

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** November 17, 2025

**Presenter's Name and Title:** Samantha Edouard, Chief Administrator and Alicia Ayum, Director of Procurement

**Prepared By:** Zendra Williams, Senior Utility Billing Manager

**Temp. Reso. Number:** 8560

**Item Description:** Temp Reso #TR8560 APPROVING THE PURCHASE OF UTILITY BILL PRINTING AND MAILING SERVICES FROM ENCO UTILITY SERVICES FLORIDA L.L.C., THROUGH THE UTILIZATION OF THE CITY OF MILTON COMPETITIVE AGREEMENT, IN THE AMOUNT OF \$380,000 DURING FISCAL YEAR 2026.

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk: None**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_ feet of the property on \_\_\_\_\_  
(fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes  No

**REMARKS:** Funding in the amount of \$380,000 has been allocated in the Fiscal Year 2026 budget as follows: \$270,000 from GL Account #410-10-110-513-000-604200 labeled Postage and \$110,000 from GL Account #410-10-110-513-000-603190 labeled Professional Services.


**Content:**

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 8560
- Attachment(s)
  - Attachment 1: Executed Piggyback Agreement



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Kevin E. Adderley, Director of Financial Services

**DATE:** November 12, 2025

**RE:** Temp. Reso. No. 8560 approving the purchase of Utility Bill Printing and Mailing Services from Enco Utility Services of Florida LLC

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8560, approving the purchase of Utility Bill Printing and Mailing Services from Enco Utility Services Florida LLC (“Enco”), through the utilization of the City of Milton competitive agreement, in the amount of \$380,000 during Fiscal Year 2026 (“FY26”).

**ISSUE:** Pursuant to Section 2-412(a)(1) of the City Code, approval of the City Commission is required for a purchase or combined purchases by a single City department of commodities or services estimated to exceed \$75,000 from the same person or entity in a fiscal year, regardless of whether the competitive bidding or competitive proposal procedures were followed.

**BACKGROUND:** The City currently outsources the utility bill printing and mailing services to Enco. The City is piggybacking an Agreement between Enco and the City of Milton, which expires on March 31, 2026 with automatic annual renewals. This agreement was awarded through the City of Milton’s Request for Proposal #2017-10-014.

**DISCUSSION:** The City bills approximately 35,000 residents and businesses for water, sewer and sanitation usage, and utilizes the utility billing process to communicate important information to residents and businesses such as utility rate increases, water quality reports, renewal of burglar alarms and City social events by using the reverse side of each statement. To date, Enco has provided the services without any disruption to the customers.

**ANALYSIS:** Funding in the amount of \$380,000 has been allocated in the Fiscal Year 2026 budget as follows: \$270,000 from GL Account #410-10-110-513-000-604200 labeled Postage and \$110,000 from GL Account #410-10-110-513-000-603190 labeled Professional Services.

Temp. Reso. No. 8560

10/29/25

11/10/25

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF UTILITY BILL PRINTING AND MAILING SERVICES PROVIDED BY ENCO UTILITY SERVICES FLORIDA, LLC THROUGH THE UTILIZATION OF THE CITY OF MILTON COMPETITIVE AGREEMENT, IN THE AMOUNT NOT EXCEEDING \$380,000 DURING FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City bills approximately 35,000 residents and businesses for water, sewer and sanitation usage, and utilizes the utility billing process to communicate important information to residents and businesses; and

**WHEREAS**, the City currently outsources the Utility Bill Printing and Mailing Services to Enco Utility Services Florida LLC (“Enco”), utilizing the competitive Agreement between Enco and City of Milton; and

**WHEREAS**, the City wishes to continue utilizing the services of Enco to provide utility bill printing and mailing services; and

**WHEREAS**, the services are estimated to cost approximately \$380,000 during Fiscal Year 2026 (“FY26”); and

**WHEREAS**, Pursuant to Section 2-412(a)(1) of the City Code, approval of the City Commission is required for the purchase or combined purchases by a single City department of, or contract for, commodities or services estimated to exceed \$75,000 from the same person or entity in a fiscal year; and

Reso. No. \_\_\_\_\_

Temp. Reso. No. 8560

10/29/25

11/10/25

**WHEREAS**, the City Manager recommends approval of the purchase of Utility Bill Printing and Mailing Services from Enco, through the utilization of the City of Milton competitive agreement, in the amount of \$380,000 during FY26; and

**WHEREAS**, the City Commission deems it in the best interest of the residents and the citizens of the City of Miramar to approve the purchase of Utility Bill Printing and Mailing Services from Enco, through the utilization of the City of Milton competitive agreement, in the amount of \$380,000 during FY26.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the following "**WHEREAS**" clauses are ratified and confirmed as being true and correct and made specific part of this Resolution

**Section 2:** That it approves the purchase of Utility Bill Printing and Mailing Services from Enco, through the utilization of the City of Milton competitive agreement, in the amount of \$380,000 during FY26.

**Section 3:** That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the terms of this Resolution.

**Section 4:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8560

10/29/25

11/10/25

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

**RENEWAL OF THE MARCH 2018 CONTRACT BETWEEN THE CITY OF MILTON, FL AND ENCO UTILITY SERVICES FLORIDA LLC.**

This contract renewal is made and entered into this 1 day of April, 2025 by and between The City of Milton, FL ("Client") and ENCO Utility Services Florida LLC.

WHEREAS, on March 1, 2018 the City entered into a contract for Municipal Code Corporation, d/b/a Municode to provide Client utility bill printing and mailing services.

WHEREAS, on December 11, 2018 the assignment and assumption of the contract was executed between Municode and ENCO Utility Services Florida LLC.

WHEREAS, the parties desire to renew the contract for an additional one-year period and as detailed in Section 9, Term of the Agreement, the contract, thereafter, will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to extend the Contract with pricing as outlined in the attached.

Except as amended herein, all other terms and conditions of the contract shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated.

ENCO Utility Services Florida LLC

Katherine J. Demeritte  
By:

Katherine Demeritte

Name:

Senior Vice President, Customer Services

Title:

03/06/2025

Date Signed:

MILTON, FL (CLIENT)

[Signature]  
By:

EDWARD E SPEARS

Name:

City Manager

Title:

[Signature]

Witness:

3/5/25

Date Signed:

April 1, 2025

Effective Date:





**CITY OF MIRAMAR AGREEMENT  
FOR UTILITY BILL PRINTING AND MAILING  
SERVICES  
(Piggyback Competitive Award)**

This Agreement is made this \_\_\_\_\_ day of 11/14/2024, 2024, between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and Enco Utility Services Florida LLC, a Florida corporation, whose address is 572 Appleyard Drive, Suite E, Tallahassee, FL 32304 (the "Service Provider").

**WITNESSETH**

**WHEREAS** the Service Provider wishes to enter into this Agreement ("Agreement") with the City to provide Utility Bill Printing and Mailing Services to the City ("Services"); and

**WHEREAS** the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Milton, a political subdivision of the State of Florida, and the Service Provider, as set forth in the City of Milton Service Agreement dated January 16, 2018 (the "Milton Agreement"), and renewed on April 1, 2024, awarded through Request for Proposals # 2017.10.014 (the "RFP"); and

**WHEREAS** Section 2-413 of the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Section 1: Contract Terms.** The Service Provider agrees to provide the City with Utility Bill Printing and Mailing Services in accordance with the City's requirements as set forth herein, and the City and Service Provider agree to the terms of the Milton Agreement, including any renewals, attached hereto and incorporated herein as Exhibit "A." The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Milton Agreement, and the Provider's accepted proposal.

**Section 2: Term.** The initial contract period shall commence upon full execution of this agreement and shall continue until March 31, 2025, unless terminated earlier by its terms. The City reserves the right to renew this Agreement for another one-year term, provided that the Milton Agreement has also been renewed.

**Section 3: Scope of Services and Service Fees.**

The following provisions are included:

- A. City shall pay Service Provider the unit prices set forth in the Service Provider's Fee Schedule submitted to and accepted by the City of Milton and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Service Provider shall submit a detailed written proposal to the authorized City representative before providing such services. For these purposes, Zendra Williams shall be the City Representative and may be reached at 954-602-3045.
- B. If permits are required, Service Provider shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

- C. The City of Miramar shall be substituted for City of Milton with regard to any and all provisions of the Milton Agreement, the RFP (**Attachment 1**), and the Service Provider's Proposal to the City of Milton (**Attachment 2**), including by example and not limitation, with regard to bond requirements, insurance, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Service Provider made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.
- D. Service Provider shall not commence providing the Services unless and until the requirements for insurance have been fully met by Service Provider and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

**Section 4: Public Records.**

- A. CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent required by law, SERVICE PROVIDER shall comply with Florida's Public Records Law. SERVICE PROVIDER is not acting on behalf of CITY in providing actuarial and consulting services, as defined by statutes and interpreted by the Florida Attorney General Advisory Legal Opinions. SERVICE PROVIDER acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. SERVICE PROVIDER further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, SERVICE PROVIDER shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws. Without in any manner limiting the generality of the foregoing, to the extent applicable, SERVICE PROVIDER acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
  - 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements, subject to record retention requirements under applicable state and federal laws and regulations.
5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [daqibbs@miramarfl.gov](mailto:daqibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

**Section 5: Scrutinized Companies.**

- A. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Service Provider agrees to comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute) and attests that Service Provider is not on the convicted vendor list for public entity crimes.

**Section 6: E-Verify.** In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any Subconsultant that has not provided an affidavit stating that the Subconsultant does not employ, contract with or subcontract with an unauthorized alien.

**Section 7: Assignment.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

**Section 8: Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Dr. Roy L. Virgin, City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida, Florida 33025

Copy to: Burnadette Norris-Weeks, Esq.  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311

For Service Provider: Katherine Demeritte  
Enco Utility Services Florida LLC  
572 Appleyard Drive  
Suite E  
Tallahassee, FL 32304

**Section 9. Indemnification.**

A. The provisions of this section shall survive termination of this Agreement.

**Section 10. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

**Section 11. Severability.** This Agreement sets forth the entire agreement between Service Provider and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

**CITY OF MIRAMAR**

Signed by:  
*Roy Virgin*  
By: \_\_\_\_\_ Date: 11/14/2024  
6FC2075825F4418...

