: multiple billing system upgrades, expansion to include Butler County, customer contact center upgrades, electronic billing and payments, bad debt module, field work scheduling and meter reading software improvements.

HP Quality Center helps GCWW to organize, manage and track all phases of the application testing process as follows:

- Specify Releases and Cycles - define releases and cycles for a particular project. This means that when GCWW upgrades their CIS, any LFUCG requirements will be incorporated into the upgrade release, as desired.
- Specify Requirements - define requirements, view and modify requirements, convert requirements to tests, and track project progress.
- Plan Tests - create a test plan tree, design test steps, copy test steps and link tests to the requirements. The test plan also includes the expected result for the test.
- Running Tests – organize test sets, perform test runs and analyze the results of these runs.
- Adding and Tracking Defects - add new defects that were detected, search for similar defects, update defects, link defects to tests and trace changes. Attachments can also accompany the defect.
- Alerting on Changes –create alerts automatically and send an email notification when certain changes occur. This enables GCWW to can keep track of changes made to your requirements, tests, and defects as project testing is performed.
- Analyzing the Testing Process – monitor the testing process by creating reports and graphs to assist with decisions about application readiness.
- Customizing Projects – set up project users, and create project fields and lists.
- Status reporting – for testing, requirements, defects/issues or change requests

GCWW has dedicated functional team members who are thoroughly trained and use this tool on a regular basis to successfully complete their work assignments. As additional testers are needed for a project, they are trained quickly - using established procedure and practices. Presently, there are 15 people trained in Quality Center as testers.

This tool is also used by GCWW to track change requests for the billing system and interfaces. A change request is logged into Quality Center by the support staff or any one of 10 functional/technical team members. The Change Advisory Board meets bi-weekly on these requests and assigns a technical and functional resource if needed. All follow-up, research and/or development are entered into the defects area of Quality Center.

When a change request is created it defaults to a status of "New." Upon assignment, the status is changed to "Open." When code changes are made and the item is

ready for testing, the status is changed to "Dropped." The status is changed to "Tested-OK" after the code is thoroughly tested and all test scripts are passing. Once the new code is put into production from the test side, the status is changed to "Fixed."

This approach to testing ensures traceability of functional requirements into a successful implementation of the software. It also ensures good version control, so that changes in one version are automatically incorporated into the testing of the next version.

## **Appendix G – GCWW Information**

- IT Certifications
- Other Staff Credentials
- Credit Rating with Moody's Investor Services and Standard & Poor's
- Recommendation Letter
- GCWW Fact Sheet
- AMWA Platinum Award Announcement & Application
- Annual Report
- Major Customer Service Enhancements and Client Service Activities

## **GCWW Staff Technology Education and Credentials**

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### Associate's Degree

- Computer Programming*
- Information Systems*

### Bachelors of Science

- Mathematics and Computer Science*
- Computer Science*
- Information Systems*
- Information Technology*

### Masters of Science Coursework, Computer Science

### Oracle

- Oracle Certified Internet Application Developer Certification*
- Oracle SQL and PL/SQL training*
- Oracle Developer Foundation Training*
- Oracle Forms 1 Training*
- Oracle Forms 2 Training*
- Oracle Reports Training*
- Oracle New Features Training*
- Oracle 10g New Features for Developers*
- Oracle 9i/10g Forms and Reports New Features*
- Oracle 9i: Build J2EE Applications*
- Enterprise Oracle DBA Part 1A Architecture & Administrator*

### Fundamentals of HP UNIX training

### Aspect

- Aspect Unified Command and Control Real-Time Reporting Essentials Training*
- Aspect Unified IP Historical Reporting Essentials Training*
- Aspect Unified IP Systems Training*
- Aspect Unified IP Quality Management Training*
- Aspect PerformanceEdge Performance Management Administration Training*

### Project Management

- Project Management - University Level Courses*
- Fundamentals of Project Management Training*
- GEAE Project Management*

### Java Programming

### Data Warehouse Modeling

- IBM Certified Specialist -- DB2 UDB V6/V7 User*
- IBM Certified Specialist -- DB2 UDB V6/V7 Database Administrator*
- Data Modeling & Database Design with Erwin*
- GEAE Six Sigma Training*
- Software School, MCSE Classes*
- Indus Customer Suite 4.0*

### ITIL

- ITIL V3 Foundation, MAX Technical Training*
- ITIL V3 Foundation*
- ITIL Advanced Service Operation Training, MAX Technical Training*
- ITIL Advanced Service Transition Training, MAX Technical Training*

### Mercury Test Director

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## Greater Cincinnati Water Works Other Staff Credentials

GCWW has a strong commitment to ongoing training and staff development. The following highlights this commitment.

GCWW emphasizes skill enhancement and professional development by providing extensive and varied training offerings in order for all employees to meet a 40hour annual training commitment. New employees typically participate in 150 – 180 hours of training within their first year. Two of our Senior CSR's are dedicated to training development and delivery for our Contact Center staff, allowing us to enhance knowledge through continuous education/recurrent training.

GCWW Billing Operations is staffed by 6 Senior Customer Service Representatives responsible for collections and bankruptcies, in high volume. They are all veteran employees ranging in experience from 6 to 22 years experience with GCWW. Six Accounting Techs handle a full range of adjustments, resets and exceptions for more than 240,000 GCWW accounts, as well as the municipalities for which we provide billing services.

GCWW's Contact Center staff of 38 combined frontline and Senior Customer Service Representatives represents collective contact center knowledge and experience serving 12 different municipal utilities. The range of staff billing experience extends from waste collection only to full service water, sewer, storm water and waste collection bill interpretation, billing adjustments, payment arrangements and related services. Contact Center staff members are regularly trained on systems, process improvements and procedures as part of a recurrent training plan. Contact Center has full capacity training team & necessary tools for instructor led as well as online training development & delivery.

GCWW's Customer Service training program, focused on "Fulfilling the Customer Service Commitment" was developed in partnership with NorthStar Consulting and delivered to GCWW's Contact Center Reps over an eight month period in 2010. The curriculum was tailored to CSR staff needs, designed for relevancy and optimal impact. Twelve highly interactive 2 hour sessions were co-facilitated by an external consultant and a GCWW Supervisor or Senior CRR and emphasized: GCWW's Customer Service Vision, Meeting the Customer Personal and Business Needs, Empathy and Listening, Service Recovery and Managing Difficult Customers and Problem Solving : Provide training designed to ensure agent ability to deliver the Call Center Customer Commitment to "Be the Standard for Excellence in Customer Service". Our Customer Service training continues to be planned strategically based on staffing changes or targeted customer service needs.

From the Business Courier:

<http://www.bizjournals.com/cincinnati/news/2011/07/22/cincinnati-water-works-lands-high.html>

# Cincinnati Water Works lands high marks from Moody's, S&P

**Business Courier**

Date: Friday, July 22, 2011, 12:02pm EDT

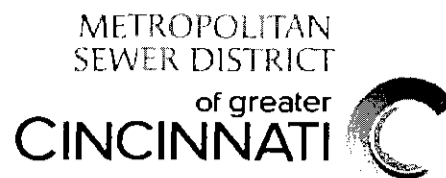
Greater Cincinnati Water Works has received high ratings from both **Moody's Investors Service** and **Standard & Poor's**.

Water Works' long-term credit was given an "Aaa" rating from Moody's and "AAA" rating from S&P, according to a new release. The triple-A is the highest rating for a municipal water utility, and ratings are based on financial strength, possible future risk and potential outside support during financial distress, among other factors.

"These ratings are an endorsement of GCWW's fiscal governance," says Biju George, interim director of Greater Cincinnati Water Works. "The ratings agencies have confidence in our financial management processes and in our ability to sustain our finances long-term."

Water Works' broad service area, regular rate increases and diversity of revenue sources were also listed as strengths, according to the release.

Greater Cincinnati Water Works provides water to more than 1.1 million people in Hamilton, Butler, Warren, Clermont and Boone counties.



November 22, 2011

Mr. Todd Slatin  
Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 E. Main Street  
Lexington, KY 40507

Dear Mr. Slatin:

It is with great pleasure that the Metropolitan Sewer District writes this reference letter to support the proposal of GCWW to provide the billing, collections and contact center services for the Lexington Fayette Urban County Government.

The Metropolitan Sewer District of Greater Cincinnati is a publicly operated wastewater utility with a ratepayer base of approximately 230,000 residential and commercial users. The Board of County Commissioners of Hamilton County created MSD in 1968. During that time, they established a 50-year contractual arrangement with the City of Cincinnati for the management of MSD's daily operations and sustainability, thereby creating a strong long-standing history of public-to-public partnership with the Greater Cincinnati Water Works.

