

Submitted by:



ENCO Utility Services
8141 E. Kaiser Blvd., Suite 212
Anaheim, CA 92808

Response to Lexington- Fayette Urban County Government

Request for Proposal Response

Billing Services
Request for Proposal

November 10, 2011

Letter of Transmittal

ENCO Utility Services is pleased to have the opportunity to propose working with the Lexington-Fayette Urban County Government (LFUCG) in delivering its utility customer billing and collection services. ENCO has years of experience delivering these kinds of services to municipal and quasi-municipal utility clients across the country. ENCO is a full service supplier, providing utility companies with a wide range of services including, meter reading, billing, remittance processing, collections and 24-hour call center, as well as infrastructure engineering and field technicians for utilities.

Our Hemet, California, Customer Service Center (HCSC) is at the heart of the administration and delivery of utility services, and we have the hardware, software, equipment, processes and experienced personnel in place to deliver high-quality, accurate and timely billing services for which LFUCG seeks. ENCO provides robust and secure database infrastructure and information protocols that work effortlessly with clients and other stakeholders that is also redundant and backed up at several off-site locations.

ENCO's Key Benefits:

- *US-based (Hemet, California), bilingual, 24/7/365 call center (HCSC)*
- *Providing utility services since 1997 – **long term, live utility experience.***
- *All personnel are trained in understanding complex utility billing*
- *Vast experience providing utility services to the public sector*
- *Understand the best practices of utility billing and remittance services*
- *Developed a Customer Relationship Management System to track all customer contacts and utilize our Customer Information and Billing Systems to provide all customer services*
- *Internal processes and mechanisms ensure bills are accurate, secure and timely.*
- *Programs and processes can be quickly tailored and implemented*

In our proposal, ENCO will suggest a plan to deliver the scope of services and show that our experience, capabilities, and approach will give LFUCG the confidence to choose ENCO.

I have the sufficient authority to commit ENCO to this proposal, and ENCO agrees to the scope, terms and condition of the RFP. We also understand that LFUCG will have the ownership of the proposed deliverables, and the total proposed fixed price of the components specified in the Pricing Matrix will be valid for at least 90 days after the opening date.

Sincerely,



Ruby M. Irigoyen
Senior Vice President of Customer Services

Letter of Transmittal	2
Executive Summary	1
Requirements Response Matrix	3
Vendor Scope of Work	8
Vendor Business Profile & References	9
Project Plan & Deliverables	17
Assumptions and Constraints	22
Vendor Questions	22

Executive Summary

ENCO will provide a turnkey approach to service launch and delivery that will be seamlessly coordinated with the LFUCG. Since ENCO has deep experience in utility services, we can implement a successful hand-over and quickly deploy the program, ensuring accurate and timely customer support to achieve a very high level of customer satisfaction. We are highly confident in our ability to provide superior service to you and the residents of LFUCG with accurate, full-service billing and remittance processing and customer and call center services, including data conversion, presorting, artwork, programming, design services, data processing, invoicing, printing, billing inserts, assembly, mailing, electronic presentation of bills and statements, secure data transmission, reporting, remittance, credit, collection, 24/7 bilingual call center services, in-person counter personnel, storage of supplies and historical statement data. We will also set up recurring payment process and program if desired. We will provide these services with the highest security, and all services are scalable to the needs of LFUCG. We will work closely with LFUCG to identify any issues and develop solutions while maintaining high quality service levels to customers.

ENCO prides itself in being a full service utility services company that takes a personal approach to each one of our clients. As an ENCO client, you are not a number and your customers are not another list on a spreadsheet. Since we take an individual approach, we tailor service offerings and customer solutions. Any client problem or need is solved and delivered upon in a quick, innovative and cost-effective manner. While taking a very high personal approach to each client may not be the cheapest way to deliver services, our clients receive value through fewer problems, their own satisfaction through superb service and positive public perception from their own customers.

Our customized approach can offer you advantages that most bill services cannot:

- *Utility experience and expertise*
- *In-depth understanding of the unique challenges in the utility industry*
- *Reporting and bill statement viewing customized to your needs*
- *Direct access to the personnel responsible*
- *More control over your corporate image with custom logos on your outer envelopes and courtesy return envelopes*
- *Ability to add additional services without additional vendors (website for customer bill viewing and payments, remittance processing, 24 hour call center support, emergency dispatching, etc).*

For bill remittance services, we would employ the services of OPEX Corporation and ProfitStars for hardware and software and IT support from ACG Technologies to assist in the implementation and ongoing service delivery to LFUCG, all under the ENCO contract.

- From OPEX, we will use the new All-In-One Capture System, the OPEX AS7200i, which is a high-volume production scanner with integrated mail extraction. By
-

combining mail opening and extraction with image capture and classification, the AS7200i operator only touches the paper once to open, extract, and capture. This in-line processing also allows for printing an audit trail and sorting mail contents without a separate prep process. This translates to significantly less paper handling, fewer labor-intensive tasks, and improved quality.

- From ProfitStars, we have deployed their RemitPlus® Remittance/Lockbox Processing software. They will provide ongoing support and software updates for this software. From ACG Technologies, we have deployed network security processes and systems to protect our data and your data while allowing for remote secure deposits of customer payments. All payments are directly and remotely deposited to your bank via secure incrypted bank deposit. We currently perform this service for other utilities using both Bank of America and Wells Fargo Bank. You will have access to see electronic copies of checks and stubs as needed.
- We also constantly look for ways to optimize processes and deliver higher value, and LFUCG can be assured that they have a partner in delivering the highest customer satisfaction at the greatest cost effectiveness.

We will also process collections, including overdue statement preparation and mailing, courtesy calls, and preparation of listing of delinquent accounts for service interruption and reconnection as required. We will provide turnkey services that include 24/7 call center to take calls from customers about their bills and make payment arrangements as needed.

In addition, we can create service request orders and dispatch your crews as needed to respond to emergencies. All service orders are auto emailed to your field staff every four hours or as often as you require. We will dispatch all needed now orders and if emergency orders.

We also constantly look for ways to optimize processes and deliver higher value, and LFUCG can be assured that they have a partner in delivering the highest customer satisfaction at the greatest cost effectiveness.

Requirements Response Matrix

The criteria for prioritizing the requirements were:

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

(H) High: Affects business process greatly.

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

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

For each requirement listed in the *Requirements table* provided in below, please respond with one of the following values in the *Vendor Response* column:

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

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

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

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

Requirement Description	Vendor Response (0,1,2)	Priority Rating
<p>Requirement 1.1: The ability to set-up a customer billing database to accommodate bill generation and payment history</p> <ul style="list-style-type: none"> • KAWC will provide 12 months of data as a starting point • The type of data to be stored for each customer is provided in Attachment 1. In the design stage, fields not required to support the billing process will be identified and will not be required to be maintained in the database. • Vendors should explain any limitations associated with this requirement 	2	S
<p>Requirement 1.2: The ability to add additional fields for the historical customer database</p> <ul style="list-style-type: none"> • A GIS ID will eventually be added. The GIS ID will be a unique ID that will relate back to each customer address. 	2	H
<p>Requirement 1.3: The ability to use a primary key to link customer data between the 3 billing sources; sewer, WQ, and Landfill</p> <ul style="list-style-type: none"> • This is currently a 9-digit code called a premise number. • This will be important to link adjustments that come in from the three sources to the appropriate customer account. 	2	H
<p>Requirement 1.4: The ability to link a closed account from previous service to a current account for payment collection and historical purposes</p>	2	H
<p>Requirement 1.5: The ability to maintain multiple addresses and contact info for an account and Identify which address should receive the bill</p>	2	H
<p>Requirement 1.6: The ability to provide a secure environment to store the customer database.</p>	2	S