Dr. Roy L. Virgin, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE OF AND RELIANCE  
BY THE CITY OF MIRAMAR ONLY:

By: *[Signature]*  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

DocuSigned by:  
*Denise Gibbs*  
By: \_\_\_\_\_ Date: 11/14/2024  
2C41E9D04D17482  
Denise Gibbs, City Clerk

**ENCO UTILITY SERVICES FLORIDA, LLC**

Signed by:  
*Katherine Demeritte*  
By: \_\_\_\_\_  
SIGNATURE

Katherine Demeritte sr. Vice President Customer Service

PRINT NAME & TITLE



## UTILITY BILL PRINTING & MAILING SERVICES

Proposal for the City of Milton Florida

**municode**  
CONNECTING YOU & YOUR COMMUNITY

Website Design  
Codification Services  
Online Payments

Woody Estep - westep@municode.com - 850.576.3172 ext. 1410 - Cell: 850.545.9345

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# COVER LETTER

Thursday, February 01, 2018

Dear City of Milton

Thank you for the opportunity to present our utility statement printing and mailing services proposal. We are excited to help you connect with your community. Our relationship and exceptional service sets us apart within the industry. We are not a large commercial printer with the lowest pricing, but we are your long-term partner. Our innovative technology allows you to connect to your community through your codes and ordinances and now with your utility bill printing and mailing and electronic payment collection.

## Why Choose Municode?

**Reputation:** We are proud to serve the cities in the southwest using your software vendor, SunGard.

**Focus:** We are solely dedicated to helping cities, such as yours, provide unparalleled services to their community's.

**Experience:** We offer industry-leading utility bill presentment services exclusively for the local government. We do not print for healthcare, financial institutions, or retail clients. Currently, we process, print, insert, and mail over 10 million statements for over eight-five municipalities.

**Quality:** Our clients trust that we mail their statements in a timely manner and are always correct. Our Quality Control (QC) process includes equipment such as scanners, optical readers, and manual checks to ensure that statements are accurate.

**24-Hour Statement Turnaround:** Your revenue stream is important to us, so your statements reach the USPS within 24 hours or the next USPS business day.

**Superior Customer Service and Relationships:** We believe customer service is not a department, but an experience. We carefully listen to your concerns and current efforts to provide you with custom tailored solutions. We pride ourselves in our brief response time which is normally a few minutes for inquiries via e-mail or within the half-hour for phone calls.

**Tomorrows Technology, Today:** We offer an EBPP Platform with mobile applications such as *Pay-by-Text*, *text statement notifications*, *voice reminders*, *Pay-by-phone options*, and *customer self-management*. We can add these services as your municipality grows.

**Custom Developed Solutions:** The strength of our offering is not only the product itself, but also our ability to help you meet your goals. We help you design the right bill statement to cut staff calls, to provide conservation messaging, to create efficient payment processing, and to increase adoption rates for paperless billing or electronic payments. Also, we offer additional services like a mobile-optimized electronic payment platform or an industry-leading municipal website design with full content management features.

I will serve as the primary contact regarding your response. Please let me know if you have any additional questions, comments, or concerns. Thank you again for your consideration.

Sincerely,



**Woody Estep**

Bill Presentment & Mailing Services  
850.576.3172 ext. 1410 / Cell: 850.545.9345  
westep@municode.com

# QUALIFICATIONS

## Company Profile

Municode's mission is to connect public sector organizations to their communities. Whether it's through custom website design, our online payment portal, the legal codification process, or our robust suite of online legislative search tools, our goal is to provide local government agencies products and solutions that promote transparency, efficiency. Our services enable organizations to more effectively serve their staff and their communities.

Municode has been in business for over sixty-five years and partners with more than 4,200 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership is focused on improving Municode through investments in people and technology. Our culture is conducive to long-term employees. This makes for an experienced and stable workforce, so our clients can establish a long-term partnership.

Headquartered in Tallahassee, Florida, our facility includes three buildings, totaling 46,000 square feet, and employs approximately 171 employees. We have regional offices in Loveland, Colorado; Blaine, Minnesota; Chapel Hill, North Carolina; Fort Worth and Edinburg, Texas; Charlottesville, Virginia, and Seattle, Washington.

Corporation Name: The Municipal Code Corporation  
Incorporation Date: March 1951, In the state of Florida

# of employees: 176

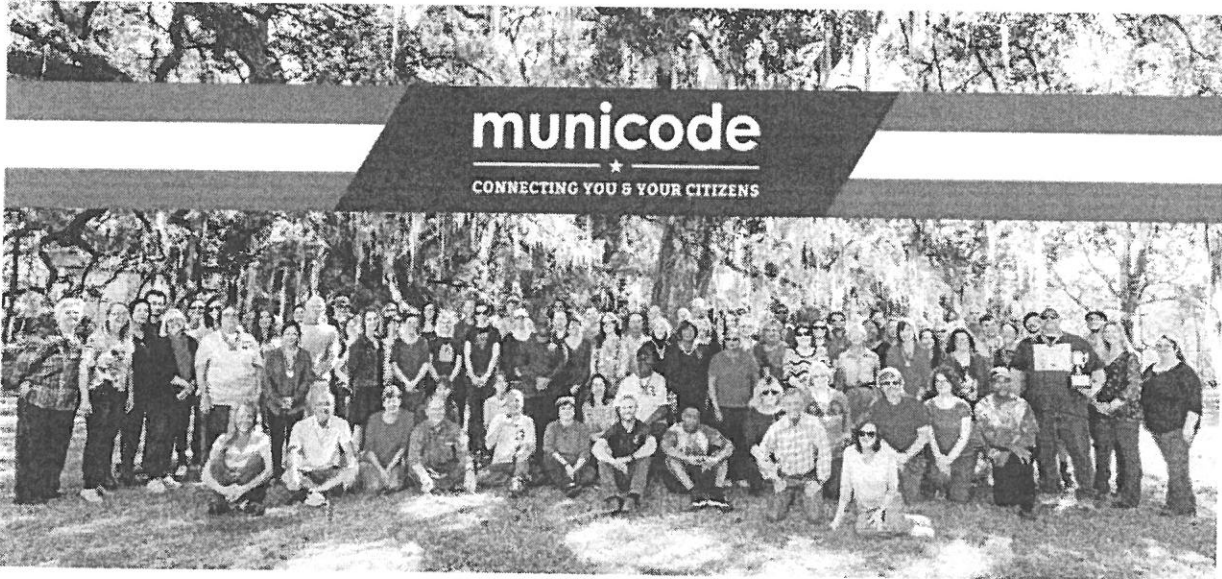
FEI/EIN Number: 59-0649026

Main location: 1700 Capital Circle SW  
Tallahassee, FL 32310

Mailing Address: PO Box 2235  
Tallahassee, FL 32316

Phone: 800-262-2633 or 850-576-3171

Email: [info@municode.com](mailto:info@municode.com)



**4,200**  
Municipal Clients

**66 Years**  
Serving Municipalities

**180 Million**  
Citizens using our solutions

## Key Staff Assigned to Project

In 2007, Municode began providing bill presentment and payment solutions exclusively for local governments upon our cities' requests. Currently, we present over 10 million statements annually for over hundred different local municipalities. Municode utilizes high-speed digital press technology by printing industry leaders Océ / Konica and Pitney Bowes inserters. All data processing, postal sortation, inventory management, printing, inserting, and related support services in the rendering of bill statements, invoices, and notices is performed at our headquarter facility located in City of Tallahassee. This enables us to control each project from beginning to end with all key staff. We are available to answer questions during any phase of the project to assure quality control.

Municode is a family owned, medium-sized business. Our clients receive a level of personal service unparalleled in the industry. We believe customer service is not a department, but an experience. We carefully listen to your concerns and provide custom-tailored solutions for your organization. Also, our size allows us to provide technological resources smaller firms cannot offer and larger firms do not offer. We do not work with healthcare, financial intuitions, or retail clients. We have earned our reputation because we offer helpful suggestions and solutions for your unique situation based on our experience. We are available by email and phone during normal business hours of 7 am to 6 pm EST. All voicemail and email is forwarded to a mobile phone for extended emergency after-hour service. We can provide any initial or ongoing training in person or by webinar. He can help your municipality with any future needs with any of the Municode family of products and services.



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**Woody Estep:** General Manager, B.S. Finance from Florida State University. Key responsibilities include strategic decision-making, product development, and client consultation. He has over 19 years of experience creating, developing and leading customer service, client account management, sales and operation departments in the billing, collection, and lending industry.



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**Shann Edmonds:** Director of Client Services, USPS Certified Mail Specialist, has over 23 years of bill presentment and mailing services including experience in accounting, finance, purchasing, customer service, printing, mailing, quality control, inserter operations, and proof reading. She has been with Municode for over 8 years.



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**James Gager:** Lead Developer, 12 years of experience in data programming / developing. He has lead the deployment and implementation of over 50 municipalities' utility bill presentment projects for Municode. He has been with Municode for 9 years.



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**Philip Woeckener:** Data Processor Specialist, B.S. in Communications from Florida International University. 20 years of experience working in all aspects of the direct mail industry, including management, data processing, and as a liaison to the US Postal Service. He has been with Municode for 6 years.



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**Kevin Ash:** Production Floor Supervisor, 25 years in the electronic print industry, and 9 years of specialized utility bill statement fulfillment. He has been with Municode for 31 years.

# REFERENCES


## Providing Utility Bill Presentment Services Since 2007

We believe customer service is not a department, but an experience. Our focus on service begins with you. We carefully listen to your current concerns to provide custom-tailored solutions to your organization.