The Greater Cincinnati Water Works has been the billing agent for the Metropolitan Sewer District for numerous years. Sewer charges are based on water consumption. One meter reading produces charges for both services, thereby creating a natural partnership. The Stormwater Management Utility is also operated by MSD. When the City of Cincinnati began billing for stormwater services in 1997, we expanded our partnership to include the stormwater utility charges to the GCWW utility bill as well.

This partnership provides for shared services for meter readings to generate accurate and timely utility billings, customer contact to address questions or concerns, and the use of the latest technology to provide outstanding billing and customer service and billing. These services are provided at an affordable rate in a very professional manner.



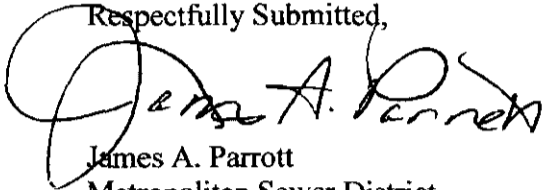
1600 Gest Street • Cincinnati, Ohio 45204  
P 513 244 1300 • F 513 244 1300



The departments work very close together to identify workflows or operations to enhance efficiencies and explore the use of the latest or emerging technologies that can be used to provide enhanced services to our customers and the community we serve. GCWW employees know and understand our work rules and billing rate structure. The trained professionals and dedicated staff at GCWW do an outstanding job of assisting our customers with questions or concerns.

In closing, this long-standing partnership has been very beneficial to us and I highly recommend GCWW for this project.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "James A. Parrott". The signature is fluid and cursive, with a large initial "J" and "P".

James A. Parrott  
Metropolitan Sewer District  
Executive Director



## Greater Cincinnati Water Works Statistics

- On average, 133 million gallons of water were pumped each day in 2010. Total treatment capacity is 280 million gallons a day.
- GCWW supplies water from two sources, the Ohio River, which supplies about 88% of GCWW's drinking water, and the Great Miami Aquifer.
- More than 60 billion gallons of water in the Ohio River flow past Cincinnati each day - - GCWW pumps and treats just 0.16% of that water.
- GCWW's service area is over 811 square miles and includes parts of Hamilton, Butler, Warren and Clermont counties in Ohio and Boone County Kentucky. The City of Cincinnati is 78 square miles – less than 10% of GCWW's total service area.
- GCWW's distribution system includes more than 3,100 miles of water mains (enough to stretch from Boston to San Diego), 32,290 fire hydrants, and 33,699 valves.
- Along with water mains, the total water system includes 2 treatment plants, 24 pump stations to lift the water up the hills, 33 elevated tanks and reservoirs.
- GCWW spends on average approximately \$60 million annually on capital asset replacement and maintenance.
- GCWW's bond rating is AAA from S & P and Aaa from Moody's
- GCWW is not tax supported.

### MISSION

*To provide customers within our regional communities a plentiful supply of the highest quality water and excellent services.*

### VISION

*We will be the standard of excellence in water and service delivery to contribute towards the competitive advantage of the region.*



## 2011 AMWA AWARD WINNERS

Twelve public drinking water systems were honored with AMWA's top utility management awards at the association's 2011 Annual Meeting in Newport, R.I.

Winners of the 2011 AMWA Platinum Awards for Utility Excellence were:

**Beaufort-Jasper Water & Sewer Authority**  
**Greater Cincinnati Water Works**  
**Jordan Valley Water Conservancy District**  
**Minneapolis Water Works**  
**City of North Las Vegas Utilities Department**  
**Orange Water and Sewer Authority**  
**City of Riverside Public Utilities**  
**City of Tempe Water Utilities Department**  
**Washington Suburban Sanitary Commission**

AMWA's 2011 Gold Awards for Exceptional Utility Performance were presented to:

**Arlington Water Utilities**  
**South Central Connecticut Regional Water Authority**  
**WaterOne**

### Platinum Award Winners

**Beaufort-Jasper Water and Sewer Authority** (BJWSA) shifted its capital program from one driven by growth to one focused on renewal and replacement, accomplished major debt restructuring for significant savings, reduced staff by attrition, and restructured operations and consolidated major facilities for significant savings. The utility acquired the assets and a fifty-year franchise for utility service on the four military bases in its service area. BJWSA's integrated water resources plan focuses the utility on an ambitious demand management program, major efforts in source water protection and significant increases in the reclamation and reuse of its wastewater effluent.

**Greater Cincinnati Water Works** (GCWW) began construction in 2010 on a 240-mgd ultraviolet treatment facility. When the facility becomes operational, GCWW will be the largest water utility in North America to use UV disinfection following sand filtration and granular activated carbon adsorption. In 2009, Standard & Poor's upgraded the

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utility's bond rating to AAA, and in 2010, Moody's elevated its rating to Aaa, placing GCWW among the elite water utilities in America holding twin AAA ratings. The U.S. Environmental Protection Agency selected the utility to partner in its Water Security Initiative, which allows GCWW to proactively detect and respond to potential water contamination events.

**Jordan Valley Water Conservancy District** implemented sound financial management practices that yielded improved bond credit ratings and successful funding of an aggressive capital improvements program. Broad stakeholder involvement brought extensive community support in creating the Conservation Garden Park and Education Center and development of one of the nation's largest groundwater remediation and potable water supply projects. Water demand management programs resulted in an 18 percent reduction in per capita water use. Safety incident rates were improved, and aggressive water quality goals are consistently reached. Asset management and best management practices provide efficient maintenance of infrastructure capacity and service levels.

**Minneapolis Water Works (MWW)** has improved its product quality, customer service, product cost and staff development. An ambitious project to optimize the lime softening process, along with a laboratory opened to reassess methods, allowed MWW to significantly improve its water quality. Its centralized call center can track, interpret and give results providing information needed to improve customer service. For financial viability, expenses were reduced to match the loss in revenue due to decreased sales caused by water conservation. An improved forecasting tool was developed that allows prediction of future revenues, and an expended capital program will provide additional infrastructure stability.

**City of North Las Vegas Utilities Department** improvements include an automated payment system for increased customer convenience, infrastructure improvements based upon planning projections, and capacity analyses and maintenance surveys. Recent completion of a Membrane Bio-Reactor Water Reclamation Facility eliminates reliance on other agencies, provides a more stable rate structure for customers and enhances local

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water supply stewardship through higher levels of treatment. To optimize efficiency, an automated meter reading system was implemented, infrastructure models were updated and the GIS and asset management systems were enhanced. The Utilities Department is increasing citizen knowledge via outreach programs and is participating in an aquifer recovery program.

While **Orange Water and Sewer Authority's** (OWASA) customer base grew 3.6 percent in the last five years, water demand dropped 18 percent. Conservation initiatives included increasing block water rates, public information, mandatory year-round conservation standards, and a reclaimed water system that will meet about 12 percent of the community's overall water demand. OWASA reduced its workforce by 15 percent without affecting service quality through reorganization, greater use of technology, and a more highly trained and flexible workforce. Financial reserves grew to over \$20 million and the debt service coverage ratio improved to over 2.0.

**Riverside Public Utilities'** (RPU) strong local partnerships create new opportunities in water supply, conservation and watershed management while maximizing regional efficiencies. Open communication fosters stakeholder support and builds collaborative relationships to help ensure a safe and reliable water supply for future generations. The utility's proactive approach to groundwater management through the development of an integrated water management plan is consistent with its reputation as an innovator. Prudent fiscal management can be credited for RPU's Water Division upgrade to an AAA credit rating by Standard and Poor's. This strong financial position is in line with both the utility's short and long-term goals of protecting its financial health.

**City of Tempe Water Utilities Division** (WUD) piloted an organization-wide management initiative elevating its strategic planning efforts to new levels. The 4D operating system became the foundation of a participatory and collaborative learning and improvement environment and empowered WUD to effectively execute top-priority business and process improvements. Continuous strategic planning became an integral part of the utility culture and positively impacted various utility operations in providing

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clean, safe drinking water; collecting and safely treating wastewater; creating and maintaining a sustainable environment; maintaining competitive user rates; and providing a superior level of customer service. Emphasis was placed on efficiency, cost-effectiveness and energy conservation.

The **Washington Suburban Sanitary Commission (WSSC)** plans to replace 41 miles of water pipe in FY2012, and formed a Bi-County Working Group to assess funding alternatives. The utility established five asset management plans and uses acoustic fiber optics to monitor large prestressed concrete cylinder pipe transmission lines for signs of weakness. Sustainability is clearly demonstrated in issues related to water supply, green and efficient acquisition of energy, reduction of greenhouse gas and community outreach and education. Its Potomac Water Filtration Plant has the largest active UV disinfection system in the country. And, WSSC was one of the first utilities to have its own smart phone “app.”