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 2.1: The ability to accommodate the billing calculations as defined in Attachment 2	2	S
Requirement 2.2: The ability to easily change the rate charged for each fee	2	H
Requirement 2.3: The ability to generate an easy to read, informative bill that contains at minimum, the information in Attachment 3	2	H
Requirement 2.4: The ability to calculate and generate the bill for mailing within 3 days of receiving the data from LFUCG. <ul style="list-style-type: none"> • Regular billing cycle process of daily or weekly per data availability from KAWC 	2	M
Requirement 2.5: The ability to add notes to bills for the purpose of informing customers	2	M
Requirement 2.6: The ability to include multiple accounts on one bill <ul style="list-style-type: none"> • See the example in Attachment 4 	2	M
Requirement 2.7: The ability to add the LFUCG seal to the bill	2	M
Requirement 2.8: The ability to accommodate LFUCG edits to the bill design prior to implementation	2	M
Requirement 2.9: The ability to receive and apply adjustments to bills <ul style="list-style-type: none"> • LFUCG will send adjustments to all three fees on a daily, weekly or monthly basis 	2	H
Requirement 2.10: The ability for the vendor to accommodate the LFUCG timeline for implementing the billing system <ul style="list-style-type: none"> • Billing to begin on 4/1/2012 • Vendor may submit an alternate date and provide rationale for alternative 	2	H
Requirement 3.1: The ability to receive and post payments to customer accounts on a daily basis	2	H
Requirement 3.2: The ability to track and collect all accounts receivables through an agreed upon aging date, i.e., 120 days, 150 days, etc.	2	H

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 3.3: The ability to generate and mail a second notice for unpaid accounts <ul style="list-style-type: none"> • Vendor to suggest best practices for this process • Include shut-off process for delinquent customer accounts 	2	H
Requirement 3.4: The ability to receive customer payments via multiple methods <ul style="list-style-type: none"> • Credit Card, EFT, Phone, Mail, Cash, Internet • Vendor should specify methods and best practices around payment methods 	2	H
Requirement 3.5: The ability to apply partial payments in a specific order <ul style="list-style-type: none"> • 1st WQMF, 2nd Landfill, 3rd Sewer 	2	S
Requirement 3.6: The ability to provide customer service to LFUCG user fee customers <ul style="list-style-type: none"> • To answer questions about the bill • To arrange payment 	2	M
Requirement 3.8: The ability to receive and apply adjustments to bills <ul style="list-style-type: none"> • Each area will send adjustments on a daily, weekly or monthly basis 	2	H
Requirement 4.1: The ability to provide LFUCG access to the vendor's billing data <ul style="list-style-type: none"> • For operational purposes • Possibly provide a snapshot of the activity at a specified time to allow LFUCG to conduct analysis 	2	S
Requirement 4.2: The ability to provide a unified bill history allowing all three fees' history to be viewed together	2	H
Requirement 4.3: The ability to allow LFUCG the ability to export data fields for download <ul style="list-style-type: none"> • For authorized LFUCG users 	2	H
Requirement 4.4: The ability to provide a detailed aging report to LFUCG in an electronic format <ul style="list-style-type: none"> • Formatted to allow sorting capabilities 	2	H

Requirement Description	Vendor Response (0,1,2)	Priority Rating
Requirement 4.5: The ability to generate a list of active versus inactive accounts and print to an exception report <ul style="list-style-type: none"> • To be used in a business process by LFUCG 	2	H
Requirement 4.6: The ability to report on the number of customers that are classified as residential, commercial, industrial or OPA	2	H
Requirement 4.7: The ability for LFUCG to add notes to the bill history <ul style="list-style-type: none"> • To be used when reviewing an account 	2	M
Requirement 4.8: The ability for LFUCG to create their own reports from the views/access they will be allowed	2	H
Requirement 4.9: The ability for the vendor to provide standard reports <ul style="list-style-type: none"> • Specific report samples will be provided to finalist vendors • Vendor should supply price structure breakdown per number of reports provided 	2	H

Vendor Scope of Work

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

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

Vendor Business Profile & References

Vendor Business Profile

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

- **Company name, headquarters address, and local responsible office**

Corporate Offices:

ENCO Utility Services
8141 E. Kaiser Blvd, Suite 212
Anaheim, CA 92808
Federal Tax ID: 81-0559110
Legal Structure: LLC

Hemet Customer Service Center:

ENCO Utility Services
Customer Service Center
380 N San Jacinto St. #202
Hemet, CA 92543-31112

ENCO has two corporate facilities (listed above) plus we have the use of facilities at each of our client utility locations for performing operations. These are located in Maricopa, Arizona; Winter Park, Florida; and Moreno Valley, California.

Location of principal office to support LFUCG for this scope of work:

Hemet Customer Service Center (HCSC)
380 N. San Jacinto Street, Suite 202
Hemet, CA 92543-3112

- **Number of years in business:** 14 years
- **Number of years active in providing billing services:** 10 years
- **Annual revenue:** Annual gross revenue for the past three years is an average of \$11.5 million
- **Business structure (e.g., C-Corp, S-Corp, LLC):** LLC
- **Ownership (if publicly traded, include exchange and symbol):** ENCO is a wholly owned subsidiary of Apollo Real Estate Advisors Fund IV, a private equity fund with diversified holdings in excess of \$1 Billion.
- **Total number of employees:** 108 - There are 41 employees at the HCSC, with an average turnover rate of 15% for the past two years.
- **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):**

1) City of Moreno Valley, Southern California

Jeannette Olko, Interim Utility Manager
14325 Frederick Street Ste 9
Moreno Valley, CA 92552
(951) 413-3502

jeannetteo@moval.org
Providing services since October 2003

ENCO has a long term contract to design, construct, operate, maintain and provide all electric utility customer services 24/7 with ENCO's affiliate ENCO Utility Services Moreno Valley, LLC.

ENCO provides its complete bundled services (i.e. design, construction, operations and maintenance of the electric distribution infrastructure and all customer services such as meter reading, billing, telephone center response, remittance processing, front counter walk in customer service support and customer field services). These services by ENCO began in October 2003. The client utility currently serves 5,600 customers and will ultimately serve 18,000+ customers. The term of ENCO's contract is 17 years, starting in October 2003 through August 2021. Fifteen thousand new homes and 10 Million square feet of commercial space is expected at build out.

2) City of Industry, Southern California

John D. Ballas
Utility Director
15651 E. Stafford Street
City of Industry, CA 91744
(626) 333-2211
jdballas@cityofindustry.org

Providing services since February 2002

ENCO provides part of its bundled services i.e. billing, remittance processing and 24/7 telephone center response. These services by ENCO began in February 2002. The client utility currently serves 68 very large industrial customers. ENCO's service contract is renewed on an annual basis.

ENCO provides 24/7 customer services to the city's new greenfield industrial park. We provide all electric utility services except for fieldwork. The ENCO HCSC provides customer call center services, outage reporting, and dispatching. We coordinate with all vendors and contractors to ensure services are seamless.

3) Electrical District # 3, City of Maricopa, Arizona

William H. Stacy, General Manager
41630 W. Louis Johnson Dr.
Maricopa, AZ 85238
(520) 424-0420
bill@ed-3.org

Providing services since January 2002; Professional Services Agreement with ENCO's affiliate, SRM-ENCO Arizona I, LLC.

ENCO provides its complete bundled services (i.e., design, construction, operations and maintenance of the electric distribution infrastructure and all customer services such as meter reading, billing, telephone center response, remittance processing, front counter walk in customer service support and customer field services). These services by ENCO began in January 2002. The client utility currently serves 21,000 customers. ENCO has designed and constructed the distribution system and will design and construct the system expansion to serve the ultimate 20,000+ utility customers. The term of ENCO's contract is 30 years.

- Long Term Contract to Design, Construct, Operate, Maintain and Provide Complete Customer Services
- Serves Rancho El Dorado, a 10,000 acre Master Planned Community of 31,000 Planned New Homes and Commercial Facilities at Build out
- Installed Electric Distribution System for 1st 15,000 Homes and related Commercial Developments.
- Next phase of 2,500 Homes in Design.
- Currently serving over 12,000 Customers for full service plus an additional 9,200 customer for call center and local office.

ENCO has deployed in excess of \$17 Million of Capital to date at ED3.

4) City of Winter Park, Florida

401 Park Avenue South
Winter Park, FL 32789
(407) 599-3233

Jerry Warren, Director of Electric Utility Division
Jwarren@cityofwinterpark.org
(407) 599-3491

Delsia Margraf, Utility Customer Service Manager
dmargraf@ci.winter-park.fl.us
(407) 599-3371

Providing services since January 2005

In 2002, Winter Park voters approved \$50 million in bonds to purchase the City's electric system. ENCO was then selected via an RFP to manage and operate a system with 13,000 meters. In January 2005 - City Commissioners approved a 12-year contract with ENCO's affiliate, Winter Park Utility Services, LLC.

ENCO provides part of its bundled services (i.e. design, construction, operations and maintenance of the electric distribution infrastructure and certain customer services such as call center response). The City of Winter Park already operated a water utility and elected to integrate the meter reading and billing for electric with their water operation. These services by ENCO began in March 2005. The client utility currently serves about 14,700 customers.