We only work with municipalities and utilities. **But don't just take our word for it. Talk to some of our clients:**




**Miramar FL** – Since 2013  
2300 Civic Place, Miramar, FL 33025  
Paul Samuels: (954)602-3053 psamuels@miramarfl.gov  
38500 bills, Tyler Tech- Encode




**Margate, FL** – Since 2015  
5790 Margate Blvd. Margate, FL. 33063  
Jackie Earll: (954)972-6454 ext 310  
18,000 bills, SunGard, multi-line fixed file




**Pompano Beach, FL.** Since-2013  
100 W. Atlantic Blvd. Pompano Beach, FL 33060  
Kyle McPhail: (954) 786-4637 kyle.mcphail@copbfl.com  
16900 bills, SunGard software multi-line fixed file



**Oakland Park, FL.** Since-2007  
3650 NE 12<sup>th</sup> Ave. Oakland Park, FL. 33334  
Robin Butler: (954)630-4283 robinb@oaklandparkfl.gov  
9700 bills, Tyler Tech-Munis, multi-line XML




**Seacoast Utility Authority** Since-2012  
4200 Hood Rd. Palm Gardens, FL. 33410  
Bonnie Evans: (561)627-2900 ext 331 bevans@sua.com  
32000 bills, Harris software, multi-line fixed file




**Coconut Creek FL.** Since-2007  
4800 W. Copans Rd. Coconut Creek, FL. 33063  
Patricia Bryan: (954)973-6770 pbryan@coconutcreek.net  
12600 bills, SunGard HTE, Single line, fixed




**Hialeah Gardens, FL.** Since 2015  
10001 NW. 87<sup>th</sup> Ave. Hialeah Gardens, FL. 33016  
Michelle Mavila: (305)558-3017  
mmavila@cityofhialeahgardens.com  
3500 bills Tyler Tech - Fund Balance single delimited file



**Palm Springs, FL.** Since 2011  
226 Cypress Ln. Palm Springs, FL. 33461  
Sandy Delaney: (561)965-5770 sdelaney@vpsfl.org  
12600 Bills Tyler Tech, single fixed




**Delray Beach, FL** – Since 2012  
100 NW 1st Avenue, Delray Beach, FL 33444  
Lisa Hartman – 561-243-7119 – hartman@mydelraybeach.com  
22,200 bills - multi-line delimited file




**Deland FL.** Since 2008  
120 South Florida Ave. Deland, FL. 32720  
Kevin Lewis: (386) 626-7000 lewisk@deland.org  
14200 Bills, Springbrook, multi-line



**Broward County, FL.** – since March 2016  
2555 Copans Rd., Pompano Beach, FL 33069  
Jonathan Allen: 954-831-0747 jkallen@broward.org  
72,000 bills




**Opa-locka, FL.** Since 2009  
780 Fisherman St. Opa-locka, FL. 33054  
Gladys Elliot: (305) 953-2868 gelliott@opalockeffl.gov  
5000 bills, SunGard, multi-line




**Surfside, FL.** Since 2011  
9293 Harding Ave. Surfside, FL. 33154  
Mayte Gamiotea: (305)861-4863 mgamiotea@townofsurfsidefl.gov  
1,700 Bills




**Ormond Beach, FL.** Since-2015  
22 South Beach St. Ormond Beach, FL. 32174  
Dan Stauffer: (386) 676-0311 dan.stauffer@ormondbeach.org  
23000 bills, SunGard HTE, Multi-line fixed




**Sarasota, FL** - Since 2011  
1761 12th St. (Utility Billing Office), Sarasota FL 34236  
20,250 bills – SunGard HTE multi-line delimited text file  
Mike Healy – 941-329-6120 – micheal.healy@sarasotagov.com




**Bradenton, FL.** Since 2008  
1411 9<sup>th</sup> ST. West, Bradenton, FL. 34205  
Lance Williams: (941) 932-9433  
lance.williams@cityofbradenton.com  
14800 bills, Tyler Tech-Eden, multi-line XML




**Edgewater, FL** – Since 2015  
104 N. Riverside Drive Edgewater, FL. 32132  
John McKinney: (386)424-2400, jmcinney@cityofedgewater.org  
10,000 bills – SunGard Software, multi-line fixed file




**Zephyrhills, FL.** Since 2008  
5335 8<sup>th</sup> St. Zephyrhills, FL. 33542  
John Bostic: (813)780-0008 jbostic@ci.zephyrhills.fl.us  
9500 bills, Springbrook, multi-line




**Fort Meade, FL.** Since 2007  
8 West Broadway ST. Fort Meade, FL. 32550  
Mel Parker: (863)285-1100, jmparker@cityoffortmeade.com  
3000 bills, ADG, Single stacked



**Okeechobee Utility Authority** Since 2007  
100SW 5<sup>th</sup> Ave, Okeechobee, FL. 34974  
Lyn Lowe: (863)763-9460 ext 217 lynlowe@ouaffl.com  
9300 bills, Springbrook, multi-line




**Haines City, FL.** Since 2012  
620 Eats main St. Haines City, FL. 33844  
Kari Giddens: (863)421-3600 kgiddens@hainescity.com  
9400 Bills, ADG, Multi-line delimit



**Plant City, FL.** Since 2008  
302 W. Reynolds ST. Plant City, FL. 33564  
Denise McDaniel: (813) 659-4204 dmcdaniel@plantcitygov.com  
10600 bills, ADG, Multi-line delimit



**Dunedin, FL.** -since May 2016  
750 Milwaukee Ave. Dunedin, FL. 34698  
Paul Stanek- 727-298-3256 pstanek@dunedinfl.net



**Lantana, FL.** - since April 2016  
500 Greynolds Circle Lantana, FL. 33462  
Stephen Kaplan- 561-540-5035 skaplan@lantana.org

# SCOPE OF SERVICES

Currently, we print and mail over 10 million statements annually for over seventy-five local government utilities. Municode utilizes high-speed digital press technology by printing industry leaders Océ / Konica and Pitney Bowes inserters. All data processing, postal sortation, inventory management, printing, inserting, and related support services in the rendering of bill statements, invoices, and notices is performed at our headquarters in the City of Tallahassee. We control each project from beginning to end. We are available to answer questions during any phase of the project to assure QC.

## Statement Design

Municode's leadership has over sixty years of combined experience in providing statement-processing services and they understand the importance of statement design and accuracy. We can reproduce your exact current bill or help you redesign a completely new statement.

Municode works with your staff to identify areas of your billing statement that can be clarified to minimize inquiries to save you money on customer service costs. You can keep the features you liked about your old statement and add new features like a bar chart for historical usage, customized message areas, different sized fonts to enhance readability, bar coding for cost-efficient payment processing, or QR scan codes to direct customers to an online payment site. Then, we design a two-sided billing statement with an appropriate scan line for remittance processing, message areas, a usage bar chart, or graph (if requested by client), and the client's logo. Also, our technology has the ability to print multiple meter accounts on one page.

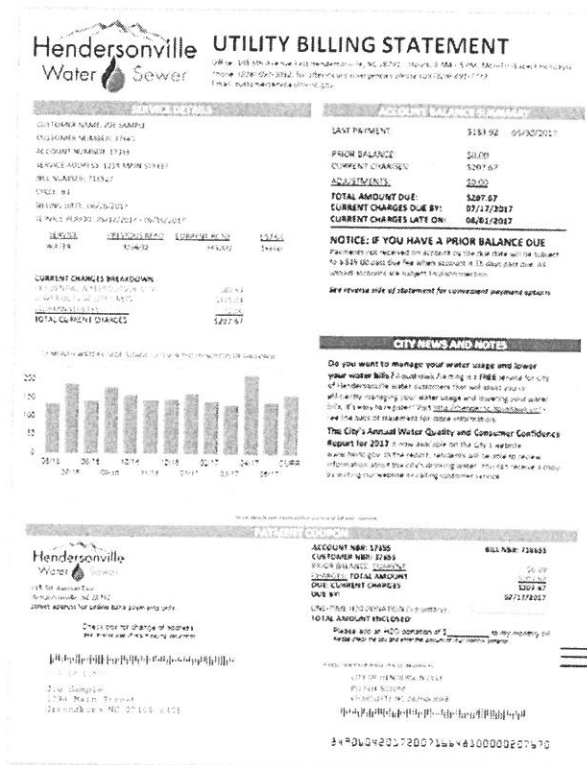
Statements will be color printed on a blank form. Our forms are 8 1/2" x 11" 24lb bond, 92 Bright White paper with a perforated tear off return stub located at the bottom or the top. Our 24lb bond paper stock forms are specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separates easily for the customer. The back of the statement form can be designed to include grey scaled messaging anywhere both above and below the perforated return stub.

The return stub can include the customer's account number, name, mailing address, bill date, amount due by due date, amount due after due date, amount paid, and an Optical Character Recognition (OCR) scan line that conforms to the client's and USPS lockbox specifications. The scan line can be automatically programmed to include the customer account number, dollar amount owed, applicable check digits, and payment restriction indicator. The brightness of the paper form allows for a superior contrast ratio of paper to print to ensure reliable OCR scanning.

Municode can accept automated messaging from the utility billing data extract file that has been pre-mapped to a pre-determined messaging area of the utility bill statement during the design and implementation phase of the project or can be emailed directly to us prior to the processing of the cycle. The message is then placed in the pre-determined messaging area of the statement.

## Additional Programming or Design Changes

When requesting additional or design changes, we operate as if we were in an office down the hall. After assessing the scope of the requested changes, we communicate with you any charge associated with reprogramming requests before starting any work. We take immense pride in not nickel and diming our customers, but only charging for services when necessary. All changes are initiated, tracked, and managed through your direct point of contact, your assigned account manager. They manage the project and organize the appropriate staff to complete the project and keep your statements on schedule. All modifications to production processes, programs, files, resources, etc. are controlled by the change management process and tracked via our CRM system. External changes will require the client's approval prior to implementation.



## Data File Transfer

We make the process of sending us the files as easy and secure as possible. Municode can receive billing files 24 hours a day, seven days a week, and multiple files can be sent daily. All data files are transferred using our secure cloud-based transfer site. This data/file sharing service offers top-level, end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users can connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. We send email notifications confirming that verify the successful data upload and good data which is then sent to the appropriate client's staff. We will set up the FTP site and train you to use it in person or via web conference, whichever you prefer. This same FTP site can be used to track the progress of your job and to approve proofs.

## Data Processing

We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QS1, ATS, TBS, and several proprietary built billing platforms. We can accommodate any raw data formats such as field delimited, comma delimited, XML, XSL:FO, AFP, PCL, and PDF. We can handle your data.

## E-billing Services

We work with your municipality to provide to best solution that fits within your county's goals and existing platform. We can provide a bounceback report after every ebilling cycle.

There are two main types of e-billing solutions:

- 1) The e-billing enrollment process and delivery is managed through our Orbipay platform. The customer is emailed a custom message with a link to click on and view an exact copy of the printed bill.
- 2) The e-billing enrollment process is handled by the municipality and from the data each cycle we send a custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement.

## Outbound Notifications Services

Our notifications can be sent via Email, text message, or automated outbound IVR and relieve you of the time-consuming and often stressful task of reaching everyone on your list individually.