#### **Gold Award Winners**

**Arlington Water Utilities (AWU)** places an emphasis on long-term financial stability and managing assets through continuous process improvements. The utility works closely with the community to strengthen its commitment to environmental issues through collaborative outreach projects such as the Lake Arlington Master Plan, developed in collaborative effort with stakeholders to protect the ecology and water quality of the area for decades to come. AWU has initiatives such as the online water quality monitoring project, which provides the city with the dual benefits of water quality monitoring and a more timely detection and response to drinking water contamination incidents from both operational and intentional sources.

The **South Central Connecticut Regional Water Authority (RWA)** is achieving its mission to provide high quality water and service at reasonable cost while advancing watershed land conservation in the face of sharply reduced industrial water needs and gradually declining residential demand. Its strategic plan transforms its culture to greater agility and efficiency. RWA customers enjoy water that surpasses state and federal

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standards, and the utility is committed to assiduous maintenance of its infrastructure. Systems, such as supervisory control and data acquisition and hydraulic modeling, and the Incident Management plan, which encompasses hazard-specific emergency response and recovery plans, document institutional knowledge and buffer employee attrition.

At **WaterOne** (Water District No. 1 of Johnson County), completion of a state-of-the-art treatment facility and laboratory in 2010 positions the utility to meet the needs of current and future customers. Attention to operational optimization and efficient use of resources is seen in innovative energy savings software and unique pipe-bursting equipment to replace water mains. The success of WaterOne's strong concentration on training, wellness and safety results in a healthier work force and advancement of its employees. Through careful financial planning and fiscal responsibility, WaterOne enjoys support from ratepayers for new projects and has been awarded high bond ratings.

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G R E A T E R C I N C I N N A T I  
**W A T E R W O R K S**



2011

Platinum Award for Utility Excellence





## 1. MISSION, VISION & VALUE STATEMENTS

**Our Mission-** To provide our customers with a plentiful supply of the highest quality water and outstanding services in a financially responsible manner

**Our Vision-** Greater Cincinnati Water Works will be the standard for excellence in the water utility industry

**Our Values-** Above all, the Greater Cincinnati Water Works values our customers; they are the sole reason we exist. Anticipating and exceeding their expectations guides our strategic planning, drives our decision making and prioritizes our actions. To that end, we recognize that successful customer relationships directly depend on our employees. The people who work here are the Greater Cincinnati Water Works, and we value their loyalty, contributions, accomplishments, and their dedication to our customers. Greater Cincinnati Water Works employees, in turn, commit themselves to the following values that will enable us to realize our vision - to be the standard of excellence in the water utility industry.

- ◆ Quality Drinking Water
- ◆ Involvement in the Community
- ◆ Innovation and Creativity
- ◆ Integrity and Professionalism
- ◆ The Environment
- ◆ Efficiency and Cost Effectiveness

## 2. KEY TO MANAGEMENT SUCCESS: STRATEGIC BUSINESS PLANNING

Since 1995, Greater Cincinnati Water Works (GCWW) has used strategic business planning to take a long-term view of the utility's goals and operations and to determine strategies and objectives that support the overall mission and vision. Over the years, strategic planning has helped explain the utility's goals to employees and stakeholders, as well as stimulated change and started improvement efforts throughout the organization.

GCWW has just completed its fourth strategic business plan. This plan covers Fiscal Years 2012-2014 and serves as a roadmap for the next three years. The plan outlines the Mission, Vision and Values along with the Goals, Strategies, and Action items to continue to move the utility forward. A Strategic Development Team comprised of senior management, middle management and union members created the plan. Engagement exercises were held so all employees could participate and provide feedback. A SWOT analysis was initially done to assess the current conditions, strengths, weaknesses, opportunities, and threats to the utility. Existing business drivers (underlying causes and effects) were then reviewed to determine their impact on new strategic initiatives. All strategic initiatives were then aligned with the "Ten Attributes of Effectively-Managed Water Sector Utilities" and the balanced scorecard. A systematic approach was used to prioritize the strategic initiatives, further develop divisional budgets and resource plans and identify performance measures for the initiatives. The strategic plan development process also identified new ways to communicate, new methodologies to manage organizational change, and new ways to engage employees in improvement efforts.

Monthly meetings are now held with senior management to review the status of the strategic planning efforts and initiatives, as well as to update performance measures pertaining to strategic initiatives.



### 3. KEY TO MANAGEMENT SUCCESS: PERFORMANCE MEASUREMENT

Since 2004, GCWW has used strategic performance measures in making management and operational improvement efforts. In 2009, GCWW implemented a new software system for tracking and reporting performance measures. Operational and strategic performance measures were evaluated and updated to represent the desired outcome of day-to-day tasks and strategic choices made by the organization. Senior management reviews divisional and departmental dashboards every month to check on the health of the utility, to improve key areas, and to strategize on future endeavors.

All measures are aligned within the organization using the balanced scorecard. The balanced scorecard helps GCWW align strategic and operational activities to the mission, vision and goals of the organization, improve internal and external communications, and monitor organization performance against strategic goals. Senior management and section leads within each division regularly access the performance measurement system to review key indicators and make operational changes, if needed. All operational measures are aligned within the performance measurement system and are linked to support strategic measures for the organization. Since the 2012-2014 strategic business plan was recently completed and identifies new strategic initiatives, GCWW is revisiting the measures to determine what updates are needed to align with this new strategic business plan. GCWW will further incorporate the 22 key performance indicators for water and wastewater utilities from the AWWA/WEF QualServe Benchmarking Program along with other suggested performance measures outlined in "Effective Utility Management: A Primer for Water and Wastewater Utilities."

### 4. KEY TO MANAGEMENT SUCCESS: CONTINUAL IMPROVEMENT MANAGEMENT FRAMEWORK

For more than 10 years, succession planning and aging workforce have been key topics in the utility industry. Responding to this need, GCWW embarked on an initiative called WKRP - Workforce Knowledge Retention Project. One element of this project was to capture Standard Operating Procedures (SOPs) across the department. A key benefit of this initiative was capturing the institutional knowledge held only in the minds of many legacy employees, who will soon retire. Many infrequent but important processes were also documented and catalogued. GCWW now has a central repository for all that knowledge. After validation by an approval process, the SOPs are linked to positions in the chain of command where that process lies.

For many years, GCWW has networked regularly with other publicly-owned water utilities to answer questions, review day-to-day experiences, and to share best operating practices for running a utility. To date, this group includes 14 utilities, and has evolved from its early focus on water supply and engineering issues to all aspects of water utility operations and management. Questions and answers collected over the last 17 years have been compiled into a searchable Knowledge Database to make this valuable information accessible to all GCWW employees. GCWW views this workshop membership as a way to continually network with other utilities experiencing many of the same issues and to help stay current on trends and new practices and techniques in the industry.

In 2008, 60 GCWW project managers attended a formal Project Management training course based upon the principles of the Project Management Institute. As part of the training, project management experts from other water utilities and consultants also shared their companies' project management practices. From this training, GCWW developed its own project management system in order to insure consistency and proper project management practices throughout the organization. The project management system includes project chartering, business case development, project plans, and stage gates throughout the life cycle of the project. Project reporting tools and performance measures are also part of the new project management system. GCWW has already seen many benefits from employing successful project management practices across the organization.



Two years ago, GCWW migrated all enterprise documents from our old Curator system to a new OnBase product. In all, 1.4 million documents were transferred during the one year conversion. The new tool allows for easier saving and retrieving of documents and much better querying and tracking. Now, GCWW is developing e-forms, which will allow for greater tracking capability and an electronic workflow of internal forms throughout the department. OnBase integrates well with SharePoint, which is fast becoming GCWW's tool of choice for work groups and projects.

#### 5. ATTRIBUTE - PRODUCT QUALITY

Our water quality meets or exceeds all local, state, and federal safe drinking water standards and operating permits. GCWW staff optimizes both product and service quality on a continuous basis. Annually, we perform well over 221,000 analyses to ensure that the water quality throughout our system is of the highest standard. In fact, almost 80% of our customers rate our quality as very good or excellent. GCWW has achieved and maintained superior product quality by using strategic initiatives which focus on active participation in the regulatory process, proactive applied research, and partnerships with other organizations and regulators. GCWW has established performance measures for a variety of products and services, which are regularly reviewed. Goals have been set for each measure and specific actions are taken if the measures fall outside established criteria. In addition, GCWW seeks input from independent external advisory groups on water quality initiatives and projects. One such group is an independent committee made up of professionals from various scientific and engineering disciplines. The role of the committee is to facilitate discussion of water issues associated with GCWW from source water to the customer's tap.