We utilize our fully integrated, 24/7 operational utility Customer Service Center to handle all of the day-to-day tasks associated with receiving and processing emergency service customer calls for Winter Park's customers. Our Customer Service Center, located in Hemet, California, handles all incoming and outbound calls for emergency services and customer information system management for water, sewer, refuse and electric services.

Additionally, we receive and process all after hours service calls for Winter Park's water, sewer and refuse handling customers and electric customers. We utilize our own "Call Tracker System" to provide these services and make this system available to the City of Winter Park so their customer service representatives can also use the system.

All customer emergency services calls whether handled by our Customer Service Center or by Winter Park's customer service representatives must be entered into our Call Tracker System that is integrated with our Outage Management System to facilitate emergency response and restoration.

Services provided:

- Toll free emergency services telephone number, 1-877-811-8700. This number is made available to Winter Park's customers so that they may call direct. This number is available on Winter Park's telephone system as a selection that customers can self-select, such as, "For emergency services, please press 2."
 - Answering services for non-emergency customer calls. We are available to receive after hours calls and dispatch as necessary. The Winter Park telephone system is set to automatically transfer customers to our toll free number for handling after normal business hours.
 - 24/7 call center support
 - Automatic service order dispatch
 - Tracking of each customer emergency service request
 - Scheduling and delivery of service requests to field personnel
 - Customized monthly reports and on-demand reports
 - On-demand access to customer service information
 - Access to and use of our Call Tracker System
 - Self service online customer order creation
- **Resumes of specific Key Project Staff: (e.g., All Project Managers)**

Ruby M. Irigoyen, Senior Vice President of Customer Services

Ruby is the Senior Vice President of Customer Services and has been with ENCO for ten years. She is responsible for the management and delivery of customer services to all ENCO clients. This includes the management of the ENCO Hemet Customer Service Center, which includes all call center activities, scheduling, CRM, process development and customer assistance. She is responsible for the delivery of billing and customer care services, remittance processing and credit and collections programs. Additionally, she is responsible for market planning, national sales and advertising. She develops long-term financial projections by project, develops rates, rules and procedures for delivery of electric products and services.

Before her work with ENCO, Ruby was Director for Edison Utility Alliances, Edison International and Edison Enterprises where she co-developed the alliances business plan for a new unregulated business. She has also served as Manager of Program Development for Load Growth & Mass Markets; Sales Manager; Manager, Customer Technology Application Center; and Customer Services Manager for Southern California Edison. She has more than 30 years distinguished service in the customer care industry.

Related Utility Experience

While at Southern California Edison during her 29-year career, she worked extensively in the areas of energy efficiency, public affairs, customer field services, and accounting, credit, collection, and call center service delivery.

- *Manager of Program Development for Load Growth & Mass Markets, Southern California Edison:* Developed, implemented, and managed energy efficiency and load growth programs for 3.4 million residential, and 800,000 small commercial customers.
- *Sales Manager, Southern California Edison:* Directed and managed sales activities to promote service and consultation on energy efficiency, environmental technology applications, pricing, and tariff analysis. Trained and managed three Sales Supervisors and 44 Account Executives providing service and consultation on energy efficiency, environmental technology applications, pricing and tariff analysis to retain and grow the business with institution, retail, and governmental customers.
- *Manager, Customer Technology Application Center, Southern California Edison:* From its inception, directed design, construction, staffing and operation of the Customer Technology Application Center (CTAC), construction of SCE's Research Center, and secured approval to construct the Agricultural Technology Application Center (AgTAC) to provide technology demonstrations, customer education and customized solutions for customers.

Education

- B.S., Administrative Science, Pepperdine University; A.S., Mount San Jacinto College, Gilman Hot Springs, California;
- Numerous sales leadership and executive sales management courses and certifications. Certified, FERC Utility Accounting

Susan Carrier, Account Services Manager

Susan Carrier has been with ENCO for seven years as the Account Services Manager. In that position, she is responsible for all billing, remittance and collection activities at the Hemet Customer Service Center. The monthly reports sent to our clients are designed and generated by Susan as part of the quality control procedures.

Susan specializes in the analysis and design of business processes and forms, as well as the implementation of new client services.

Susan's background includes a wide variety of positions in data processing, accounting, marketing, customer service, sales analysis, forecasting, and teaching. Her experience in multiple industries (manufacturing, distribution, retail, engineering, software design, banking, education and energy) gives her an in-depth understanding of our client's requirements and systems.

Susan has earned an MBA degree from San Diego State University. In addition to her position with ENCO, she also teaches online courses in computer applications for the local community college. She created a custom

class, "Advanced Excel for Business Users," which earned recognition from the California Virtual Campus for its innovative design.

In addition, Susan is involved in the local Hemet community through the creation of a website to promote local events and organizations.

Peggy Hicks, Billing Department Supervisor

Peggy Hicks is the Billing Department Supervisor, responsible for maintaining the systems which support the billing services provided by ENCO. Working with multiple accounting systems, Peggy's team uses tightly controlled procedures to process service requests from customer, upload reads, and then print and stuff bills for each of our clients.

Peggy has been with ENCO for six years. Peggy brings to her position a wealth of experience in both supervision and accounting. She has over 20 year experience in retail supervision, including owning a retail paint store. She has also worked in the banking industry. Her background in the development of procedures and audit trails are particularly valuable when implementing policy adjustments requested by our clients.

Peggy has earned an AA degree in business as well as several college certifications.

Mike Riley, Remittance Processing Supervisor

Mike is the Remittance Processing Supervisor at the Hemet Customer Service Center and has been with ENCO for four years. He is responsible for payment processing for three ENCO clients; which include checks, cash, echecks, credit cards, and online payments through two separate online processors. Additionally, he manages the Check 21 remote check deposit process for two individual client bank accounts.

Mike is a retired Marine Corps officer with 11 years experience as a Finance Officer and auditor. He was awarded the Navy Commendation Medal for his work on the Marine Corps On-Site Examination Team, auditing Marine Corps commands at home and abroad, where he piloted the project of rewriting the audit procedures to GAO standards. Since retirement he has been a General Manager in a manufacturing concern, Sales Manager in a title company, and Customer Service Manager for two states in a national propane company. Mike earned his B.A., Business Administration/Economics, from Chapman College in Orange, California.

Al Kepuska, Financial Analyst

Al Kepuska works closely with Susan Carrier and Peggy Hicks on preparing the monthly reports for our clients, in billing with processing customers' requests, and mailing our clients' utility bills. He is also responsible for investigating business systems within the company and making recommendations on automating and making them more efficient. He has been able to streamline many processes in

MS Excel by programming big parts of them in Visual Basic Application for Microsoft Office. He works with every department that needs help in implementing or improving systems and procedures.

AI has earned a Bachelor's degree in Electrical Engineering, a Master's degree in Financial Engineering, has a great amount of accounting, programming, and general computer experience. His wide range of business, technical, and analytical skills are a great asset to the implementation of new projects and the team.

- **Location(s) of Key Project and Support staff**

Hemet Customer Service Center (HCSC)
380 N. San Jacinto Street, Suite 202
Hemet, CA 92543-3112

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

In addition to ACG, we are actively looking for WBE/DBE subcontractors

Jordan Foster, IT Administrator (ACG)

Jordan has expertise in Windows networking and administration. Certified in MCSE/MCSA, Windows Server 2003 with specialty in security and maintaining ACG active client networks performing tasks such as workstation hardware assembly, installation, Active Directory /integration/management, streamlining internal communication, firewall setup & configuration, network topology planning, implementation as well as custom created managed service offerings.

Travis "Dave" McRoberts, Senior Developer (ACG)

Dave has over 28 years experience working in engineering and software development. He earned a Bachelor's degree in Electrical Engineering from Cal State University, Fullerton in 1987.

During 9 years at Hughes Aircraft he developed software in a variety of contexts including Web application designing and developing full SQL database integration and Rich Internet Application (RIA) technologies. Other projects include FileMaker application development with full web integration, office automation, workflow management and document tracking. Business-to-business applications include java development with Web Methods, BSB software for Utility Customer Relations, Medical Office Management and Project Management, small business and inventory management.