First, you specify the type of notification. For example, if the customer has an email address, then you may want to send the notification by email. If they only have a cell phone number, then you may want to send a text message. If they have a landline, then a IVR notification.

Next, set the notifications schedule. You may only need them once each month or you may need to send notifications for each billing cycle. You set the frequency based on your needs.

Finally, submit your notification list to us, but with a special file name. The file name starts the process. We send the notices out based on your requirements within 24 hours.

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### Examples of the notification types are as follows:

- Email:** This is the City of \_\_\_\_\_ with a reminder. Your water bill must be paid by 6PM on Monday July 31st to avoid additional fees and possible service interruption. To pay your bill online visit our website at [http://www.\\_\\_\\_\\_\\_.org](http://www._____.org) and click on "Pay My Bill" at the bottom of the home page.
- Text:** City of \_\_\_\_\_ with a reminder. Your water bill must be paid by 6PM July 31st to avoid additional fees & possible service interruption. Reply STOP to opt out.
- IVR:** This is the City of \_\_\_\_\_ with a reminder. Your water bill must be paid by 6 P M on July thirty first to avoid additional fees and possible service interruption.

## Mailing Services

The Municode postage reduction strategy can reduce your undeliverable mail and postal costs by as much as 30% each year. We provide you with tools that ensure every piece of mail is postal-qualified. This keeps you on top of ever-changing Postal Service technology. Municode is a manifest mailer, so every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. Also, we are certified by the USPS for optional procedures. All mail pieces are sent at the lowest possible postage first-class qualifying rate taking full advantage of automated USPS discounts. Municode processes all mail through a certified USPS presort software routine utilizing P.A.V.E. (Presort. Accuracy. Validation. Evaluation.). This procedure determines sorting accuracy to group and sort multiple plans based on similar mailing instructions which improves the accuracy of carrier route, five-digit zip, zip plus four and delivery point codes, and CASS (Coding. Accuracy. Support. System.). This attaches and interfaces with the barcode and zip +4 extension to get the USPS discount for automation. For additional postage cost savings, Municode performs "House holding" grouping and a National Change of Address (NCOA) updating service.

House holding is the process of grouping multiple account statements, that are intended for the same individual for the mailing address, and bundling them into one envelope. This ensures the owner receives all the documents required, but with the convenience of only one envelope and one postage cost included.

National Change of Address (NCOA) updating service compares your billing addresses against the USPS NCOA database. Statements that would otherwise be returned or rerouted due to a change in address are identified and corrected saving you on both postage and labor. NCOA services are available for an additional fee.

### Mail Delivery

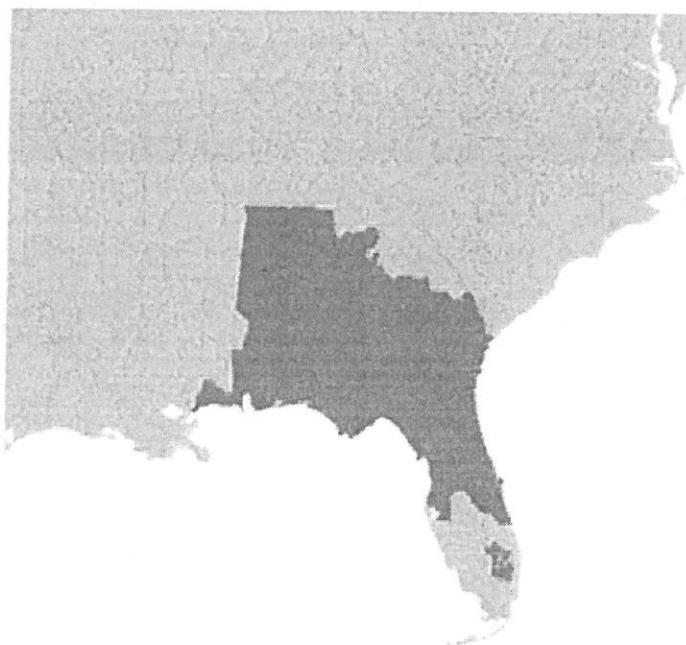
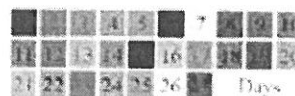
The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away from our production facility. The USPS First Class Mail Service Standard is delivery to the address within 2-3 days. We have a large group of your neighbors that we provide mailing services for and have no issues with the timing of the bill arrival. Please feel free to contact any of them.

### Postage

All pieces are sent out using the Municode indicia (USPS mail permit). Municode requires that the client provide an initial postage deposit two week prior to the scheduled mailing deployment date. The recommended deposit amount is calculated on expected volumes and listed in the Municode Pricing Schedule. Upon termination of the Agreement, Municode shall return to the client any used deposit amounts after payment of all services and postage have been received.

After the initial deposit, we will include the postage due on your regular billing cycle invoice approximately 5 days after the mailing of your cycle. Paying promptly will ensure that you have a postage available ahead of the next mailing avoiding any delays for lack of postage.

## Originating Service Standards First-Class for SCF 323



## Supplies and Inventory Management

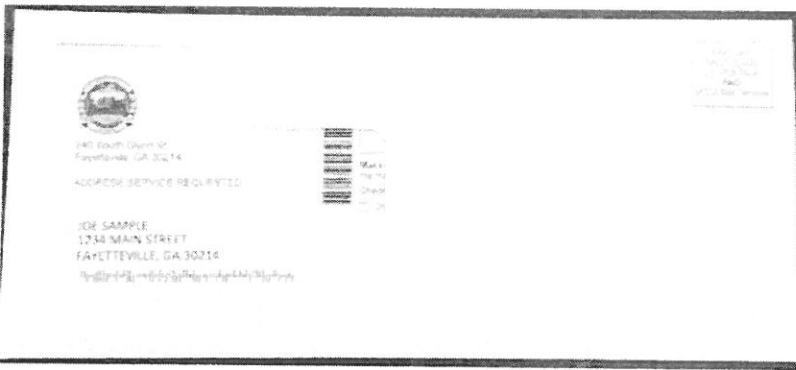
We are selective in choosing our business partners. All paper suppliers are "Tri-certified" in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. This is good for you, your customers, and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials. We will maintain a sufficient supply of statement forms and envelopes to ensure an uninterrupted supply for printing requirements. These materials are included in the cost of bill printing. To achieve volume discounts on forms, envelopes, and other pre-printed materials that are produced for the client, we will purchase or produce up to a three-month supply of these items in advance. There is no additional charge for inventory management of these materials or inserts dropped shipped to our facility for inserting.

### Statement Forms

Our 24lb paper statement forms are specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separate easily for the customer. Specifications: 8 1/2" x 11", 24 lb., 92 White Xerographic quality paper with built-in curl control, .0046 Thickness, 140+/40 Smoothness, long grain, and 30 TPI horizontal micro perforation 3 1/2" from bottom of page. Statement forms may be pre-printed with color logos, boxes, shaded areas for messaging, etc.

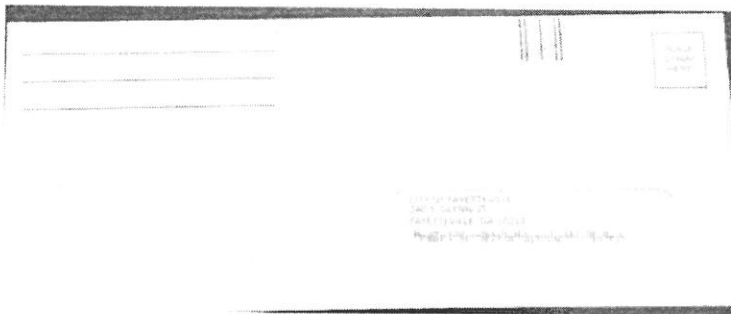
### Billing Statement Outgoing Envelope

Municode utilizes a large single (pistol style) window #10 security tinted envelope to allow for maximum customer flexibility. The client's logo, return address, outgoing address, bar coding or special messaging such as "Statement Enclosed" can be printed on the statement and viewed through the window envelopes. These #10 envelopes can accommodate up to five pages without exceeding the 2oz first class postage.



### Return Envelope

Municode utilizes a standard #9 envelope with security tint. The envelope features a window that allows the return portion of your statement to show through with your information and pre-printed 12-digit barcode, so you get your payment back faster. This return envelope meets all USPS requirements and is compatible with the bulk letter opening machines used by your remittance-processing department or lockbox vendor. Municode can suppress the insertion of a #9 reply payment envelope based on the client's selection and logical indicators in the billing data file. Custom envelopes are available for an additional cost.



## Inserting Capabilities

Municode utilizes high-speed industry leading Pitney Bowes inserter equipment and can accommodate paper sizes ranging from 8 ½ x 3 to 4-page newsletter. Our infrastructure allows us to manage which cycles and customers receive a specific insert (selective inserting) whether by account type, geographical location, zip code, etc.

The client has the option of either providing the inserts or contracting with Municode Creative Services to provide inserts. Inserts provided by the client are required to meet Municode's inserting equipment specifications (please verify with us ahead of time on the specifications of the insert). Municode customers enjoy a convenient, competitively-priced, and full-service in-house graphic design and printing service. We can help the design of any other municipal special mailer, invoice, rebate check, insert, or notice that needs to be printed and mailed.

## Invoicing Procedures

Within three days of each cycle production run, the client will receive an itemized invoice by services utilized accompanied by a Mail Sort Summary Report detailing the number of statements mailed with the amount of postage paid. Invoices can be sent by mail, email, or both.

- Statements processed with #9
- Statements processed without #9
- Any additional Inserts Inserted
- Outsorts
- Heavies
- House holding Mailings
- Late notices
- NCOA
- E-Bills Processed

## Printing Facility Data Security, Storage, and Disaster Planning

Municode shall not use computer billing data for any purpose other than the work agreed upon and shall destroy all computer billing data upon the termination of the contract either at the end of its natural term or if cancelled. Access controls are in place that require individual's authentication with unique credentials. We use enterprise grade security devices/practices/positioning:

- We use Palo Alta next-generation firewalls to protect the perimeter of our network
- Symantec Enterprise Anti-Virus is deployed to all our desktops and servers
- We utilize Mimecast for hosted anti-spam and email continuity
- All web-facing sites or solutions are hosted in a secure, PCI compliant datacenter
- Users are required to change their passwords once every six months
- All employees have access only to the systems they need to fulfill their particular role
- We perform full background, credit, and drug checks/tests on all our employees
- We use a secure shred vendor to ensure that excess hard copy materials are disposed of properly.