GCWW is in the process of installing a 240-mgd UV disinfection treatment facility as an added inactivation barrier against emerging microbes. We are the first utility in the nation to design and implement a UV facility for 4-log (99.99%) Cryptosporidium inactivation. Moreover, when the facility is operational in 2013, GCWW will be the largest water utility in all of North America to use UV disinfection, post sand filtration, with granular activated carbon (GAC) adsorption.

As a charter member of the Partnership for Safe Water for Distribution Systems, we strive to maintain the integrity of our water quality. To assure water quality at the tap, GCWW has online monitors at storage facilities and pumping stations. SCADA is set up to display hydraulic detention time, water level and free chlorine residual at each facility. A daily report on water quality in the distribution system is prepared and distributed for review.

GCWW also recently developed an "All-Pipes" distribution system model for both hydraulic and water quality parameters—pressure, flow, source of water, age, free chlorine residual and THMs. We run the model under current and future operations to identify areas with water quality concerns, to test what-if scenarios, and to develop both temporary and permanent solutions for operational changes and capital improvement projects. We also use the model to select locations for our contamination warning system. Under emergency conditions, including intentional and unintentional contamination, the model can be used to diagnose incidents, to plan response, and to ensure safe drinking water to our customers.

GCWW is very involved with the Water Research Foundation and has participated in numerous studies. Currently, we are Principal Investigators for two water quality studies; "Evaluation of Granular Activated Carbon Filter Caps for Control of Disinfection By-Product Precursors and Trace Organic Contaminants", and



GCWW is implementing a 240-mgd UV treatment facility

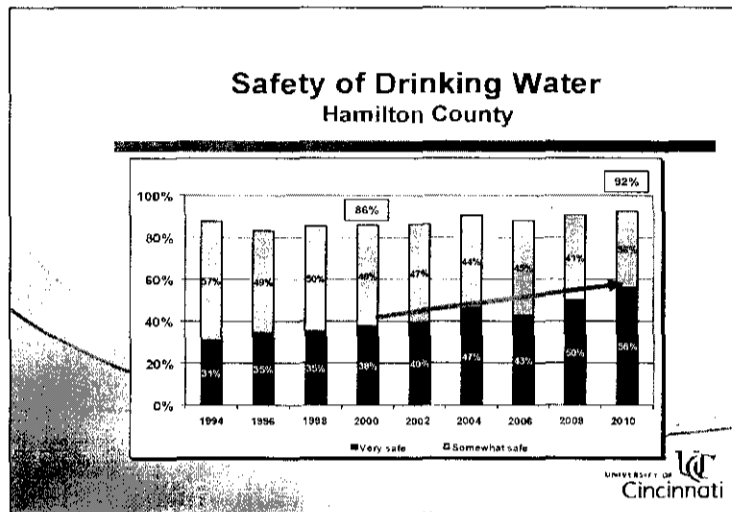


“New Concepts of UV/H<sub>2</sub>O<sub>2</sub> oxidation”. Our research findings have been shared nationally and internationally through presentations and publications.

6. ATTRIBUTE – CUSTOMER SATISFACTION

GCWW serves approximately 1.1 million people in the Greater Cincinnati area. To understand our customers’ service level expectations, GCWW routinely participates in the Greater Cincinnati Survey (GCS) conducted by the University of Cincinnati Institute for Policy Research (IPR). GCWW initially participated in the survey in 1991 and now participates every two years. Many of the questions have been asked since the initial survey, allowing GCWW to track changing customer expectations and levels of satisfaction for almost 20 years. In the most recent survey (Spring 2010), a random sample of 1,045 GCWW customers were interviewed. Customers were asked to provide feedback on a wide variety of topics including: the most important service GCWW should provide, water quality, customer service, pricing and payments, internet access, increased environmental protection and service interruption.

Recent results show that our customers believe the most important thing GCWW should provide is high quality, safe water. Ninety-two percent (92%) said that the water provided by GCWW is safe to drink. Seventy-six percent (76%) rated the quality of their drinking water as “Excellent” or “Good”. Overall, 58% are willing to pay more for improved water quality. Following water quality, the cost of service is most important. Eighty percent (80%) of customers indicated that they receive good value for the money they pay for their water service. Customer service ranks next highest in priority. Ninety percent (90%) of customers reported satisfaction with the way GCWW handles problems or questions. The survey identified changes in the way our customers want to interact with GCWW. More than half (57%) of customers with internet access are likely to get GCWW information via the internet. Fifty-three percent (53%) with internet access would sign up to receive their water bill on-line and over half (59%) say they are likely to pay their bill on-line.

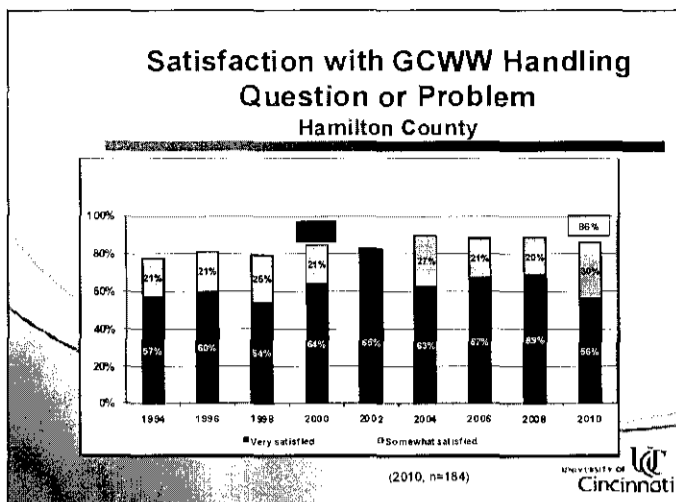


Feedback from the GCS guides GCWW’s decision making in terms of continual improvement. With regard to our customers’ number one priority of water quality, GCWW is in the process of implementing UV disinfection. To address our customers’ expectations for enhanced customer service, a Customer Contact Center Technology Enhancement project is currently underway. The project will deliver additional communication channels, including web-chat as well as additional self-service options and streamlined business processes for increased ease and efficiency. Enhancements to our internet services are also currently underway. In 2010, GCWW implemented electronic bill presentment. In addition to viewing the customer e-bill, GCWW customers are now able to make a one-time, scheduled, or recurring payment via a new automated clearing house (ACH) payment option. From August through the end of 2010, a total of 3,886 customers requested electronic bill activation and 104,698 e-bill and ACH payment transactions occurred totaling \$17.8 million. Also in July 2010, GCWW implemented a monthly billing program to assist customers in need. In the fall of 2011, GCWW will begin working on additional on-line and customer self-service options to further enhance our customers’ on-line experience.

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In addition to the extensive and highly structured GCS, GCWW routinely solicits customer feedback through two additional customer surveys focused on areas with high levels of direct customer interaction. The Customer Water Quality Survey is mailed to all customers who have contacted GCWW with a water quality concern that prompted a GCWW site investigation. Since 2000, about 86% of the respondents to the survey were satisfied with GCWW handling their question or problem. The Distribution Division Survey is delivered to 10% of the customers with whom GCWW has had direct contact in the field. GCWW consistently receives high marks for professionalism, courtesy and problem solving skills. Both of these surveys allow GCWW to continually monitor, measure and improve our customer service delivery and are an integral part of our overall mission to deliver superior service.



As part of the Customer Contact Center Enhancement project, GCWW will implement a customer satisfaction survey through all communication channels: phone, e-mail, web-chat. This new survey is designed to evaluate customer satisfaction on timeliness of service, resolution, interaction quality and overall satisfaction with GCWW services. The survey results will be monitored on a daily basis to address immediate customer concerns and on a long-term basis to evaluate customer satisfaction trends and identify areas for potential improvement.

7. ATTRIBUTE – EMPLOYEE & LEADERSHIP DEVELOPMENT

GCWW believes in developing all employees, but the development of strong leadership is especially vital to continued growth and improvement as an organization. Since 2001, GCWW has enrolled 21 employees in the University of North Carolina’s Water and Wastewater Leadership Program. This intensive 12-day training program has benefitted GCWW by exposing most upper management to what is considered one of the finest water and wastewater management training programs available. The focus on professional as well as personal development, strategic leadership, change management, business culture, industry analysis, and peer networking has strengthened our upper management team.