Software development experience: All Microsoft Office applications, including Access, VBA and full integration with other MS Office applications. FileMaker 8 certified in database development including database design, layout design and full scripting, plug-ins and web publishing using XSLT and PHP. Web application development includes experience in .NET, MSSQL, MS SQL Reporting, Web Services, Flash Remoting, JavaScript, HTML, XML, Flex, Flash, and ActionScript. Primary Programming Languages: Visual Basic, Visual C#, .NET 2, SQL, HTML, JavaScript, PHP, ActionScript, XML, XSLT., C, C++, java, jsp, Oracle PL/SQL, UNIX shell

scripting Databases: MSSQL, MySQL, FileMaker, Access, ODBC, JDBC

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

Project Plan & Deliverables

Project Phases – Billing

Phase 1 - Initiation

We will meet with LFUCG staff to determine and refine the project scope, the needs and schedule, establish deliverables and due dates. We will review reporting requirements. We will also review general fiduciary requirements for follow up financial auditing and security.

Phase 2 - Planning And Design;

ENCO will create project plan; schematic design; resource needs; quality assurance and risk plan, audit plan, financial security and documentation plan, acceptance plan; data uploads/download and integration plan; communications protocol; reporting

Project Plan and Schedule

ENCO will work with LFUCG to develop agreed upon implementation plans once the initial scoping meeting has been held, where we can identify the goals and objectives and definitive requirements. All required plans would be prepared for review, input and approval. That being said, we would anticipate the following steps as we work through the project:

1. Meet with LFUCG to review project needs and goals, determine schedule and issues. Determine the stakeholders and the roles and responsibilities during the project.
2. Develop a Work Plan for the scope of work
3. Establish top-level project requirements and review hardware and software specifications
4. Develop the project organization specific assignments and responsibilities and project work scope; Project responsibility matrix
5. Identify major project technical risks & develop mitigation plans
6. Identify major project risks & develop mitigation plans
7. Establish project tracking system including the identify major project milestones
8. Develop a project reporting requirements for LFUCG approval
9. Conduct regular project status reviews
10. Prepare project budgets and develop the detailed project schedule
11. Conduct project reviews with LFUCG project manager and other stakeholders
12. Develop a project change-control methodology
13. Identify and track all project baseline changes
14. Identify and monitor customer needs
15. Develop initial Risk Assessment to identify, characterize, prioritize and document a mitigation approach relative to those risks, which can be identified prior to the start of the project. The Risk Assessment will be continuously monitored and updated throughout the project, with regular assessments open to amendment by the Project Manager. Risks to be considered are:
 - a. Time and cost estimates too optimistic.
 - b. Customer review and feedback cycle too slow.
 - c. Unexpected budget cuts.

- d. Unclear roles and responsibilities.
- e. Stakeholder input is not sought, or their needs are not properly understood.
- f. Stakeholders changing requirements after the project has started.
- g. Stakeholders adding new requirements after the project has started.
- h. Poor communication resulting in misunderstandings, quality problems and rework.
- i. Lack of resource commitment.

Detailed Project Schedule will be provided as part of the implementation of the project after the initial kick off and scoping meeting is held.

Phase 3 - Execution And Construction

- Build the solution to meet the customer's requirements
- Programming requirements delivery

Phase 4 – Data Conversion

Every client that comes to ENCO has existing data in another billing system. Many of these systems were custom-written by someone who is no longer available. Whatever the circumstance, converting data from one system to another is part detective work, part intuition, part magic, and mostly perspiration. Older billing systems can vary from a few files to hundreds of files. For that reason, ENCO specifies that data should be received in 3 flat files or spreadsheets.

This "Master File" conversion is done twice; once as a test so that we can validate the data and get used to working with it, and the second "final" conversion that balances with your old software and allows you to run parallel as long as you feel is necessary. The three spreadsheets that we use to convert contain the following data:

1. Premise/Account data, such as the names, addresses, phone numbers, and lots of other "static" data associated with an account. Our system contains many fields that can be used to hold Tax information, Tract/Block/Lot information, and other odds and ends. Most of this static data finds a home here.
2. Meter Data - Each meter has information associated with it, including readings and reading dates. At a bare minimum, we attempt to find and convert the last year's worth of meter reading data.
3. Transaction Data - many accounts will be converted with existing balances. For each identifiable debit or credit, an attempt is made to classify those outstanding balances and convert them so that the old and new system balance.

Often, this Master File data is contained in multiple places and may or may not be consistent with other data. Translating between what you see on your screen and what you send to us in the 3 specified files/spreadsheets would require someone on your end to help as an "interpreter".

Phase 5 - Monitoring And Controlling Systems

- Monitor schedule and delivery dates
- Audit controls
- Security and access to financial documents

- Background checks on our employees
- Retention and destruction procedures for records

Phase 6 - Ongoing Operations and Maintenance

- Establish regular customer interface meetings either in person or by phone to review progress and going needs to ensure deliverables continue to meet customer needs.
- Provide daily and ongoing control card for audit control

Creation and Delivery of Bills

ENCO will bill a Customer for charges for any calendar month in accordance with the Billing Cycle Schedule for the Customer's account statement. ENCO, along with LFUCG, will mutually determine the substance, format, and Billing Cycle Schedule for all Customer account statements. LFUCG may request that ENCO include inserts or other messages with the Customer account statement, provided that LFUCG shall be required to pay any incremental printing and other costs associated with such insert. Inserts printed in black only can be done on-site as shown on the pricing schedule. Four-color inserts can be printed, but large quantities are more affordable when ordered through our local print shop.

ENCO will provide programming and bill design services as required, and the design is able to accommodate the use of graphics, bar graphs and color where feasible. We can quickly update the bill templates, and allow for targeted messaging. All forms and envelopes are stored on site. Stocking procedures require minimum inventory of 2.5 months of stock to ensure that misprinted or spoiled stock does not delay processing. We are currently installing new high speed color printers that will allow us to print the bill stock on demand. We can provide several billing statement formats, including billstock with tear-off payment stub.

ENCO can provide sample bills online before bills are printed and mailed or sent electronically. Parallel processing during implementation is not a problem in order for LFUCG's approval. ENCO can provide data processing and display bills in graphical display such as .pdf format. Other templates can be designed to provide reprint, rebill, or bill summary information.

• Figure 1: Example Bill (we will match your existing billing or create a custom invoice as you choose.)

 <p>Missouri American Water P.O. Box 94551 Palantine, IL 60094-4551</p> <p>Customer Service and Emergencies Please call 877-811-8700 24 Hours</p> <p>Tammy A Customer 123 W Edmond Street St Joseph, Mo 64507</p> <p>Visit us online at www.water.paymybill.com</p>	<table border="1"> <tr> <th>Due Date</th> <th>Account# /Premise#</th> </tr> <tr> <td>10/24/2011</td> <td>35-1423273-9 35-0384340</td> </tr> </table>	Due Date	Account# /Premise#	10/24/2011	35-1423273-9 35-0384340
	Due Date	Account# /Premise#			
10/24/2011	35-1423273-9 35-0384340				
	<table border="1"> <tr> <th>Billing Date</th> <th>Amount Due</th> </tr> <tr> <td>10/12/2011</td> <td>\$15.78</td> </tr> </table>	Billing Date	Amount Due	10/12/2011	\$15.78
Billing Date	Amount Due				
10/12/2011	\$15.78				
<table border="1"> <tr> <th>Service Address</th> </tr> <tr> <td>123 W Edmond Street</td> </tr> </table>		Service Address	123 W Edmond Street		
Service Address					
123 W Edmond Street					

Meter Number	Service Dates		Meter Readings		Multiplier / Usage	Amount
	From	To	Previous	Current		
Customer Wastewater Charge						\$15.70
Taxes						\$.08
Current Charges						\$15.78
Total Current						\$15.78
Previous Balance						\$15.78
Payments as of 11/1/2011						(\$15.78)
Past Due Balance						\$0.00
Total Due						\$15.78

All bills are delinquent if not paid by the Due Date listed above.
Interest charges will be incurred after that date.

Please detach bottom portion and return

<p>Missouri American Water P.O. Box 94551 Palantine, IL 60094-4551</p> <p>This stub ensures that your payment is processed accurately. Please detach and return stub in the envelope provided.</p> <p>Tammy A Customer 123 W Edmond Street St Joseph, Mo 64507</p>	<table border="1"> <tr> <th>Due Date</th> <th>Account# /Premise#</th> </tr> <tr> <td>10/24/2011</td> <td>35-1423273-9 35-0384340</td> </tr> <tr> <th>Billing Date</th> <th>Amount Due</th> </tr> <tr> <td>10/12/2011</td> <td>\$15.78</td> </tr> </table> <p>Note: Delinquent if not received by 11/02/2011.</p> <p>Enter Amount Enclosed: \$</p> <p>Make checks payable to: Electrical District No. 3</p>	Due Date	Account# /Premise#	10/24/2011	35-1423273-9 35-0384340	Billing Date	Amount Due	10/12/2011	\$15.78
Due Date	Account# /Premise#								
10/24/2011	35-1423273-9 35-0384340								
Billing Date	Amount Due								
10/12/2011	\$15.78								

00043455010000179472

ENCO will deliver Customer bills by regular or bulk metered U.S. mail and electronically to those Customers who have signed up for electronic billing. Statements may also be posted on a secure, integrated Website where customers can view their current and prior bills, make payments and request various services, including recurring ACH and credit card payments. For regular mail, ENCO uses Pitney Bowes Smart Mailer software to pre-sort mailings. Lowest first class bulk rate requires CASS certification of addresses as well as NCOA (National Change of Address) updates.