Municode has a 90-day retention policy of keeping clients' data. We take nightly snapshots of all data on every server and replicate it between our two data centers. After the 90-day retention period, the data is moved to our hardened back-up site for a period of no less than 3 (three) years.

Any disruption in service can have major balance sheet ramifications. While Municode has never had to implement a disaster recovery plan in a live environment, we place great importance on maintaining and testing a successful strategy every year. We are confident that we have the necessary measures in place to recover from a range of small to large-scale operational disruptions. Municode maintains a comprehensive Disaster Recovery Plan, which includes a designated recovery team, and a process that aims to restore all business-critical IT and printing functions within 48 hours of a disaster declaration. Safeguards include:

- Emergency gas generator
- Data replication and backup
- Redundant equipment
- Remote access
- Emergency backup inventory stored in secure ocean going shipping containers for protection
- Two backup printing facilities for full geographic redundancy should one of the sites become inaccessible.

## Overview of Deployment Process

One of the biggest benefits of choosing Municode is the transition. We do all the heavy lifting. Municode will provide personal training in your office or via webinar per your choosing. Training on our systems is minimal because we do all the processing and production work every billing cycle. All you must do is send us the raw data and approve the proof each cycle. It is that easy. Once the contract is finalized, we will schedule an initial project meeting to review the timeline and process.

The deployment process typically takes 30 days to complete with minimal resources or requirements from the client. The client's responsibility and the key to a smooth on-time deployment is to provide the initial information and to approve proofs quickly. This timeline can be adjusted to shorten or lengthen the deployment process to accommodate any exceptional circumstances the client may need. A typical project consists of a team including a Project Manager, Lead Developer, and Production Lead. The Project Manager is the single point-of-contact responsible for integrating all services and material through project completion. The Lead Developer is assigned to understand the aesthetic and technical details and requirements. They work closely with both the client and the Project Manager.

The deployment process consists of 6 steps:

1. Pre-Development Information Gathering
  1. Client Deployment Questionnaire: helps determine what you, the client, are looking for in a bill statement
    - If you were going to utilize your existing design, email pdfs of the front, back, and detail any new features or changes you would like to implement. (This includes the backside of statements, the layout of late or delinquent notices etc.)
    - If you would like to explore a new design or changes, let us know and we will contact you to start the design process by sending samples of some our existing designs. Determine the right set of bill features (Payment processing barcoding, QR scan code for online electronic portal, usage graphs for conservation, etc.) that will help you achieve your goals.
  2. High Resolution copy of the client's logo (minimum 300 dpi)
  3. Sample of billing software data file (i.e. field delimited, comma delimited, XML, AFP, and PCL)
  4. Data map from your billing software
2. Deployment meeting: Our deployment process begins with a meeting, either in person, webinar, or conference call. We will discuss the time frame that you are looking to meet and the specifics of your billing process such as how we should handle client accounts, credit finals, large commercial accounts, adjustments, unique service codes, and other specific features we will need to look for in your data. Also, we will discuss general formatting desires for the utility and final bills and auto-payment options offered (direct deposit and bank draft based on RFP).
3. Statement Design and Approval: Once we have completed initial development, we will send you PDF proofs along with a list of questions/concerns we might have regarding your bills. We will implement changes based on your feedback and provide new proofs as needed until the statements are set up exactly how the client would like them.
4. Billing Data Integration/Mapping: This is an internal process where we take a data extract and map on the designed statement where the billing data should appear on the statement. After this has been completed, we will send sample proofs to your staff for review and approval. We recommend and coordinate testing on payment remittance processing and barcoding. In addition, all USPS barcoding is tested and validated in this step.
5. Testing (Parallel Processing) and cycle processing training: Once the statements are in a semi-final state, we will ask that you send complete, live cycle files that we can process along with your live statements so that you can compare them and make sure that everything is processing correctly. For cycle processing, training can be provided in person or online in a matter minutes. It really is that easy. We want you to feel completely comfortable before we "Go Live".
6. "Go Live" Deployment: The last step should be the easiest: you'll send your first live cycle file to us, we'll process it, provide you with proofs, and make any last-minute changes required. Once everything is correct, we will print and mail your billing statements.

## Overview of Day-to-Day Production Process

We know how important your revenue stream is. We understand that you place your trust with us to ensure your statements go out in a timely manner and are always correct. Statements reach the USPS within 24 hours or the next available day the USPS is open for business of our receipt of your data file and approval of statement proofs. If incorrect data is received, data will be processed within 24 hours of the resubmitted correct data. Some companies force their customers to log on to their system to check status of their statements. At Municode, we proactively notify you and your staff as your bill cycles move through the process through email alerts. You can login at any time to our FFTP site to check the status and review your files for approval. Overview of daily production process:

- Step 1 Client Uploads data files to Municode and sends email that the files are ready for processing and the anticipated volume.
- Step 2 Client receives automatic email confirmation from Municode that the files were received and processing has begun.
- Step 3 Client approves posted proofs. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our transfer site. Statement printing will be held in Operations until a notification of release is provided. At that time, statements are released to Production for printing and inserting. Included in the zip file will be your statements, any out sorted statements, and USPS paperwork (Form 3600-R) indicating the number of statements electronically for printing, as well postage breakdown, the CASS/PAVE address error report, and the NCOA processing summary report detailing all address changes. Any statements that have been flagged for issues will be available here for review.
- Step 4 Client receives email that processing is complete and awaiting approval. Client downloads bill statement PDF proofs and USPS mail reports from our FTP site. After reviewing, client sends email approving release for printing and mailing.
- Step 5 Once we receive your approval email, bill files are released for printing and inserting. Municode emails the client that production is completed and the statements have been delivered to the USPS. Attached to the email notification is your Municode job ticket, which provides details of completed billing statements processed.
- Step 6 The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away. Mail is picked up and delivered daily according to the USPS holiday schedule.

## Quality Control

At Municode, the statements we send are of the highest quality and accuracy. You place your trust in us to ensure your statements are on-time and accurate. Our QC process includes both high-tech equipment such as scanners and optical readers in addition to manual checklists to ensure accuracy. Also, we reward our employees for catching quality issues. Sampling and quality control checks are performed:

- During pre-and post-processing: Verify uploaded data files for correct volumes, data integrity, and read errors. If any errors are detected, the client is notified immediately and establish retransmission of the data.
- During production: Verify statement integrity, print quality, inserts, USPS standards, messages, and correct setup.
- Post production: Verify statement volumes, print quality, statement integrity, USPS standards including computerized, and staff verification of volumes processed, printed, inserted and mailed. We cross check all amounts and mail pieces.

If a quality error is detected during pre-production processing or print production, the workflow is immediately stopped. First, the scale of the issue is determined. Second, the client is notified of the issue and the resolution. After, the appropriate corrections are made the cycle is reprinted. If the issue received is data related, we work with the client to help find the quickest resolution to complete the statements in the shortest timeframe possible.

## Client Responsibility

- Ensure postage funds are available prior to scheduled mailing date.
- Provide an explanation of billing record layout or mapping document to Municode.
- Review and approve design of billing statements. Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.
- Approve parallel testing once completed to ensure statements meet expectations.
- Transmit data files to Municode's cloud-based data site
- Approval and quality check on processed billing statements ready for printing and mailing.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through Municode). If done through Municode, client agrees to update their records to match per USPS requirements.
- Provide Municode insert specifications to client's insert vendors (if other than Municode).

# MUNICODE PRICING SCHEDULE

## Initial programming and set-up one-time fee

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

**\$500** / one time  
Waived for being existing  
Municode client

## Manually Message Changes (per message)

**\$25** / change

## Additional or re-programming changes per hour

**\$125** / Hour

## Statement, late notices, letters etc.

- Duplex printing of variable data and color highlighting statement elements on the front of form with grey scaled printing of stagnant messaging on back of form
- 8½x11 white 24lb. pre-printed color form with 3½" perforated return stub
- Standard Municode #10 White single pistol window with security tint 20lb envelope.
- Standard Municode #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

**\$.115** / statement

### Statement Volume Pricing

25,000 or greater = \$.105  
15,000 – 24,999 = \$.11  
10,000 – 14,999 = \$.115  
5,000 – 9,999 = \$0.125  
2,000 – 4,999 = \$0.135  
0 – 1,999 = \$250 min. Flat Fee

### Reduction in cost for suppression of #9 Return Envelope

-.01 / statement

### Additional Statement pages

.04 / additional page

### Special handling charge for householding, outsorts, or pulled statements

.04 / statement

### Inserting fees for additional advertising flyers/buck slips/newsletters/notices/etc.

.01 / insert

**Minimum Charge:** This charge is not in addition to regular statement pricing. It means that if the total printing per statement cost for the day is less than \$50, we will charge a \$50 flat rate to cover fixed costs.

**\$50.00**

## Optional: NCOA (National Change of Address)

.01 / statement

## Optional: Ebilling

custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement

.10 / statement

## Optional: OnDemand Notification Services

Monthly Notification Service Access Fee

\$125.00 / per month

Email Notifications Fee

\$0.28 / message

Text Notifications Fee

\$0.25 / message

By Voice Notifications Fee

\$0.38 / message

## Initial Postage Deposit

**\$6,881.60**

Municode will require that the client provide an initial postage deposit two week prior to estimated deployment mailing date. Upon Termination Municode shall return any unused postage deposit amounts to client after payment is received for any printing and mailing services. we will include the postage due on your regular billing cycle invoice approximately 5 days after the mailing of your cycle.

11,000 (estimated statements/notices) @ \$.391 (estimated pre-sorted USPS rate) = \$4,301  
Estimated Monthly Postage - Recommended 2 months postage deposit = \$8,602

# MUNICODE AGREEMENT, TERMS & CONDITIONS

**MUNICIPAL CODE CORPORATION**, a corporation duly organized and existing under the laws of the State of Florida, herein referred to as Municode, hereby offers billing services for Milton Florida herein referred to as Client.