In addition to executive level training, GCWW has developed its own comprehensive managerial/supervisor training program called “Lessons for Success”. More than 60 GCWW employees have benefitted from this program. Each year, newly promoted or hired supervisors/managers participate in the 10-module program designed to encourage a culture that values GCWW’s managerial core competencies, that practices effective supervisory skills, and develops leadership skills. Further objectives are to promote a coaching and participative style of management, to provide a training atmosphere designed to encourage teamwork, trust and mutual support, and to regularly reinforce the skills learned. The program lasts the better part of a year in order to give trainees time to implement lessons learned at each session. The sessions are lead by a combination of consultants and City/GCWW HR experts, and are kicked off and closed by the GCWW Director. Feedback from participants over the years has been extremely positive and a positive shift in managerial culture is evident throughout the organization.

For many years, GCWW has shared its expertise in the water industry with both its own employees and others in the region by offering classes in Water Treatment. Taught by our own experts, these classes are approved

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by the Ohio EPA and can be credited toward required contact hours in either Water Supply or Water Distribution. In addition, the classes are geared toward preparation for the Ohio Operator Class I, II or III license examination. GCWW opens the classes to all employees and to other water professionals in the region. Students and employees from other Ohio counties and utilities have participated in these 15-week sessions. These courses provide individuals with important background knowledge in applied chemistry, microbiology, physics, theory of operation, unit process descriptions, SOPs and operator responsibilities relative to working at a water treatment plant. Best of all, this learning opportunity is free of charge to all who enroll. GCWW's Classes in Water Treatment program is a good example of GCWW developing its own employees and acting as a water industry leader in the region.

For more than a decade, the City of Cincinnati has offered a tuition reimbursement program to all City employees, which is funded by each department. GCWW employees have taken full advantage of this educational opportunity. The program allows for up to 6 credit hours per academic session at an accredited college or university. The tuition is reimbursed at 100% if the student receives an "A", 80% if the student receives a "B" and 60% for a "C". Since 2005, 57 GCWW employees have successfully completed college coursework and thereby increased their opportunities for promotion. The cost to GCWW for this program has been nearly \$256,000 during this time, and the investment in "human capital" has been a win-win for both employees and the organization.

#### 8. ATTRIBUTE - OPERATIONAL OPTIMIZATION

GCWW optimization strategies are focused on streamlining business processes and providing technology applications to support GCWW operations, employees, and customer needs. Through the development and update of strategic plans for business and IT needs, strategies have been identified and outlined for enterprise-wide initiatives and continued investments in optimization technologies. Information is documented through numerous IT interfaces and databases to provide easy access to plans, procedures, and historical information for current and future staff use. Together, these systems have allowed GCWW to increase work process efficiency and maximize the output of existing assets to continually improve operations and reduce costs.

As part of a multi-year SCADA system master plan, GCWW recently completed a project to upgrade the SCADA system with a new user interface. The new system allows for browser-based access and contains an extremely powerful trending and data management package. Using these enhanced tools has allowed employees in operations, water quality, distribution, and engineering to access real-time system information, resulting in quicker analysis and decision-making. GCWW maintains an increasing number of on-line water quality monitors within the distribution system, which have been instrumental in optimizing tank turnover and system chlorine levels, as well as acting as indicators for source water tracing and water age.

GCWW's energy management program was optimized in 2010 through new agreements for real-time electrical purchases. GCWW now purchases electricity at current market pricing and estimated hourly system megawatt usage is submitted on a day-ahead schedule. Through diligent SCADA monitoring of the system tank elevations, water usage, and weather conditions, the actual energy usage is carefully managed. The new real-time energy program has resulted in over \$1.0 million in annual savings. A recent addition to our energy strategy has been the purchase of a base 10 megawatt per hour load for 2011. This will help protect GCWW against spikes in electrical generation prices, which may be more volatile under future conditions. Continuing to optimize our familiar on/off peak pumping schedule is still very beneficial considering day-ahead pricing trends and the electrical distribution demand charges.



Treatment plant and field operations continue to be enhanced. An example is GCWW's on-site carbon regeneration facility. GCWW made a major change in the operating protocol by switching to seasonal reactivation of granular activated carbon, making better use of carbon conditions for disinfection by-product control and resulting in over \$500,000 per year savings in operating costs. More effective use of laboratory instrumentation and implementation of a laboratory information management system (LIMS) have reduced service costs and increased analytical efficiencies. Through the use of GCWW's computerized maintenance management system (CMMS), the Supply Division now completes 98% of its preventative maintenance tasks. This success rate, coupled with improvements in tracking work hours, has reduced reactive work and equipment downtime. Predictive tools, such as thermography, power quality monitoring, and vibration analysis, continue to be developed and used. Field mobile computing has been expanded to provide near real-time updates from the field to the office, work routing to reduce drive time, and electronic communication and processing of service orders. A web-based geographic information system (GIS) map is also available to quickly access all water infrastructure data and other useful field information such as valve closures. Additionally, completion of a project to install an automatic meter reading system (AMR), one of the largest AMR projects in North America, has resulted in improved billing and other operational savings targeted to reach \$22 million by 2012.



GCWW has reduced operating costs of its on-site carbon regeneration facility, saving \$500,000 annually

GCWW has optimized its capital planning program by completing periodic plant audits and distribution system master plans using state-of-the-art computerized hydraulic and water quality models. GCWW uses project management software (Primavera) to track and manage project schedules and costs, which includes an annual 1% water main replacement target (about 32 miles). In conjunction with the GIS, these tools allow GCWW to improve the overall capital planning processes. GCWW has created an enterprise-wide project management system that is used for infrastructure, IT, and other business improvement projects.

GCWW has also implemented and integrated several systems to further enhance operational planning, capital expenditures, and budget monitoring. Budget and accounting software is interfaced with several work process applications, such as the CMMS for fixed asset and stores inventory information and Primavera for capital improvement projects cost tracking. GCWW implemented a monthly budget monitoring system to closely track operating expenditures, revenues, and GCWW's financial position throughout the year. We plan an upgrade to this system that will include utilization of business intelligence software to more accurately predict monthly budget amounts based on current information and historical trends.

The GCWW Customer Contact Center (CCC) handles over 800,000 customer contacts annually and strives to be the standard for excellence in customer service. In 2009, GCWW assessed the CCC's IT infrastructure, business processes, and operations management to determine recommendations for enhancement based on customer expectations, service goals, and industry best practices. As a result, GCWW initiated a project to optimize the CCC's level of service delivery by upgrading CCC technologies. In doing so, GCWW will realize improved levels of customer satisfaction and operational efficiency by providing new and enhanced self-service options, expanded channels for customer interactions, and reduced queue and talk times.

Employee performance appraisals are done annually and step pay increases are given to eligible full-time union employees whose performance meets or exceeds expectations, and similarly for unrepresented employees as budgets allow. Part-time Customer Relations Representatives earn an annual performance incentive payment (\$200/\$350 for meets/exceeds expectations, respectively). An additional compensation



program is the employee wellness program, which was initiated in 2007. Through this voluntary program, employees are rewarded for choosing activities that support a healthy lifestyle, and can earn up to \$500 annually in financial incentives.

9. ATTRIBUTE – FINANCIAL VIABILITY

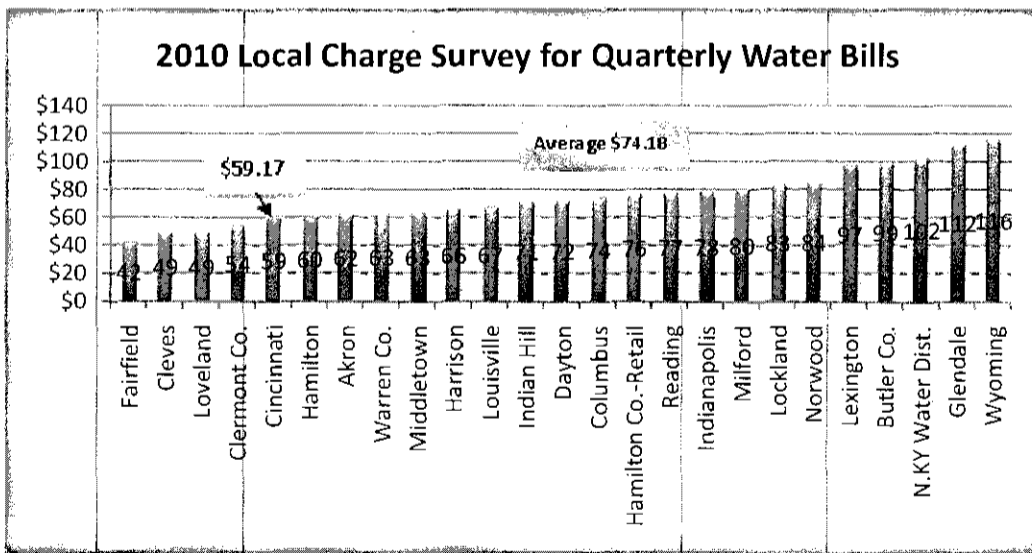
GCWW continues to be recognized for its strong financial management. Until 2001, GCWW issued general obligation bonds in the name of the City of Cincinnati. GCWW’s first rating based on its own merits was issued in February 2001. Moody’s rating of Aa2 and Standard & Poor’s AA+ rating placed GCWW among the top rated water enterprises in the country. With the bond issuance in 2009, S&P upgraded GCWW’s rating to AAA. Of approximately 1,000 water utilities rated by S&P, GCWW became one of 69 to have a AAA rating. Moody’s recalibrated GCWW’s rating in 2010 and subsequently raised the rating to Aaa, giving the utility twin triple A ratings and placing GCWW among the elite utilities in the country. The ratings were based on numerous positive characteristics which included, but were not limited to:



GCWW has dual AAA ratings

- Status as a regional provider - The strength of GCWW’s system comes in large part from the economic vitality, industrial diversity and size of its service area. Taking advantage of treatment plant capacity to share the benefits of economies of scale, GCWW has been able to expand its service area well beyond the Cincinnati city limits in the last 15 years and on average has added a new wholesale or retail customer every 25 months. Today, 20% of water consumption is by new communities added to GCWW’s service area.
- Deep and diverse employment base - Fifty-four percent of the nation’s population, 53% of the nation’s purchasing power, 54% of the nation’s manufacturing establishments, and 57% of the nation’s value added by manufacturing is located within 600 miles of the city. The diverse economic base has been and continues to be a source of financial stability for the area.
- Long-term rate stability - GCWW receives no share of any state or local property or income taxes. Revenue from the sale of water provides for GCWW’s operation, maintenance and debt service requirements. Water rates are approved by City Council. GCWW’s Director is responsible for allocating the approved rates for water to customer classes within the City and in Hamilton County outside the City limits. Contractual agreement rates are negotiated and linked to various commodity block rates effectively changing when new rates are approved by City Council. Water rates remain competitive in the Cincinnati area as well as with other nearby municipal providers.
- Coverage of annual debt service – The City has historically implemented annual rate increases pursuant to cost of service analyses and other financial rate studies.

GCWW’s water rates are among the lowest in the Greater Cincinnati Region



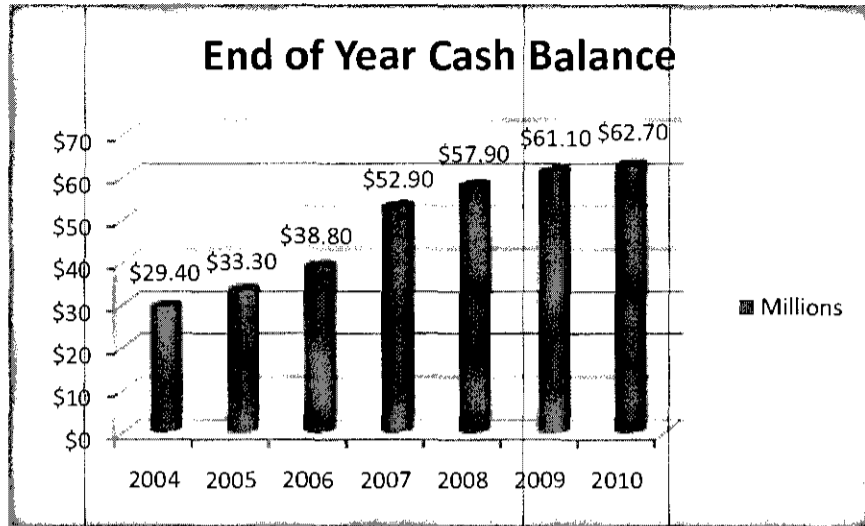
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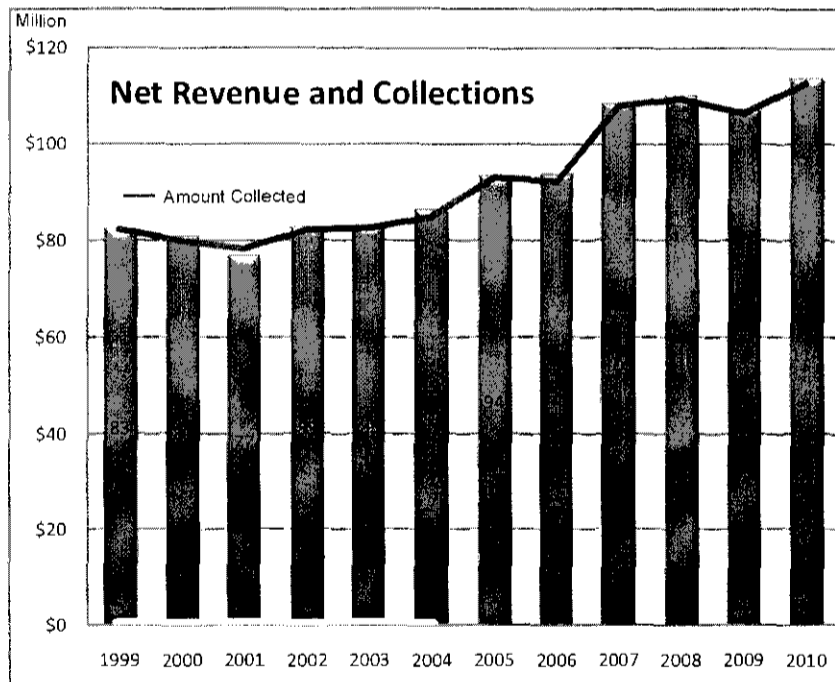
GCWW has had to effectively plan for the future while meeting multiple challenges brought on by the downturn in the economy, regulatory/technology requirements, aging infrastructure, and the competing demands for limited resources. While GCWW has always been proactive in its attempts to lessen the impacts of these challenges, we also recognize that planning methods of the past must be adapted to remain a premier water utility.

Strong financial management has enabled GCWW to withstand economic instability and still increase cash balances over the last decade.



The City adopts a biennial budget. Rate increases are presented to City Council as part of the adoption of GCWW's annual budget submittal. Increases necessary to support GCWW's capital and financial needs are monitored through the use of an annual proforma. Key to the proforma is the annual allocation of resources needed to support the Capital Improvement Program. The CIP is a six-year plan that is reviewed annually and modified as necessary. GCWW uses a number of models to appropriately plan for the support of new expansion as well as the need for replacement of aging infrastructure.

Consistent collection practices have proven successful for GCWW allowing for revenue collections to be nearly 100% of billed revenue.



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GCWW completes a Cost of Service Analysis every five years. The findings of the COSA are used when proposing rate increases or when requesting changes to rate structures. COSA helps to ensure that the costs of treating and delivering water are being appropriated to the correct customer classes and that the rates cover the cost of doing business. Rate structures had commonly been designed around consumption. As conservation, economics and weather patterns have altered consumption trends, rate structures have been modified to focus on fixed charges. GCWW anticipates the completion of the current COSA analysis by the end of the summer.

#### 10. ATTRIBUTE – INFRASTRUCTURE STABILITY

Asset management is a critical activity at GCWW and encompasses all treatment facility assets, the distribution system assets, and IT assets. Our capital improvement program is typically around \$55 million per year and about 75% is usually dedicated to asset management, particularly the timely replacement of aging infrastructure.

GCWW implemented a computerized maintenance management system (CMMS) in 2001. The CMMS maintains an inventory of approximately 10,000 discrete assets in the water treatment facilities and the distribution system facilities. All maintenance work on these assets is tracked within the CMMS to facilitate data analysis and reporting. Continuous efforts are made to ensure that the maintenance is in-line with the philosophy of the lowest cost of ownership of the assets, while providing the proper level of service.

A number of dramatic improvements and efficiencies have been achieved by tracking maintenance in the CMMS. After the first year of data collection, maintenance forces realized that only 3.1% of their time was used for preventive maintenance activities, while 19.9% of maintenance time was used to repair failures. With this information, GCWW reprioritized and optimized maintenance tasks, resulting in decreased reactive maintenance. In 2010, GCWW maintenance forces spent 23.3% of their time on preventive maintenance activities and 12.3% on repair of failed equipment. In addition to work optimization, GCWW has started to incorporate predictive maintenance techniques into the preventive maintenance program, including thermographic imaging, vibration analysis, on and off-line motor analysis, oil analysis, and real time pump efficiency monitoring. These tools have allowed GCWW to perform proven needed services to assets and extend their service availability. Predictive maintenance techniques currently make up approximately 10% of the overall preventive maintenance activity time.