Bill Remittance

Please see Vendor question's #3 for ENCO's bill remittance scope and phases of work.

Collection Services

ENCO will notify Customers of amounts overdue for charges. Such collection practices shall conform to all requirements of applicable law. ENCO will reconcile amounts collected against charges for each Customer Account and identify Customer Accounts with past due balances.

Collection of Customer Charges shall be available by mail-in, walk-in, and such other forms when it is economically feasible to establish. ENCO will establish a U.S. Post Office Box for receipt of mailed payments. Customers will also be able to pay Charges by walking into the ENCO Offices to make payment. All payments received will be deposited into LFUCG's

designated bank account within 24 hours of receipt.

Nonpayment of Charges

ENCO will pursue collection of unpaid, overdue amounts from customers in accordance with appropriate tariffs and collection policies including termination of the customer’s electric service for nonpayment.

Termination of Customer’s Electric Services

ENCO will request termination a Customer’s Services for nonpayment of Charges in accordance with the termination policies and procedures approved by LFUCG.

Use of Collection Agency

ENCO will work with LFUCG to identify and select a Collection Agency(s) to assist with the continued collection efforts. The Collection Agency will be used in accordance with and approval of LFUCG rules and regulations only to collect unpaid Charges after Customer’s service has been terminated for nonpayment, or if the customer should request that his service be closed and such closing bill is not paid within established timeframe.

	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13
Phase 1: Planning	◆	◆											
Phase 2: Data design		◆	◆	◆	◆								
Phase 3: Programming				◆	◆	◆	◆	◆	◆				
Phase 4: Sys Adjustments									◆	◆	◆		
Phase 5: Go Live												◆	
Phase 6: Certification													◆

Assumptions and Constraints

ENCO has no constraints in regard to the project scope. We can provide a full level of service.

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.**

ENCO currently utilizes a customer billing database for its clients can deliver every aspect of what the LFUCG is asking, and we can quickly provide or alter services if the project evolves or changes. We also constantly look for ways to optimize processes and deliver higher value, and LFUCG can be assured that they have a partner in delivering the highest customer satisfaction at the greatest cost effectiveness.

Upon authorization to proceed, ENCO will coordinate an initial team planning session to launch the deployment plan. We believe this planning process is critical to delivery of a successful program that meets the needs of LFUCG. Topics will include, but not be limited to, the following:

- *Review of goals, implementation schedules, oversight and reporting requirements with management team*
- *Review of requirements and case scenarios.*
- *Identification of database system processes to allow for tracking of customer bills and mailings*
- *Review of safeguards and data system security to ensure that it meets the needs of LFUCG*
- *Development of HCSC training collateral materials – establishment of review and approval process, brand protection and specific program management contact information.*
- *Establishment of data transfer needs and delivery methods*
- *Schedule for transition and implementation*
- *Record and track results, performance measures*
- *Discussion and review of proposed records maintenance procedures*
- *Agreement on deliverables and schedule, regular communications*

Information Required from LFUCG for Billing

After the initial requirements have been agreed upon, ENCO will need the below information for billing:

- *Provide 12 months of customer data to build the customer database*
- *Provide current rates for all user fees*
- *Customer information (contact and mailing information)*
- *Rate code and rate sheets*
- *Volume metric*
- *Billing schedule*
- *Number of billing cycles*
- *Which cycle each customer is in*
- *Utility regulations and guidelines for customer service and billing delivery*

LFUCG Responsibilities:

- *Assign resources to work with our implementation team. This will include project management and implementation related resources, testing resources, documentation review resources, and operations resources.*
- *Provide all required data and related materials. However, LFUCG will maintain ownership of this data and materials.*
- *Attend project status meetings.*
- *Review all deliverables.*
- *Provide formal acceptance of each deliverable in writing when complete.*

Billing Charge Calculation

ENCO will establish an Account for each Customer in its billing system. ENCO will maintain records of any changes to a Customer's Account information (e.g., name, billing address or telephone number change). ENCO utilizes its own Customer Relationship Management software for customer inquiries and notes and also utilizes BillMaster for billing.

ENCO will calculate charges for Customers based on Tariffs and Customers' usage data. ENCO will screen all Customer usage data for accuracy in accordance with its standard practices prior to calculating charges. We can handle custom rates, seasonal rates, variable tax charges and pro-ration formulas. ENCO will include charges in the Customer's account statement on ENCO's next scheduled billing date.

System Security

ENCO currently uses encrypted emails and secured website transfers for transmission of confidential information and check images uploaded to financial institutions.

Data hosting is conducted on-site at the HCSC, with appropriate server farms and backs up nightly to a secure out of state repository. Three T-1 data trunks that serve the telephone switch at the HCSC and two T-1's that serve the Internet. Workstations and infrastructure has been installed to handle over 40 CSRs operating concurrently throughout the location in Hemet. Our database servers are fault tolerant platforms that are maintained 24/7 for maximum uptime and reliability and supported by UPS.

The HCSC maintains information in a separate and unique database to both provide redundancy and minimize "back door" security issues. These databases are backed up in real time and also backed up to a local server and an off-site server through fully automated and monitored backup procedures. Historical backups are groomed on a monthly basis, which provides for 30 days of historical backup. We are committed to protecting our mutual data investment, and will adjust the back-up procedures as necessary to accommodate any additional security or safety requirements. ENCO will ensure that its database is secure via multiple measures such as firewalls, passwords, etc.

The HCSC data infrastructure includes utilizing open-architecture databases specifically designed for the tracking and maintenance of utility and call center programs. From an access perspective, the HCSC employs web-based database access utilizing multiple languages that include (but are not limited to) XML, .Net, Java, Terminal Server, and Citrix. These platforms support remote connection to our databases 24/7/365. The HCSC IT staff is uniquely qualified and experienced in many technologies like, FileMaker Pro, Access, VB, VBA, SQL, Oracle, Lotus Notes, C++ just to mention a few. We can easily load a Cisco VPN program to access LFUCG's network Internet connection.

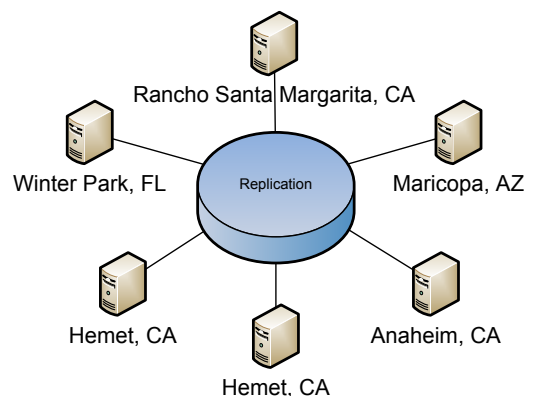
Disaster recovery

Data Replication

All FileMaker replication servers synchronize data between each node. In the case of a server crash, the remaining nodes continue replication between each other until the downed server comes back online. Once the failed node is up and running, synchronization resumes. Hemet has two FileMaker Servers as well as redundant T1 lines. UPS power protection is implemented in all locations except Maricopa. Servers are built with RAID configuration to ensure redundancy in case of drive failures.

Onsite and Offsite Backups

Local database files are backed up onsite for quick/effective recovery



nightly, weekly and monthly. Shadow copies for network drives and database files are backed up three times a day. Offsite backups ensure worst case scenario disaster recovery. Backups are run during off-peak hours around 10:00 pm to 7:00 AM over the Internet, using 128-bit SSL encryption during transfer, 448-bit Blowfish encryption once transferred, version (snapshot) support up to 30 days in the past, open/locked file support and 24/7 recovery availability. System maintenance is performed routinely to ensure all updates are performed.