Municode, agrees to provide Client services defined in this proposal herein and at pricing contained in the Municode Pricing Schedule. The Client agrees that Municode shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

- 1. INTEREST** - Municode presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, Municode, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.
- 2. E-VERIFY** – Municipal Code uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. Municipal Code’s E-Verify Number is 42302.
- 3. COMPENSATION** – In full and complete compensation for all goods and services provided by Municode according to the Pricing Schedule, Client agrees to pay Municode according to the rates set forth in the Municode Pricing Schedule and the RFP # 2017.10.014 Utility Billing Services Proposal Sheet of the city of Milton Florida. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. Municode will provide to Client an invoice after each production run consisting of all fees, as outlined in the Municode Pricing Schedule, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days.
- 4. FORCE MAJEURE** – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day- to-day basis to the extent such party’s obligations relate to the performance so interfered.
- 5. CONFIDENTIALITY** – Municode agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client’s behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of Municode’s obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by Municode without the written consent of Client.
- 6. INTELLECTUAL PROPERTY OWNERSHIP** – (A) Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium (“Intellectual Property”) belonging to the other (“Owner”), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non-transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner’s Intellectual Property. All rights not expressly granted to Client hereunder are reserved by Municode. (B) Client shall not, and shall not permit any other third party to disassemble, decompile, reverse engineer, or create derivative works from the Software. (C) Client warrants to Municode that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to Municode for use in connection with the Service. (D) Municode shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of Municode showing actual money damages. Such injunctive relief shall not preclude Municode from pursuing any other remedies available to it, including the recovery

for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys' fees.

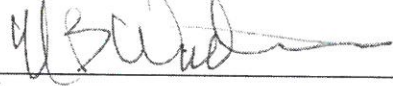
7. **LIMITATION OF LIABILITY** – The parties hereto agree that this agreement is only for the production of goods and services. Municode shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, Municode shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. Municode is not liable for incidental or consequential damages, including revenue, even if Municode has been advised of the possibility of such loss or damage.
8. **NO AGENCY** - Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.
9. **TERM OF AGREEMENT** – the Agreement is effective as of the Effective Date and will continue for an initial term of one (3) years ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect (The Initial Term and any renewal terms hereinafter collectively referred to as the "Term".)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MUNICIPAL CODE CORPORATION INC. (dba Municode)

CITY OF MILTON FLORIDA (CLIENT)

By: 


By: 

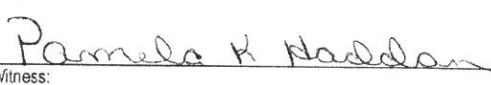
Name: H.C. GRANT

Name: BRIAN WATKINS

Title: COO, MANIPRINT/PAY

Title: CITY MANAGER

Witness: 

Witness: 

Date Signed: 3.9.18 March 9, 2018

Date Signed: Feb 26, 2018

Effective Date: March 1, 2018

**CITY OF MILTON**  
**PROPOSAL SHEET**

**RFP # 2017.10.014 Utility Billing Services**  
**(Water, Sewer, Gas, Storm Water and Garbage)**

Base Price

\$ .115 Unit price per statement, water bill processed (includes, processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS).

.01 per insert  
\$ \_\_\_\_\_ Charge for additional bill inserts

\$ .391 Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies. (Realizing that cost will be estimated, provide best estimate per statement)

\$ N/A One-Time Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up.

\$ 125.00 Programming fee per hour for changes after initial set-up

Note: On a separate document, Service Provider may include a price list for any additional services provided that could be considered in the future by City of Milton.

Comments:

A more thorough pricing breakdown is included in our proposal.

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Submitted by:

Name of Service Provider: The Municipal Code Corporation

Address of Service Provider: 1700 Capital Circle SW

City/State/Zip: Tallahassee / Florida / 32311

Primary Contact Person: Woody Estep

Title: VP Of Sales and Marketing

Telephone Number: 800-262-2633 Ext. 1410 Email Address: westep@municode.com

**\*ATTACHMENT A – PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION  
287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY  
CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Milton

By Eric Grant, President

(print this individual's name and title) for

The Municipal Code Corporation

(print name of entity submitting statements)

whose business address is 1700 Capital Circle SW, Tallahassee, FL 32310

and if applicable whose Federal Employer Identification Number (FEIN) is 59-0649026

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

- \_\_\_\_\_
2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
    1. A predecessor or successor of a person convicted of public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
  6. Based on information and belief, the statement which I have marked below is true in a relation to the entity

submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

W. Eric Grant  
(Signature)

City of TALLAHASSEE

STATE OF FLORIDA

Sworn and subscribed before me this 17<sup>th</sup> day of DECEMBER, 2008 by

W. ERIC GRANT who is Personally known to me \_\_\_\_\_

Or who produced identification - \_\_\_\_\_  
(Type of Identification)

W. Eric Grant  
(Signature) Notary Public - State of Florida

(Printed, typed or stamped ~~or~~ commissioned name of notary public)

My commission expires 10/20/2021 (SEAL)  
Notary Public - State of Florida  
Commission # GG 118258  
Banded through National Notary Assn.

**\*ATTACHMENT B - REFERENCES**

**QUALIFICATIONS OF BIDDER:** Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product.  
10 years, 0 months

Provide a list of at least three (3) similar accounts, that your firm has provided similar goods and/or services to in the past twelve (12) months.

1. Company Name: Sarasota, Florida  
Contact: Mike Healy  
Email Address: michael.healy@sarasotagov.com  
Phone Number: 941-329-6120  
Area Served: Sarasota Size: 20,250 Bills Type: Sungard HTE  
Job Dates: 2011 - Present Beginning: 2011 End: Current
  
2. Company Name: Coconut Creek, Florida Contact: Patricia Bryan  
Email Address: pbryan@coconutcreek.net Phone Number: 954-973-6770  
Area Served: Coconut Creek Size: 12,600 Bills Type: Sungard HTE  
Job Dates: 2007 - Present Beginning: 2007 End: Current
  
3. Company Name: Pompano Beach, Florida Contact: Kyle McPhail  
Email Address: kyle.mcphail@copbfl.com Phone Number: 954-786-4637  
Area Served: Pompano Beach Size: 16,900 Bills Type: Sungard  
Job Dates: 2013 - Present Beginning: 2013 End: Current



# City of Milton

\*ATTACHMENT C - NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Leon

Eric Grant, President

Owner, Partner or Officer of Firm

The Municipal Code Corporation 1700 Capital Circle SW, Tallahassee, FL 32310

Company Name, Address, City and State

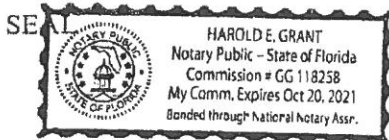
Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME: The Municipal Code Corporation  
SIGNATURE: *Eric Grant*  
TITLE: President

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2017 by the above signed acting on behalf of the organization/company. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

*Harold E. Grant*

Notary Signature





**City of Milton**

**REQUEST FOR PROPOSALS (SEALED)**

**RFP #2017.10.014**

**UTILITY BILLING SERVICES-OUTSOURCING**

**DELIVER SEALED BIDS BY:**

**DECEMBER 14, 2017 at 2:00 pm**

Submit all inquiries concerning this Request for Proposals in writing to:

**Michelle Abrahamsen, Purchasing & Risk Manager**

City of Milton  
P.O. Box 909  
6738 Dixon Street  
Milton, FL 32572

Email Inquiries to:

[mabrahamsen@miltonfl.org](mailto:mabrahamsen@miltonfl.org)

**CITY OF MILTON  
REQUEST FOR PROPOSALS  
(RFP) (SEALED)**

**RFP Number:** 2017.10.014

**Issue Date:** November 21, 2017

**Title:** Utility Billing Services  
Outsourcing

**Issuing Entity:** Purchasing Department  
6738 Dixon Street  
P.O. Box 909  
Milton, Florida 32572

**Period of Contract:** February 1, 2018 to January 31, 2020 with yearly options

**Work Sites:** City of Milton

If bids are mailed, send them directly to the Issuing Entity shown above. If bids are hand delivered, deliver to: Milton City Hall, Purchasing Department c/o Michelle Abrahamsen, 6738 Dixon Street, Milton, Florida. For regular U.S. mail please mail to P.O. Box 909, Milton, FL 32572.

\*\*\*\*\*FACSIMILES OR EMAILED BIDS ARE NOT ACCEPTED\*\*\*\*\*

In compliance with this Request for Proposals and subject to all conditions imposed therein, the undersigned agrees to furnish the services at the prices indicated on the Bidder's Official City of Milton Bid Form.

**A public bid opening will occur at Milton City Hall, 6738 Dixon Street, Milton, Florida 32572 on December 14, 2017 at 2:00 p.m.**

Potential Bidders shall direct all questions or inquiries in writing **no later than December 08, 2017 at 12:00 p.m.** to Michelle Abrahamsen at [mabrahamsen@miltonfl.org](mailto:mabrahamsen@miltonfl.org). Revisions to the solicitation are made only by addendum issued by the Purchasing Office.

The City will post addendums, the results of this bid opening and tabulations on Vendor Registry and The Florida Purchasing Alliance, which can be accessed at <http://www.miltonfl.org/322/Purchasing>

***Note: This public body does not discriminate against faith-based organizations in accordance with the Florida Statutes, § 287.094(4) or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.***

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# City of Milton

## Request for Proposal

The City of Milton, Florida is requesting sealed proposals for:

**RFP #2017.10.014 – Utility Billing Services (Water, Sewer, Gas, Storm Water and Garbage)**

- 1. Sealed Proposals:** Please complete the attached forms including the **City of Milton Proposal Sheet, Attachment A-Public Entity Crime Form, Attachment B-References, and Attachment C-Non-Collusion Affidavit** and return three complete copies to the City of Milton Purchasing Department- c/o Michelle Abrahamsen. All proposals must be signed, sealed and labeled “City of Milton Purchasing Department, c/o Michelle Abrahamsen, **RFP #2017.10.014 Utility Billing Services, Due December 14, 2017**”. Unsealed proposals, including faxed proposals, will not be considered. Please retain a copy of your proposal with all attachments for your file.
- 2. Due Date and Time:** Proposals furnishing the services described above will be received at Milton City Hall located at 6738 Dixon Street **until December 14, 2017 at 2:00 p.m.** Any proposals received after the above stated time will not be considered. It is the responsibility of the person/firm submitting a proposal to ensure that it is received at the physical address of the Milton City Hall prior to the stated deadline. **Proposals will be publicly opened and recorded on December 14, 2017 at 2:00 p.m.**
- 3. Acknowledgement and Amendments:** Receipt of any amendment of this RFP must be acknowledged, in writing, prior to the stated submission deadline. Such acknowledgement must be submitted with the offer.
- 4. RFP is not an Order:** This Request for Proposal is not to be considered as an order by the City of Milton.
- 5. Award:** Contract award to the most responsive and responsible offeror will be issued only if the offer conforms to the RFP and the contract award is most advantageous to the City of Milton as set forth in the evaluation criteria. **The City Council reserves the right to accept the best bid for the city or reject all bids.**
- 6. Period of Performance:** The Period of Performance for this RFP is February 01, 2018 until January 31, 2020.
- 7. Public Record:** Any information contained in proposals submitted to the City of Milton are subject to public disclosure. However, the City of Milton shall continue to abide by public records laws in the maintenance of confidential and proprietary information.