With energy costs being a substantial portion of GCWW's operating budget, the pumping equipment is carefully monitored for efficient operation. Efficiency tests are performed annually on over 70 water production pumps and performance measures track pump efficiency. Pump overhauls are scheduled when the pump efficiency drops by 4% from the original pump curve information. In addition, the operating efficiency of the largest pumps is monitored in real-time through the SCADA system. This allows the operators to select the most efficient pumps for the particular task at hand, and provides maintenance forces a useful diagnostic tool.

The inventory of distribution system linear assets (primarily pipes and valves) is also contained within the GIS, with specific information such as installation date, materials of construction, joint type, C-factor, etc. With over 3,200 miles of water main in the distribution system, and about 40 % installed between 1900 and 1960, GCWW focuses on proactively dealing with aging infrastructure. Since 1989, GCWW has replaced 1% (about 32 miles) of water mains in the distribution system per year.



One of the goal areas of the new strategic business plan is to implement comprehensive and consistent asset management across the entire organization. The goal is to build on the asset management that has been performed for many years on the plant, distribution system, and IT assets with a focus on condition assessment, level of service, criticality, and total lifecycle costs. Strategies and action projects are designed to further enhance the concept of the lowest cost of ownership of the assets throughout their life cycles.

Managing risk is also incorporated within the GCWW Capital Improvement Plan. Business cases that are in line with asset management practices are prepared for each project in order to determine the most worthy projects for implementation. Projects are further prioritized by considering the consequence of failure and the probability of failure for each project, relative to each other.

GCWW engages in a robust public notification effort to provide our customers, and the traveling public, adequate information related to construction impacts and interruptions to water service associated with capital project improvements. Prior to construction, all residents within the project's limits receive a "Resident Letter", which includes information on construction hours, traffic restrictions, duration of construction, and GCWW contact information. All customers within the project limits who have been identified as having a lead service branch at their residence receive an additional notice. The "Lead Letter" includes a detailed information pamphlet from the EPA and details about GCWW's water sample testing. Customers are also notified 24-hours in advance of all scheduled water service interruptions. GCWW staff members visit each residence involved to inform our customers of the upcoming water outage.

#### 11. ATTRIBUTE - OPERATIONAL RESILIENCY

GCWW has developed and adopted emergency response plans and other risk reduction practices for use internally and in conjunction with local, state, and federal agencies. GCWW participates in local and regional emergency response activities, including the City of Cincinnati's Continuity of Operations Plan for maintaining operations over a prolonged event, and the Urban Area Security Initiative region of Southwestern Ohio, Southeastern Indiana, and Northern Kentucky (SOSINK). Training, drills, exercises, and evaluations are routinely held to practice and insure sustainability of various plan elements. GCWW also maintains multi-barrier treatment processes and a highly interconnected distribution system to provide redundancy and aid in operational resiliency and risk reduction. The system contains many backup facilities, and GCWW is currently implementing a multi-year plan to enhance backup power capability at critical locations. GCWW is proactive in water sector research and keeps abreast of changing regulatory trends by participating in industry organizations.

Response plans include an Emergency Operations Plan (EOP) and a Pandemic Influenza Plan. GCWW's EOP provides a systematic approach for management of threats and disasters. The plan identifies the responsibilities, functions, operational procedures, and working relationships among stakeholders. It includes sections on contingency plans, alternative operating plans for catastrophic facility loss, labor strikes, source water loss, and flooding events. The Pandemic Influenza Plan provides a framework for maintaining operations during a major disease outbreak. It describes pandemic phases, action triggers, notifications, communication, staffing, and operating plans. To aid in emergency response practices, GCWW personnel have received National Incident Management System/Incident Command System (ICS) training. GCWW staff members have also participated in USEPA water security message mapping workshops.

Because of our work in this area, the USEPA selected GCWW as the first utility in the nation to partner in the Water Security Initiative (WSI). This program allows GCWW to proactively detect and respond to potential water contamination events, and has promoted stronger relationships with external agencies such as the Department of Health, Drug and Poison Information Center, and FBI. Real-time information is gathered and compared to baseline using a comprehensive contamination warning system, including on-line water quality



monitoring, sampling and analysis, enhanced security monitoring, consumer complaint and public health surveillance and threat notification. These parameters are continuously monitored as part of GCWW's routine operations, and protocols are in place for investigation if triggers are alarmed. Response actions for a possible contamination incident are guided by a consequence management plan which uses GCWW's ICS structure, field investigation procedures, threat level determination protocols, operational responses, crisis communication plans, and response partner roles. Remediation and recovery steps are also included in the plan. This innovative initiative has attracted attention from utilities around the world, including Israel, France, and Portugal.

GCWW routinely reviews risk and response plans and practices protocols following the Department of Homeland Security's Exercise and Evaluation Program. Personnel at all levels participate in these events. This includes participation in the regional Emergency Operations Center as a member of SOSINK, where recent drills have included catastrophic situations such as earthquake disaster response. As part of the WSi pilot, several full-scale exercises have been conducted which have tested GCWW's response to detection of a water contamination event, threat determination, ICS structure, and consequence management phases. Local, state, and federal agency response partners participated in these exercises to test response communication and coordination.



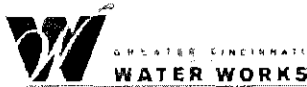
GCWW regularly conducts disaster drills

This extensive training and practice was put to the test in 2008 when a regional power outage occurred as a result of significant damage caused by hurricane force winds. Power was lost to several key facilities for periods ranging from one hour to more than two days. Due to extensive training in crisis management, GCWW successfully maintained system operations and supported neighboring utilities. After this event, GCWW personnel reviewed and optimized procedures and plans based on lessons learned.

#### 12. ATTRIBUTE - COMMUNITY SUSTAINABILITY

To manage increasing energy costs, GCWW has been very active in implementing strategies to control its energy budget. Electric energy consumption is monitored 24/7 through the SCADA system and appropriate pumping rates are strictly adhered to during on-peak and off-peak hours. The use of off-peak pumping, power factor correction, and demand management through the entire distribution system has helped achieve a high level of efficiency in the use of electric energy.

As part of its 240-mgd post filter Granular Activated Carbon (GAC) treatment process, GCWW operates its own on-site GAC regeneration facility. Operational cost drivers associated with the GAC regeneration process are natural gas and new GAC to make-up for any losses that occur during the regeneration process. In 2001, GCWW implemented an optimization strategy in its regeneration process and has continued to refine that strategy over the last 10 years while maintaining high quality treated water. This strategy has yielded over \$5 million in cost savings over the 10-year period.



To further reduce its reliance on power produced by fossil fuels, GCWW constructed a large solar panel system at its administrative offices. This solar system generates approximately 350,000 Kwh of electricity per year and reduces annual greenhouse gases by 550,000 lbs. The solar panels offset about 12% of the energy consumed at the administrative offices for a savings of approximately \$35,000 per year. In conjunction with the solar panel installation, GCWW is selling “Solar Renewable Energy Credits” back to its electric supplier at a revenue stream of \$110,000 per year.



Solar panel use implemented to reduce carbon footprint and energy costs

GCWW continues to focus on its water loss reduction program through a combination of leak detection crews, regular leak testing of its reservoirs, and aggressive replacement of water mains that exhibit high maintenance. With a policy goal of replacing 1% of its 3,200 miles of water mains annually, GCWW has replaced approximately 300 miles of high maintenance water mains since receiving the AMWA Gold Award.

Long-term sustainability of the utility while controlling water rates requires extensive planning. GCWW maintains and regularly updates its comprehensive Distribution System Master Plans, Facility Audits, and IT Master Plans. These plans identify long-term projects needed to support the effectiveness of the utility. A strong focus is on replacement of aging infrastructure. Typically, 75% of the annual capital program (around \$55 million) is spent on asset replacement.

GCWW is a founding member of the Hamilton to New Baltimore Ground Water Consortium. This unique regional cooperative effort between seven different public and private water suppliers has the sole purpose of protecting ground water resources in the vicinity of our Bolton well field. The Consortium pools its resources to provide public education, land use controls, and water quality monitoring more effectively and efficiently than any one utility alone.

GCWW works with several agencies to protect the Ohio River including the Ohio River Valley Sanitation Commission (ORSANCO) – an interstate commission created in 1948 to “protect and preserve” the waters of the Ohio River. We participate in ORSANCO’s spill detection and reporting network. Several sites along the river collect water samples and analyze them for contamination. If contamination is detected, all drinking water utilities downstream are notified so they may take precautionary measures. GCWW maintains one of those detection sites. We also closely communicate with utilities along the river to discuss river conditions, treatment challenges, and ways to improve our water source. GCWW serves on ORSANCO’s Water User Advisory Committee which provides technical input and guidance to ORSANCO on how it can best balance the needs of drinking water utilities with other river users.