Offsite Data Center Details

- **Seismic Safeguards** - The data center is wholly supported by 24 seismic base isolators, and reinforced by seismic slider bearings and bracing. This support can withstand a 7.5 magnitude earthquake and meets the Zone 4 Essential Services standard.
- **Location** - Berkley Data Systems Data Center - Salt Lake City, Utah
- **Fire Detection & Suppression System** - The INERGEN® gas fire suppression system is a waterless system that releases a mixture of nitrogen, argon and carbon dioxide to extinguish fires by reducing the available oxygen to less than 15%.
- **Power** - Power is conditioned and protected by four redundant 500 KVA Liebert UPS systems, twelve redundant PDU systems, a DC power rectifier and an ATS. The power is guaranteed by three 1.7 Megawatt generators supplied by 10,000 gallons of reserved Diesel fuel storage.
- **Business Continuity** - In the case of a local system failure, terminal servers are available for remote connection in Hemet and Anaheim, CA. These are available while the local system is being recovered.

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

ENCO utilizes software that allows for extensive searching and reporting. The software also gives the ability to create, store and view a virtually unlimited number of notes on nearly any aspect of the account – from addresses and names to customer deposits or meters. It's even possible to include links that take you directly to other related documents or notes.

ENCO's software has the ability to filter (remove) statements by authorized personnel from the electronic database for exceptions including:

- Statements that are recalculated during the billing period
- Statements where the account has had an adjustment
- Statements where the account has had a classification change
- Previously identified problem accounts

ENCO will electronically notify LFUCG monthly of (a) the number of Accounts established and terminated, (b) the total number of accounts and aggregate amount of charges billed, and (c) the aggregate amount of adjustments to charges previously billed or collected.

Our software includes an extensive library of detailed reports on customer account information, meters, A/R, billing, transaction history and general ledger activity. There are ACH and budget billing reports to cover various

payment plans, not to mention specialty reports such as meter block consumption. Our standard consumption analysis report gives total and detail for meter consumption, current or historical, and can be broken out down to the rate tier level. Custom reports can be created very quickly and easily.

All previous bills and notices sent to customers may be instantly reviewed, emailed or printed by CSRs and LFUCG Staff. ENCO shall maintain records of inquiries of Customers or potential Customers, including resolution of such inquiries, in accordance with its standard practices, and shall update Customer account records to reflect Customer inquiries on a regular basis. LFUCG staff will have access to all historical data with the ability to print or email any statement on a real-time basis.

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

ENCO can accommodate check, online payment, pay-by-phone payment and in-person payment.

ENCO Utility Services (ENCO) currently receives and processes check payments for two clients. Both are non-local public electric utility entities. Checks are received daily in the mail and processed at ENCO's Customer Service Center in Hemet, California and at a Client's local office in Arizona. Similar project methodology and plan will be enacted for LFUCG. A description of the process follows.

ENCO proposed processing solutions includes, but is not limited to the following activities:

- Reducing or Eliminating prep, paper handling, and other manual tasks to improve efficiency which results in superior transactional integrity.
- Collapsing the workflow for the most efficient, secure technology for remittance processing.
- Advanced technology to provide the quickest deposit-ready remittance processing available today.
- Inherent operational process quality improvement
- Provision of a common landing zone for scanned document images
- An optimal Check 21 processing capability
- Support for a phased-in approach that scales as needed in both volume and technology
- Flexible and powerful, yet easy-to-use, document classification, recognition and indexing capabilities
- Open architecture for future connectivity to other technology components

- Systemic controls, quality improvements and audit capabilities, including automated workflow monitoring, statistical tracking and performance reporting modules

Remittance Processing Platform Technology - Initial Processing

ENCO's remittance processing solution utilizes technology that reduces processing time while increasing operational efficiency. Our approach is as follows from an operational viewpoint. RemitPlus and OPEX Software provide Payment Processing and Check21 solution for ENCO. The solution consists of the following major components:

- Mailroom document processing automation using Opex AS7200i scanners for payment mail.
- MavBridge™ Image workflow for processing of documents and checks.
- RemitPlus remittance processing software for outputting comprehensive payment data to AR database.
- Release method for outputting document images and index data to a document management system.
- Image Web Archive for scanned documents and payments.
- System Reporting.
- Productivity Tools: Real-Time Status, Statistical Tracking, Workflow Monitoring, and Smart Track.



Remittance Processing Platform Technology - Check and Document Processing

When we are using the Opex Hardware to process payments, the Mavro Software images all items then creates virtual batches (singles; multiples; checks only; etc) and sends them to the RemitPlus Software where the payments are processed.

The remittance-processing platform interfacing software provides the functionality that reads, endorses coupons and checks by providing front and back images of both. Data and images are routed to a central server whose basic functionality is to monitor image sources using import modules to gather information from the multiple capture hardware devices and perform Data Enrichment tasks on imported documents, and output images and metadata using Release Scripts in a defined format. After data is captured, the system will provide payment balancing and reconciliation via workstations. Operators are able to fix any work items via image display. The image can be adjusted in size and gray scale for detailed analysis. ENCO will perform a validation of data through various checks and balances supported by the reconciliation process.

General Process

1. Imports batches and identifies transactions.
2. Manual classification utilized to classify remaining forms.
3. RemitPlus remittance processing software is utilized to process checks and balance amounts.
 - a. Recognition data utilized from scanning devices
 - b. Additional Recognition (MICR, OCR, ICR, OMR, 1D Barcode, 2D Barcode) and Image Enhancement can be applied automatically or via operator interaction.
4. Smart Track will provide a complete audit trail both electronically for each transaction and physically for each piece of paper/transaction/batch that passed through the system.
5. A variety of reports are available:
 - a. Deposit Reports
 - b. Reject Reports
 - c. Capture Statistics by Operator, Machine or Job
 - d. Workflow Statistics for each step in the process
 - e. Users of the system can select reports pertaining to their interests and can save to favorites for daily, weekly or monthly reports for consistent historical analysis.

RemitPlus Check Imaging & Payment Batch Creation

ENCO uses hardware from OPEX and software from Mavro for document processing and software from ProfitStars® call RemitPlus for imaging and payment batch creation. The ProfitStars brand also will encompass select legacy products and services historically sold almost exclusively to bank and credit union clients.

Checks received in the mail are loaded into the OPEX document processing system, then reviewed by the Cashier for valid dates, signature, payee and amounts. The Cashier runs the coded bill stub, check payment, envelope through the RemitPlus check scanner which reads the documents and creates an encrypted image file which is uploaded to the bank electronically and a text file which is used to upload the payments into the billing system. It also endorses the checks for deposit only. Checks received without stubs are coded by data entry

by the Cashier. At the end of the process, a batch report is printed and scanned for errors.

Once the payments are loaded into our system, the transactions are compared to the balance on the account from the AR report or other data provided by the client to locate possible misapplied payments.

The bank deposit amount is verified after the upload with an electronic acknowledgement from the bank. The next day, the deposit is verified against the bank's website. ENCO does not have the ability to make withdrawals or transfers from the Client's bank account.

Physical checks are stored in a locked cabinet for two months after batch processing in case the actual check is needed for dispute resolution. RemitPlus stores an electronic image permanently for review.

Daily, the payment batch transaction report is sent via secure file transfer to the client for upload to their billing system. Prior to this transmission of the transaction report, the Account Services Manager reviews the system's Batch Control Card to ensure that the information reported on the agrees to the batch deposit receipts.

The Cashier emails confirmation of the deposit and also mails a copy of the deposit receipts to the Client, to assist in the Client's bank reconciliation.

RemitPlus

RemitPlus is an automated electronic check processing solution that simplifies the remittance process by providing the ability to scan and capture images of checks and payment vouchers, stubs or coupons.

RemitPlus scans from a desktop scanner and routes the images via an x9.37 cash letter. The advanced character recognition reads and stores the amount, endorses the checks, and saves the selected identifiers from the coupons – whether free form, barcode, or OCR. This significantly reduces the errors generated through manual entry. The operator can view the front and back of the check image while correcting any misread items. This process converts all paper checks into an electronic funds transfer (EFT) and transmits through the secure ACH or Check 21 image exchange network. The check is converted to an Image Resource Document (IRD) to initiate a one – time debit, and deposits are credited within 24 hours.

In addition to the imaging and endorsing capabilities, the archival features allow enhanced search ability for instant retrieval of check images. A payment can be searched by amount, account number, name and more.

RemitPlus also eliminates the need to manually post payments to accounts receivable. When the batches are balanced, users can click a button and the software extracts all the information and creates a posting file that can be exported to almost any billing system.