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**THE CITY OF MILTON**  
**REQUEST FOR PROPOSAL (RFP)**  
**UTILITY BILLING SERVICES-OUTSOURCING**  
**(WATER, SEWER, GAS, STORM WATER AND GARBAGE)**

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The City Of Milton, located at 6738 Dixon Street, Milton Florida, 32570 is accepting proposals for RFP #2017.10.014 Utility Billing Services-Outsourcing (Water, Sewer, Gas, Storm Water and Garbage).

General Information

1. The City of Milton provides water, sewer, gas, storm water, and garbage services to 11,000 plus accounts in the City of Milton, Florida. The billing data for this customer base is developed primarily from water and gas meters at each location. The customer base is divided into four (5) billing cycles, which are billed once a month. All accounts are billed each month, with the expectation of a payment being received from each.

The City of Milton is receiving proposals to contract with a Service Provider for the following services:

- Receiving and formatting billing data to print, insert, sort and mail the utility bills. This process is to include the inserting of the monthly statement(s) in a double window envelope with a security tinted return envelope. Occasionally an additional insert provided by the City of Milton will need to be included.

Interested parties must submit proposals to the City of Milton Purchasing Department c/o Michelle Abrahamsen for their proposals to be considered. Proposals shall be submitted exactly as described on the proposal form.

The term of the contract will be for a period of two (2) years. Thereafter, the City of Milton may, at their option and in agreement with the vendor, renew for successive twelve (12) month periods.

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## Proposal

The proposal should include:

1. *Management Summary* - Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
2. *Approach* - Describe in detail how the service will be provided. Include a description of the major task and subtasks.
3. *Corporate Experience and Capacity* - Describe the experience of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement as to the firm's capacity to fulfill the terms of the proposal and/or the need for expansion to handle the service.
4. *Staffing* – Describe the qualifications and experience of the Key personnel performing the work.
5. *References* - Give at least five utility customer references for contracts of similar size, scope, and utility billing software. Include the name of the organization, and the name and telephone number of a responsible contact person.
6. *Utility Software* – The Service Provider must have extensive experience utilizing SunGard Public Sector data files and the references above must include other customers that use the SunGard Public Sector (now Superior) software.
7. *Additional Data* - Provide any additional information that will aid in evaluation of the response.
8. *Cost Data* - Use the attached Proposal Sheet to submit formal unit cost data.

Submittal of an extensive and elaborate proposal is not necessary. A clear, concise proposal in the specified proposal format is requested together with all necessary information and attachments included.

Submit proposals to:

The City of Milton  
Purchasing Department  
c/o Michelle Abrahamsen  
Bid Opening —City of Milton Bill Outsourcing  
6738 Dixon Street  
Milton, Florida 32570

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### Specifications, Terms and Conditions

1. For the purpose of this proposal, Service Providers should base proposal responses on approximately 11,000 utility bills per month.
2. City of Milton hereby requests proposals for the service inclusive of processing, laser printing in highlight color on form, folding, inserting, along with remittance envelope, sorting, and delivery of bills to the USPS on a monthly scheduled basis in four (4) different bill cycles.
3. City of Milton will occasionally have inserts for the bills.
4. The term of this full service contract shall be for a period of two (2) years, commencing on a mutually agreeable date and ending two years later. Thereafter City of Milton, may at their option and in agreement with the vendor renew for successive 12 month periods.
5. City of Milton reserves the right to evaluate the vendor's qualifications. Only those vendors/contractors who, in the opinion of the City of Milton, meet the minimum necessary qualifications will have their price and contract/agreement proposal evaluated.
6. License Requirements: Service Provider shall furnish with the proposal documents a copy of the appropriate State or County business license.

### Scope of Proposal

1. Service Provider will design in conjunction with City of Milton a two-color (black with a second variable laser highlight color of blue, green or red), one-sided bill form that is 8 ½" x 11" in size. The bill design will include an appropriate scan line for remittance processing, a message area (variable data text messages shall be printed in the highlight color ink), different sized fonts to enhance readability, a bar chart (if requested by City of Milton) and a City of Milton logo. Service Provider will agree to purchase and maintain a sufficient supply of billing forms and envelopes to ensure an uninterrupted supply for printing requirements.
2. Service Provider will notify the City of Milton in writing, and receive approval from the City of Milton, of any required changes to forms or envelopes prior to implementation.
3. City of Milton will provide Service Provider with any additional forms to be inserted with the bills. The Service Provider must agree to receive a drop shipment of the inserts necessary to supply a one-month cycle of bills. City of Milton will work with the Service Provider to design the inserts to conform to the specifications required for successful insertion by the equipment used by the Service Provider.

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## Programming

Service Provider will provide a quote for initial programs required to print billing information from the data/print file provided by the City of Milton to the approved City of Milton bill form. City of Milton will compensate Service Provider for program changes involving bill layout changes requested by the City of Milton after the initial program has been put into place.

Provide quote for the programming fee for set-up and changes on the Proposal Sheet.

## Computer Related Processing Requirements

1. City of Milton data/print files will be transferred to the Service Provider via FTP. It will be the responsibility of the Service Provider to assist City of Milton during the configuration process of the FTP link. City of Milton will transmit five (5) sets of data/print files to the Service Provider each month plus any small batches for final bills and off-cycles. City of Milton currently uses SunGard Public Sector (now Superion) utility billing software. But the Service Provider agrees to assist City of Milton if their utility billing software changes.
2. Currently City of Milton bills five (5) cycles of approximately 1800 to 4200 bills per cycle per month and as such will transmit eleven thousand (11,000) data/print files to the Service Provider each month. Each one of these data/print files will be treated as a separate billing, and each shall be subject to the requirements set forth in this proposal.
3. City of Milton is always seeking ways to be more efficient and to position itself for the future utilizing the latest technology to meet the needs of the ever-growing variable data applications. Service Provider should comment on ancillary services that they are able to perform, for future use, such as on-line services and electronic bill presentment, along with other existing or new features and offerings, etc.

## Performance Requirement

1. Service Provider will print, insert and mail all utility bills for City of Milton within 24 hours after successful receipt of the data/print file for City of Milton.
2. The Service Provider shall provide City of Milton a document, or another method, indicating the number of bills received electronically for printing, as well as the postage breakdown as USPS Automation Qualified starting at First Class 5-Digit Rate of the billing cycle prior to the mailing of bills

- 
3. Upon award of contract, the successful Service Provider must be ready to accept the first production data/print file within six (6) weeks from date of receipt of all required information from the city.

#### Record Retention and Data Backup

Service Provider will retain City of Milton billing data/print file until the Service Provider receives the next data/print file. Service Provider should comment on daily backup rotation and storage of data in the proposal package.

#### Service Provider Invoice Procedure

The Service Provider will provide City of Milton a monthly invoice broken down by each data/print file or cycle sent by City of Milton. The invoice will detail the number of bills processed and the amount of postage paid for each data/print file along with any other itemized charges.

#### Postage Rates

1. All postage costs will be incurred initially by the Service Provider and billed at cost to City of Milton as part of the monthly bill. City of Milton will allow vendor to set up an escrow account for postage, if needed. The vendor will provide a monthly manifest detailing the total bills printed, mailed and the dollars billed to City of Milton for postage services.
2. The Service Provider must mail the bills starting at the USPS 5-Digit Rate (or lowest) as qualifies to obtain the largest postage discounts. The Service Provider must have postal software in-house to process and sort. The Service Provider must CASS certified each cycle.
3. Bar coding, arranging and sorting of the mail shall be utilized to qualify for the lowest postage charges consistent with USPS standards. The mail must be delivered to the USPS within 24 hours of receipt of FTP file from City of Milton.
4. The Service Provider must be certified by the USPS. This will allow for one (1) and two (2) ounce mail pieces to go into the same mail-stream to maximize the postal discounts.
5. The Service Provider shall make periodic recommendations for improving mail delivery, postage savings and reducing mailing costs.

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### Confidentiality

Service Provider on behalf of itself and its employees agrees to keep confidential all records and other information with respect to City of Milton and its customers. City of Milton on behalf of itself and its employees agrees to keep all information with respect to the Service Provider's system confidential. However, if either party is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) days written notice to the other party, release the required information.

### References

Service Provider shall submit with the proposal documents a reference list with at least five utility customers with the same or similar scope of work and should include the company name, address of the business and a contact name, phone number and utility billing software used.

### Paper and Print Quality and Requirements

1. Printing shall be laser quality with a resolution of at least 600 x 600 DPI. The paper should be of a brightness factor to allow for a contrast ratio of paper to print to ensure reliable OCR scanning.
2. Bills will be printed on 8 ½" x 11", 24# bond, with perforation. In the event that City of Milton requests it, the Service Provider must have the capability to print a bar chart displaying the customer's usage over a 12- month period.
3. The Service Provider must have the ability to print variable messages and data on the bills by utilizing highlight color text when requested.
4. Envelopes should be a double window (#10) that will allow for the outgoing address on the bottom, with the return address and City of Milton logo in the top window. The appropriate size return window envelopes (#9) must be security tinted on the inside.
5. Service Provider must include in the proposal one set price per piece (bill) that is all-inclusive for the production of the billing statement. This would include the processing, laser printing in highlight color on form, folding, inserting, along with remittance envelope, sorting, and delivery of bills to the USPS.

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### Customer Service and Quality Controls

Service Provider should indicate its customer service organizational structure for the services included. Service Provider should describe the chain of command for problem resolution.

Service Provider should describe its quality assurance and control check points within the printing and inserting operation. What process is used to insure that the correct undamaged data production file was received?

Data formatting on the customer bill/statement and return envelopes will be in accordance with the requirements of the U.S. Postal Service. Any data receipt problems, print or insert errors should be reported to City of Milton immediately upon recognition of such errors.