With its new Strategic Business Plan, GCWW is adopting a triple bottom line based decision making process as part of the business case development for each project.

### 13. ATTRIBUTE – WATER RESOURCE ADEQUACY

Since winning the AMWA Gold Award in 2001, GCWW has continued to aggressively grow its wholesale and retail water service in order to further spread the fixed costs over a larger customer base, thereby reducing the unit cost of water produced. In 2001, GCWW served approximately 940,000 people in a 400 square mile area with 2,800 miles of water mains. By 2010, this has grown to about 1,100,000 people in an 800 square mile area with over 3,200 miles of water main. Numerous retail and wholesale water service expansions contributed to this, but the most significant expansion occurred in 2003 with a 30-year wholesale water



agreement between GCWW and Boone County, Kentucky and the City of Florence, Kentucky. To date, this is still one of the largest interstate water agreements in the country.

To ensure that customers receive a plentiful supply of quality water GCWW regularly evaluates and updates its Water Distribution System Master Plan, its hydraulic and water quality computer models, and its water treatment plant audits. All planning tools are integrated to provide our planners, engineers, and operational staff with a comprehensive understanding of the capacity and capability of our assets. In 2009, we completed a new Water Distribution System Master Plan. This Master Plan has a 20-year planning horizon and considers current and future service areas, population, and residential and commercial water demands. Water demand estimates for minimum-day, average-day, maximum-day, and maximum-hour were established throughout the entire service area for the 20-year planning horizon. To determine the hydraulic capabilities of the distribution system and the improvements necessary over the next 20 years, a new hydraulic computer model was created to simulate the system's operation under various demand scenarios. The hydraulic model includes all water mains larger than 4-inches in diameter and is only one of a few large "All Pipes" water models in the country. Not only do we model our distribution system for maintaining proper flow and pressure, GCWW also developed an "All Pipes" water quality model that allows us to estimate chlorine residual and disinfection by-products throughout our current and future water distribution system.



The Richard Miller Plant was expanded by 20 mgd through the optimization of existing processes

Consistent with the growing customer base and the future water demands established in the Master Plan, GCWW has been proactively expanding the capacities of its two water treatment plants. We have increased the capacity of the Richard Miller Treatment Plant from 220 mgd to 240 mgd without constructing new facilities. This was accomplished by modeling the treatment processes throughout the plant to determine their maximum hydraulic capacity while maintaining proper treatment performance acceptable to the Ohio EPA. The 20-mgd capacity increase was achieved with a capital investment of less than \$2 million (primarily larger pumps).

The hydraulic capacity of our Bolton Plant, a groundwater treatment plant, has a design capacity of 40-mgd with 10 ground water wells. Through experience and aquifer modeling, GCWW engineers and geologists determined that interference between wells actually reduced the production capacity of the well field by as much as 8 mgd. To compensate for this, additional wells were installed to sustain the 40-mgd capacity of the treatment plant while adding flexibility and redundancy to the well field.

With these treatment plant capacity increases along with developing a 20-year master plan and capital improvement plan for the distribution system, GCWW has positioned itself to meet the water needs of its current and future customers.



#### 14. ATTRIBUTE – STAKEHOLDER UNDERSTANDING AND SUPPORT

GCWW's current strategic business plan is focused on all customers, including individual consumers, elected officials, industrial users, wholesale entities, contractors, water industry partners, regulators, and GCWW employees. This plan was developed and shared with various regional stakeholders including Cincinnati City Council, which approves GCWW's rates, as well as with local business and consumer groups. This provides the framework GCWW uses to manage change, and sharing the plan shows transparency to GCWW's stakeholders. Upon completion of the plan, GCWW developed performance measures which were aligned with the plan and designed to measure specific progress in each of these areas.

With such a diverse range of customers, GCWW uses many mechanisms to engage stakeholders. The City of Cincinnati has a mayor and City Council which set the overall city policies and approve the City's budget, including GCWW's budget and requested rate increase. GCWW informs the City's elected officials of our activities and direction. As part of the annual budgeting process, GCWW presents its proposed budget and any requested rate increase to City Council. City Council holds public meetings to gather public input on the request, which they carefully consider in their decision-making process. In general, the contracts that GCWW has with wholesale and retail customers outside the city are tied to the rates within the city; therefore, rate adjustments made within the city are automatically reflected in these contracts as well. GCWW routinely meets with wholesale and retail customers to ensure adequacy of service and to explore further opportunities for cooperation.

GCWW plays an essential role in the region and, as such, works with communities to promote public understanding of drinking water through various activities. GCWW participates in community activities demonstrating water related issues and education, including regional festivals and events. GCWW also meets regularly with an advisory committee made up of local scientists and engineers to exchange information and receive advice from leaders in the local scientific community. GCWW's treatment plants are open to academic and civic groups for guided tours, and GCWW collaborates with local groups by sending speakers to water related classes and providing expert representatives to local civic groups. These activities provide opportunities for GCWW to interact with and educate stakeholders.



*Our staff regularly participates in community events.*

GCWW also communicates with customers through its website, social media and direct mailing of the Consumer Confidence Reports. When special issues arise, GCWW reaches out directly to numerous community councils and municipalities to explain the impact on water quality, services, and rates.

GCWW also engages the industry and regulatory stakeholders in numerous ways. GCWW staff members are very actively involved in industry organizations such as AMWA and AWWA with several members serving as chairs of various divisions and workgroups. GCWW's reputation is stellar with the regulatory bodies on a state and national level and staff expertise is routinely requested to assist in the development and evaluation of regulations and policies. The Total Coliform Rule, Stage 2 D/DBP Rule, and the LT2 ESWTR are examples of national regulations in which GCWW staff members have been involved. On the state level, GCWW works with the Ohio EPA on developing guidance and policies for many topics needed for state implementation rules.

# THE 2010 ANNUAL

*Water brings us together.*

CCWW only exists because of you. The members of our community. To serve your most fundamental need. But also to make your life easier, more pleasant, and more fun.

We worked hard in 2010 to provide you the highest quality water possible. Each year we strive to enhance our already ambitious standards. From the way we protect our source water, our efficiency in treatment and delivery, to the details of how we communicate with you. Many of the advances we've made just for you go on behind the scenes. And you can trust that we're always thinking ahead, so that you never need to worry about a plentiful supply of high-quality water.

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## EXHIBIT C – FEE SCHEDULE

### Total Monthly Per Bill Fee

Year One	\$1.12
Year Two	\$1.10
Year Three	\$0.83
Year Four	\$0.85
Year Five	Optional – Price to be based on increase in CPI Index
Year Six	Optional – Price to be based on increase in CPI Index

The Year One and Year Two Monthly Per Bill Fee includes \$0.27 for start-up costs incurred by Greater Cincinnati Water Works (GCWW).

Based on the provisions outlined in Section 12.d., "Term of Agreement," for optional years five and six, the price per bill will be based on the existing price at the end of that term year of the agreement (year four for the first optional year and year five for the second optional year) adjusted up (if applicable) in accordance with the percentage change, if any, in the "CPI Index" experienced from January 1 through December 31 of the immediately preceding calendar year. The "CPI Index" shall refer to the Consumer Price Index, All Urban Consumers (CPI-U), Cincinnati-Hamilton, OH-KY-IND CMSA (1982-84 = 100) published by the U.S. Department of Labor, Bureau of Labor Statistics. In the event that the "CPI Index" is no longer published, the parties shall agree on another comparable index in writing with the approval of the GCWW Director and the LFUCG Commissioner of Finance.

### Modification to the Monthly Per Bill Fee

The Monthly Per Bill Fees outlined above for years one through six are subject to change based on the provisions and events outlined in Section 3, "Cincinnati Fee for Customer Service, Billing and Payment Collection Services," of the attached Agreement.

### Print and Mail Services

The provision of bill printing and mailing services, utilizing Greater Cincinnati Water Works print and mail contract, during the first year of the contract, would add an additional \$0.54 to the per bill fee, bringing the Total Monthly Per Bill Fee to \$1.66.

After Year One, the printing and mailing services portion of the Total Monthly Fee would be \$0.54 plus the addition of any postage increases, on a percentage basis, incurred by Greater Cincinnati Water as a result of United State Postal Service postage rate increases. Percentage Basis shall be defined as the percentage increase in the postage rate from the current year to the next year. For example, a postage increase from \$0.44 cents to \$0.46 cents would be a 4.5% increase and therefore, the postage rate portion of the printing and mailing fee would increase by 4.5%. In addition to any postage rate increases, any increases related to the cost of printing and mailing production, such as, but not limited to, cost increases for paper and envelopes, will necessitate an adjustment to the per bill fee for printing and mailing services.

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