Quality Assurance Audit

After the payment file has been created it is exported to Excel for audit. Using the VLOOKUP function the payments are compared to information from the client's Accounts Receivable Aging. The payment is compared to the account balance, past due balance, last payment, last payment date, and account status (open or closed). This procedure averages approximately 20 minutes for a 300 payment batch.

For 2010, one client averaged 12,500 payments per month. At year-end, our accuracy rate for payments was 99.96%. Our audits stopped 598 payments from being misapplied to an incorrect account. Another Client averaged 5,300 payments per month for 2010. Our accuracy rate was 99.99% with 56 possible misapplied payments caught.

Other Remittance Services

In addition to check payment services and remote (Check 21) deposits, we have established online credit card and echeck payment portals through links to our client's websites. The customer chooses the payment option on the Client's website and a new window with the entities' logo appears. These payments are visible within 30 seconds to our Remittance Processing Department and settle within 24 hours. A daily settlement report from our Merchant Services Provider gives the totals and the Processor (Authorize.Net) site has a download feature to export the payments to Excel. From there a Quality Assurance audit is performed and the file saved in the format necessary to upload to our billing system. The totals are compared to the settlement report to ensure all payments are captured. ENCO also offers Recurring Payments to its Clients.

The customer applies for the program through the Client website and an encrypted email is generated to the Remittance Supervisor at ENCO-HEMET. The email is decrypted and the information entered on a flash drive. Since the monthly bill amounts vary each month, the Recurring Payments feature cannot be used in Authorize.Net. The Recurring Payment Master List on the flash drive is used to maintain the participants and create an upload file in a .csv format for Authorize.Net each month. The flash drive and the backup drive are stored in a locked cabinet in the Remittance Department at ENCO-HEMET.

- 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.**

24/7 Bilingual Customer Support – Hemet, CA Customer Service Center

ENCO will make a 24/7/365 bilingual (Spanish) toll free telephone number available to Customers or potential Customers for inquiries related to Services (including Customer inquiries regarding charges and other matters concerning Customer account statements, outages, usage, payments and deposits, Tariffs and turn-ons, turn-offs and transfers of Services), and will include such number on each Customer's account statement.

ENCO telephone representatives will be available to answer inquiries related to Services. Certain basic Customer inquiries may be handled by interactive voice response. ENCO will be responsible for adequately training its personnel to answer Customer inquiries.

ENCO will attempt to resolve all Customer disputes relating to charges in accordance with policies and procedures. Any adjustments to a Customer's Charges will appear on the Customer's next account statement or interim "billed to date" billing. Any overcharges previously paid by a Customer will be credited on the Customer's next account statement or interim "billed to date" billing.

ENCO shall develop policies and procedures for ENCO telephone representatives to respond to Customer inquiries, including policies and procedures, approved by LFUCG, for processing requests for turn-ons, turn-offs and transfers of Services, generating service orders and scheduling service calls based on such requests, and communicating such orders and schedules to personnel performing applicable field service work. ENCO will attempt to resolve Customer inquiries in accordance with such policies and procedures. In order to minimize Customer dissatisfaction and expedite the resolution of service and adjustment claims, ENCO and LFUCG shall establish appropriate lines of communication to address specific non-routine situations.

CSC		Website Electronic Interactions	
Metric	Performance	Metric	Performance
Service Level	90% answered in 30 seconds	E-contact, phone final response time	99% in 12 hours
Call Abandoned Rate	2% or less	Email acknowledgement time	98 % in 12 hours
Information System Availability	99.9%	Real-time Website Interaction Capability	99%
% Inquiries Handled on 1 st Contact	90%	% Requiring Telephone Intervention, excluding scheduling conflicts	25%
Triple T-1 lines, 80 line digital switch		Data back up hourly on site and every 12 hours offsite	

The average speed of answer is 30 seconds, and the average grade of service is 93% - meaning that 93% of all calls are answered in 30 seconds. The CSC can monitor how many calls are active, the speed of the completed calls, the number of abandoned calls, and the number of calls in queue - just to name a few metrics.

In-Person Counter Customer Service – Lexington, KY

ENCO can also staff and provide in-person counter customer service for all of the same services proposed in this scope of work.

- 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.**

Phase One: Completion of Detailed Implementation Plan

- ◆ Client location tour; Implementation teams meet
- ◆ Database parameter requirements interviews
- ◆ Definition of customer history for upload to BillMaster system
- ◆ Preliminary draft of implementation schedule
- ◆ Specifications for reports, data transfers and website screens
- ◆ Specifications for client access to BillMaster and FileMaker systems

Phase Two: Design of Database & Conversion Upload

- ◆ Database parameter design
- ◆ Sample file customer archive data files for upload
- ◆ Security parameter settings
- ◆ Remittance process design; transition procedures

Phase Three: Programming

- ◆ Database set-up in BillMaster and FileMaker
- ◆ Test of conversion upload
- ◆ Preliminary test of invoices, read uploads & reports
- ◆ Implementation/testing of website
- ◆ Design & order of billstock

Phase Four: System Adjustments & Project Review

- ◆ Review of all system parameters, processes & reports for adjustments
- ◆ Supervisor training; testing of all processes & procedures
- ◆ Begin training for CSRs, billing & remittance processing

Phase Five: Go Live

- ◆ Upload of final customer data; sync of account balances
- ◆ Completion of procedure documentation
- ◆ Complete personnel training

Phase Six: Final Testing & Certification

- ◆ Final testing of all processes, procedures & reports
- ◆ Client sign-off – implementation complete

	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13
Phase 1: Planning	◆	◆											
Phase 2: Data design		◆	◆	◆	◆								
Phase 3: Programming				◆	◆	◆	◆	◆	◆				
Phase 4: Sys Adjustments									◆	◆	◆		
Phase 5: Go Live												◆	
Phase 6: Certification													◆

Pricing Matrix and Terms

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

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

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

Set up fee will be \$166,000

Year	Billing Service Price Per Bill	Customer Service Price Per Bill	Other Price Per Bill	Total Price Per Bill
Year 1	\$1.43	\$0.38	\$0.11	\$1.93
Year 2	\$1.43	\$0.38	\$0.11	\$1.93
Year 3	\$1.43	\$0.38	\$0.11	\$1.93
Year 4	\$1.43	\$0.38	\$0.11	\$1.93

Pricing Approach:

- Set up fees, pay 70% up front, and balance upon completion, including the following:
 - Data conversion
 - Bill format
 - Billing system and tariffs
 - Set up of remittance processing system with encrypted remote bank deposits
 - Set up of online bill viewing and payment via secure portal from LFUCG existing website
 - Project management for implementation, testing and go live

- Establishing of remote billing system for LFUCG to run reports and access system
- Monthly fee billed at the end of each month of serviced and due within 30 days. This pricing includes:
 - Receipt and uploading of all billing information
 - Maintenance of established rates and tariffs
 - Calculation of bills
 - Bill printing, stuffing and mailing.
 - Postage and paper
 - Remittance processing. Primary remittance processing will be received in our CSC in CA; call center will process credit card, debit and e-check. And front counter to process cash.
- Pricing also assumes USPS first class rate of \$0.39
- Pricing excludes bank and check processing fees from credit and check processing companies. All attempts will be made to minimize these fees.

Customer Service Component:

Pricing includes 24/7 bilingual customer service call center, and front counter personnel (three full time, one part time)

Other:

Price includes bill stuffer, two-page, full color, 24-pound paper, printed stuffed and mailed quarterly



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 cursive script, 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: ENCO Utility Services, LLC

ADDRESS: 8141 E. Kaiser Blvd., Suite 212; Anaheim, CA 92808

SIGNATURE OF SUBMITTER:

A handwritten signature in cursive script, appearing to read "Paul M. Drigose", written over a horizontal line.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

ADDENDUM #2

RFP Number: **#40-2011**

Date: November 10, 2011

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

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

TO ALL PROSPECTIVE SUBMITTERS:

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

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

A handwritten signature in cursive script, 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: ENCO Utility Services, LLC

ADDRESS: 8141 E. Kaiser Blvd., Suite 212; Anaheim, CA 92808

SIGNATURE OF SUBMITTER:

A handwritten signature in cursive script, appearing to read "Ruby M. Drigose", 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 8th, 2011 at 2:00PM.

A handwritten signature in cursive script that reads "Brian Marcum".