**CITY OF MILTON**  
**PROPOSAL SHEET**

**RFP # 2017.10.014 Utility Billing Services**  
**(Water, Sewer, Gas, Storm Water and Garbage)**

Base Price

\$\_\_\_\_\_ Unit price per statement, water bill processed (includes, processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS).

\$\_\_\_\_\_ Charge for additional bill inserts

\$\_\_\_\_\_ Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies. (Realizing that cost will be estimated, provide best estimate per statement)

\$\_\_\_\_\_ One-Time Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up.

\$\_\_\_\_\_ Programming fee per hour for changes after initial set-up

Note: On a separate document, Service Provider may include a price list for any additional services provided that could be considered in the future by City of Milton.

Comments:

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Submitted by:  
Name of Service Provider: \_\_\_\_\_  
Address of Service Provider: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Primary Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**\*ATTACHMENT A – PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_

By \_\_\_\_\_

(print this individual's name and title) for

\_\_\_\_\_

(print name of entity submitting statements)

whose business address is \_\_\_\_\_

and if applicable whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity

submitting this sworn statement. (Please indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

City of \_\_\_\_\_

STATE OF FLORIDA

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by

\_\_\_\_\_ who is Personally known to me \_\_\_\_\_

Or who produced identification - \_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Signature) Notary Public—State of Florida

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

My commission expires \_\_\_\_\_ (SEAL)

## \*ATTACHMENT B - REFERENCES

**QUALIFICATIONS OF BIDDER:** Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product.

\_\_\_\_\_ years, \_\_\_\_\_ months

Provide a list of at least three (3) similar accounts, that your firm has provided similar goods and/or services to in the past twelve (12) months.

1. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Area Serviced: \_\_\_\_\_ Size: \_\_\_\_\_ Type: \_\_\_\_\_  
Job Dates: \_\_\_\_\_ Beginning: \_\_\_\_\_ End: \_\_\_\_\_

2. Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Area Serviced: \_\_\_\_\_ Size: \_\_\_\_\_ Type: \_\_\_\_\_  
Job Dates: \_\_\_\_\_ Beginning: \_\_\_\_\_ End: \_\_\_\_\_

3. Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Area Serviced: \_\_\_\_\_ Size: \_\_\_\_\_ Type: \_\_\_\_\_  
Job Dates: \_\_\_\_\_ Beginning: \_\_\_\_\_ End: \_\_\_\_\_



# City of Milton

\*ATTACHMENT C - NON-COLLUSION AFFIDAVIT

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

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

\_\_\_\_\_  
Owner, Partner or Officer of Firm

\_\_\_\_\_  
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the above signed acting on behalf of the organization/company. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

SEAL

\_\_\_\_\_  
Notary Signature

## MUNICODE AGREEMENT, TERMS & CONDITIONS

**MUNICIPAL CODE CORPORATION**, a corporation duly organized and existing under the laws of the State of Florida, herein referred to as Municode, hereby offers billing services for Milton Florida herein referred to as Client.

Municode, agrees to provide Client services defined in this proposal herein and at pricing contained in the Municode Pricing Schedule. The Client agrees that Municode shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

1. **INTEREST** - Municode presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, Municode, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.
2. **E-VERIFY** – Municipal Code uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. Municipal Code's E-Verify Number is 42302.
3. **COMPENSATION** – In full and complete compensation for all goods and services provided by Municode according to the Pricing Schedule, Client agrees to pay Municode according to the rates set forth in the Municode Pricing Schedule and the RFP # 2017.10.014 Utility Billing Services Proposal Sheet of the city of Milton Florida. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. Municode will provide to Client an invoice after each production run consisting of all fees, as outlined in the Municode Pricing Schedule, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days.
4. **FORCE MAJEURE** – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day- to-day basis to the extent such party's obligations relate to the performance so interfered.
5. **CONFIDENTIALITY** – Municode agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of Municode's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by Municode without the written consent of Client.
6. **INTELLECTUAL PROPERTY OWNERSHIP** – (A) Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium ("Intellectual Property") belonging to the other ("Owner"), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non-transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner's Intellectual Property. All rights not expressly granted to Client hereunder are reserved by Municode. (B) Client shall not, and shall not permit any other third party to disassemble, decompile, reverse engineer, or create derivative works from the Software. (C) Client warrants to Municode that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to Municode for use in connection with the Service. (D) Municode shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of Municode showing actual money damages. Such injunctive relief shall not preclude Municode from pursuing any other remedies available to it, including the recovery

for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys' fees.

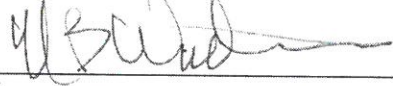
7. **LIMITATION OF LIABILITY** – The parties hereto agree that this agreement is only for the production of goods and services. Municode shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, Municode shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. Municode is not liable for incidental or consequential damages, including revenue, even if Municode has been advised of the possibility of such loss or damage.
8. **NO AGENCY** - Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.
9. **TERM OF AGREEMENT** – the Agreement is effective as of the Effective Date and will continue for an initial term of one (3) years ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect (The Initial Term and any renewal terms hereinafter collectively referred to as the "Term".)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MUNICIPAL CODE CORPORATION INC. (dba Municode)

CITY OF MILTON FLORIDA (CLIENT)

By: 

By: 

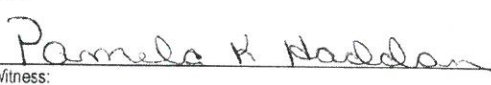
Name: H.C. GRANT

Name: BRIAN WATKINS

Title: COO, MANIPRINT/PAY

Title: CITY MANAGER

Witness: 

Witness: 

Date Signed: 3.9.18 March 9, 2018

Date Signed: Feb 26, 2018

Effective Date: March 1, 2018

## ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (the "Assignment") is executed as of December 11, 2018, between Municipal Code Corporation Inc., a Florida corporation ("Assignor"), and ENCO Utility Services Florida LLC, a Delaware limited liability company ("Assignee").

FOR VALUE RECEIVED, Assignor hereby grants, conveys, transfers and assigns to Assignee and Assignee hereby assumes, from and after the date hereof, all of Assignor's right, title and interest in and to that certain Agreement by and between Assignor and Milton, FL dated March 2018 (the "Contract"). Assignee hereby accepts such assignment and assumes the obligations of Assignor under the Contract which accrue and are attributable to the period from and after the date of this Assignment, but not otherwise.

Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned its rights under the Contract. Assignor and Assignee hereby each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individuals signing this Assignment on behalf of Assignor and Assignee hereby represent and warrant that he or she is fully empowered and authorized to do so. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which Assignee, Assignee's nominees, successors and/or assigns, may request in order to fully assign and transfer to and vest in Assignee, Assignee's nominees, successors and/or assigns, and protect Assignee's rights, title and interest in and enjoyment of, all of Assignor's assets intended to be transferred and assigned hereby, or to enable Assignee, Assignee's nominees, successors and/or assigns, to realize upon or otherwise enjoy any such assets.

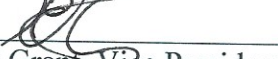
Pursuant to this assignment, Assignee will honor all pricing and all terms and conditions of the Agreement with Milton.

This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Contract.

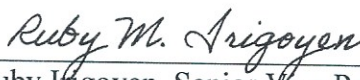
ASSIGNOR:

Municipal Code Corporation Inc., a Florida corporation

By:   
Rick Grant, Vice President and Chief  
Operating Officer

ASSIGNEE:

ENCO Utility Services Florida LLC, a  
Delaware limited liability company

By:   
Ruby Irigoyen, Senior Vice President

# RENEWAL OF THE MARCH 2018 CONTRACT BETWEEN THE CITY OF MILTON, FL AND ENCO UTILITY SERVICES FLORIDA LLC.

This contract renewal is made and entered into this 1 day of April, 2024 by and between The City of Milton, FL ("Client") and ENCO Utility Services Florida LLC.

WHEREAS, on March 1, 2018 the City entered into a contract for Municipal Code Corporation, d/b/a Municode to provide Client utility bill printing and mailing services.

WHEREAS, on December 11, 2018 the assignment and assumption of the contract was executed between Municode and ENCO Utility Services Florida LLC.

WHEREAS, the parties desire to renew the contract for an additional one-year period and as detailed in Section 9, Term of the Agreement, the contract, thereafter, will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to extend the Contract with pricing as outlined in the attached.

Except as amended herein, all other terms and conditions of the contract shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated.

ENCO Utility Services Florida LLC

DocuSigned by:  
  
58482BCE7915444...

By:

Katherine Demeritte

Name:

Senior Vice President, Customer Services

Title:

2/8/2024 | 11:46 AM PST

Date Signed:

MILTON, FL (CLIENT)




By:

Scott Collins

Name:

City Manager

Title:



Witness:

2-1-2024

Date Signed:

April 1, 2024

Effective Date:



# ENCO PRICING SCHEDULE

## INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE

N/A

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

## MANUAL MESSAGE CHANGES

\$25 / change

## ADDITIONAL OR RE-PROGRAMMING CHANGES

\$125/ Hour

## STATEMENTS

\$.19 / statement

- Simplex black ink jet printing of variable data
- Grey scaled ink jet printing of stagnant messaging on back of bill
- 8½x11 white 24lb. color statements with 3½" perforated return stub
- Standard Municode #10 White single pistol window with security tint 20lb envelope.
- Standard Municode #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

Reduction for statement without #9 return envelope

.01 / statement

Special handling charge for householding, heavies, out sorts, or pulled statements

.03/ Statement

Additional Statement pages

.08 / additional pages

Inserting fees for additional advertising fliers/buck slips/newsletters/notices/etc. (This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality.)

.01 / insert

**Minimum Charge:** If the total printing/statement cost per cycle is less than \$50, we will charge a \$50 flat rate to cover fixed costs. This is not in addition to the statement billing charge.

\$50.00

This pricing will be subject to an annual review of the cost of Contractor's supplies and labor. With documentation of these increases, prices may be increased by as much as 4%.

## OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS)

.01 / statement

## OPTIONAL: EBILLING

.10 / statement

Custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement

## SUGGESTED POSTAGE DEPOSIT

ENCO will require that the client maintains a permanent postage deposit based on the estimated 2 months of postage required in connection with this agreement. Upon termination of the Agreement, ENCO shall return the deposit amounts to client after payment of all services.

Current deposit on hand:

\$10,025