Brian Marcum, Director
Division of Central Purchasing

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

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

PROPOSAL OF: ENCO Utility Services, LLC

ADDRESS: 8141 E. Kaiser Blvd., Suite 212; Anaheim, CA 92808

SIGNATURE OF SUBMITTER:

A handwritten signature in cursive script that reads "Ruby M. Drigose".

From: Treena Colby <tc@cyp-res.com>
Subject: ENCO MBE/WBE subcontractor search request
Date: December 7, 2011 1:37:51 PM EST

5 Attachments, 109 KB

From: "Marilyn Clark"
Subject: RE: ENCO MBE/WBE subcontractor search request
Date: November 29, 2011 3:50:54 PM EST
To: "Treena Colby"

Hi Treena,
I have attached lists for the following specialty areas:
Printing Paper
Temporary Labor
Advertising
Internet Service Providers
Graphic Designers

Good luck with your bid. Please let me know if you need more information.

Best regards,
Marilyn Clark, CCDP
Minority Business Enterprise Liaison
LFUCG Division of Central Purchasing
200 East Main Street, Room 341
Lexington, KY 40507
859-258-3323
mclark@lexingtonky.gov
www.lexingtonky.gov/MWBE

From: Treena Colby [mailto:colby@encous.com]
Sent: Monday, November 21, 2011 2:54 PM
To: Marilyn Clark
Subject: ENCO MBE/WBE subcontractor search request

Hello Marilyn,

Thank you for assisting ENCO in identifying MBE/WBE companies for the Billing Collection Services RFP. Specifically, we seek companies with the below capabilities:

- 1) Setting up online bill payment services - (creation of a website interface/secure payment portal through a national provider such as Authorize.net)
- 2) Setting up auto phone payment system
- 3) paper supplier (envelopes, paper, etc)
- 4) Printing services

Thank you for your help,
Treena



[MWBE Certi...1.xls \(19 KB\)](#)



[MWBE Certi...1.xls \(26 KB\)](#)



[MWBE Certi...1.xls \(21 KB\)](#)



[MWBE Certi...1.xls \(14 KB\)](#)



[MWBE Certi...1.xls \(29 KB\)](#)

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 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.



ENCO Utility Services

Signature

Name of Business

2.00 The Way We Work

2.01 Employment at Will

Employees hired to work at ENCO Utility Services are not hired for a specified term. "At will" employment means that you and the Company enjoy the mutual right to terminate the employment relationship at will. As an employee you have the right to terminate your relationship with the Company at any time, for any reason, with or without good cause and with or without notice. Likewise, the Company has the right to terminate the employment relationship with you under the same circumstances.

The Company prohibits anyone from entering into employment contracts of any type that deviate from this policy unless in writing and signed by the President of the Company.

2.02 Employment Decisions

ENCO Utility Services has the right to make any and all employment decisions that it deems necessary, at any time and for any reason, so long as such employment decisions are not in violation of any law. This includes, but is not limited to, the following:

- ⇒ The right to discipline employees for violations of Company policy;
- ⇒ The right to demote employees; and
- ⇒ The right to terminate employees.

2.03 Equal Employment Opportunity

ENCO Utility Services is an equal opportunity employer. We will not unlawfully discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, ancestry, sex, sexual orientation, age, religion, creed, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, military service status, citizenship status, or other characteristic protected by state or federal law or local ordinance.

When necessary, we will reasonably accommodate employees and applicants with known disabilities if the person is otherwise qualified to safely perform all essential functions of the position.

2.04 Immigration Law Compliance

ENCO Utility Services complies with Federal Immigration Law. This law requires that all individuals provide employment verification information before they begin work. To satisfy this requirement, every individual must complete a Federal I-9 Form, which

requires providing satisfactory evidence of identity and legal authority to work in the United States.

2.05 Unlawful Discrimination/Harassment

It is the Company's policy to prohibit all forms of unlawful discrimination/harassment, including but not limited to, discrimination/harassment based on race, color, national origin, ancestry, sex, sexual orientation, age, religion, creed, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, military service status, citizenship status, or other characteristic protected by state or federal law or local ordinance.

If you feel you have been subjected to any type of unlawful discrimination/harassment, you must report it to management immediately. Every effort will be made by the Company to investigate and resolve promptly and effectively all complaints. All employees, including managers and supervisors, may be subject to discipline, up to and including discharge, for any act of unlawful discrimination/harassment they commit.

All employees must read and sign the attached Unlawful Discrimination/Harassment Acknowledgment Form.

2.06 Standards of Conduct

A commitment to excellence is at the heart of ENCO Utility Services. You represent the Company while on the job, at Company functions and whenever the public perceives you as representing the Company. You are expected to maintain appropriate conduct at all times.

The following examples of misconduct on your part are the types of conduct that will result in disciplinary action, up to and including discharge. These are merely examples of misconduct, and are not intended to be a complete list.

- ⇒ Insubordination
- ⇒ Dishonesty
- ⇒ Intoxication/Influence of controlled drugs
- ⇒ Smoking on Company premises
- ⇒ Negligence in the performance of duties
- ⇒ Willful destruction or theft of Company property
- ⇒ Violation of the Company's personnel policies, procedures or safety rules
- ⇒ Unauthorized absences
- ⇒ Unlawful discrimination or harassment of any type
- ⇒ Abusive, rude, or other unacceptable behavior deemed inappropriate by management towards any customer or employee

A violation of any standard of conduct, whether listed above or not, may result in disciplinary action, up to and including immediate discharge.

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.

A handwritten signature in cursive script, appearing to read "Ruby M. Irigoyen".

Ruby Irigoyen, ENCO
December 7, 2011



Trena Colby <treenacolby@gmail.com>

subcontracting opportunity for LFUCG bill RFP

1 message

Trena Colby <colby@encous.com>

Wed, Dec 7, 2011 at 1:48 PM

Reply-To: colby@encous.com

To: treenacolby@gmail.com

----- Original Message -----**From:** "Trena Colby" <colby@encous.com>**Sent:** December 1, 2011 7:22**Subject:** subcontracting opportunity for LFUCG bill RFP

Hello,

ENCO Utility Services is bidding on the RFP from Lexington Fayette Urban County Government for Billing Services (attached). ENCO is looking for subcontractors that could provide:

- 1) Graphic Design and Web development services for online portal creation, including online bill paying.
- 2) Creation of a phone payment system
- 3) Paper supplier for bills: paper with tear sheet, envelopes, etc.
- 4) Printing services
- 5) Staffing services for counter customer service

Please contact me via email if you are interested in subcontracting and please indicate which area your company can provide services.

Thank you, and we look forward to the possibility of working with you.

Best regards,

Trena Colby
Business Development
ENCO Utility Services
[206-915-5516](tel:206-915-5516)

 **RFP #40-2011 Billing Collection Services - Sewer, Landfill, Water Quality Fees.pdf**
930K

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____ RFP#40-2011 _____

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.
We are in continued talks and negotiations with the firms listed have the fullest intention of subcontracting with one or more firms:

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.



**ENCO Utility Services
Company**

**Ruby Irigoyen
Company Representative**

**December 7, 2011
Date**

**Senior Vice President of Customer Services
Title**

Firm Submitting Proposal: ENCO Utility Services

**Complete Address:
8141 E Kaiser Way, Suite 212 Anaheim, CA 92808**

**Contact Name: Ruby Irigoyen Title: Senior VP of
Customer Services**

Telephone Number: 951.925.8092 Fax: 951.257.0316

Email address: irigoyen@encous.com

WORKFORCE ANALYSIS FORM

Name of Organization: ENCO UTILITY SERVICES, LLC

Date: 11 / 29 / 11

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	6	4	1	-	-	-	-	-	1	4	2
Professionals	2	2	-	-	-	-	-	-	-	2	0
Superintendents	0	-	-	-	-	-	-	-	-	0	0
Supervisors	15	1	11	-	1	-	2	-	-	1	14
Foremen	6	4	-	1	-	-	-	1	-	6	0
Technicians	0	-	-	-	-	-	-	-	-	0	0
Protective Service	0	-	-	-	-	-	-	-	-	0	0
Para-Professionals	3	1	-	-	-	-	1	1	-	2	1
Office/Clerical	57	3	31	1	13	4	5	-	-	8	49
Skilled Craft	15	13	-	2	-	-	-	-	-	15	0
Service/Maintenance	2	2	-	-	-	-	-	-	-	2	0
Total:	106	30	43	4	14	4	8	2	1	40	66

Prepared by: TRACY NORYS, HUMAN RESOURCES SUPERVISOR
Name & Title