



TRANSMITTAL OF CONTRACTS FOR REVIEW & SIGNATURE

CONTRACT NAME: Utility Bill Printing & Mailing
12-02 LKD

INITIATING DEPARTMENT: Utilities Dept

DATE ADOPTED BY CITY COMMISSION: n/a

The attached Contract Agreement has been signed by the Contractor. Please review and initial before forwarding to the next recipient department. Return back to Purchasing with Contracts when routing is completed.

DEPARTMENT

Purchasing

SIGNATURE

Date:

8/3/12

City Manager

Date:

8/5/11

cc:

Attachments (4)

Executed copies to:

Dept

Date: _____

Vendor

Date: _____

City Auditor & Clerk

Date: _____


e-mail City Attorney

Date: _____

CITY OF SARASOTA
Sarasota, Florida

Inter-office Memorandum

July 19, 2012

TO: Lori DeLoach, CPPB, Procurement Specialist III
FROM: Michael A. Connolly, Deputy City Attorney 
SUBJECT: Municipal Code Corporation - 12-02lkd

Pursuant to your request, included herewith is the initial draft of the proposed Agreement for Utility Bill Printing and Mailing Services between the City and Municipal Code Corporation. The Agreement has been prepared using the Request for Proposal Short Form. Consequently, standard terms and conditions (e.g. insurance and indemnification) are not repeated within the main body of the Agreement. These provisions are set forth within the Request for Proposal. The RFP is incorporated into the Agreement, and the contractor is required to strictly comply with the Request for Proposal.

The proposed Agreement requires the contractor to import electronic billing daily, print the billing with custom design, and bulk mail the billing in accordance with the technical specifications. In exchange, the contractor will be paid \$0.105 for each utility bill. An additional payment of \$0.005 will be included for each insert which the City requests be included with the billing. The contractor will invoice the City monthly.

Please see that all relevant members of City Staff have an opportunity to carefully review the proposed Agreement. At such time as Staff is satisfied with same, it can be shared with Municipal Code Corporation for their review and approval. Thereafter, you can prepare duplicate originals of the Agreement for execution by the parties.

Please provide me with a photocopy of the fully executed Agreement so that my file will be complete.

Thank you for your attention to this matter.

MAC/twa

Encl: 7/19/12 draft of Agreement

cc: Chris Lyons, Director of Finance (w/enc)
Bill Hallisey, Director, Utilities (w/enc)
Mary Tucker, CPPO, FCPM, Purchasing Manager (w/enc)

AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES

THIS AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES, made and entered into this 3rd day of August, 2012 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and MUNICIPAL CODE CORPORATION, a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CITY has publicly announced a Request for Proposal seeking qualified entities to perform utility billing services for CITY pursuant to Request for Proposal #12-02LKD; and

WHEREAS, CONTRACTOR has submitted a responsive proposal which has been accepted by CITY to provide CITY with said services; and

WHEREAS, the City Manager, pursuant to Sarasota City Code Section 2-5 (3) v. is authorized to administratively approve and execute this Agreement on behalf of CITY so long as the total compensation paid by CITY to CONTRACTOR during the entire term of this Agreement does not exceed \$200,000.00; and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for Utility Bill Printing and Mailing Services so as to set forth the terms and conditions upon which CONTRACTOR shall provide utility billing and mailing services on behalf of CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms shall have the meanings herein ascribed to them:

A. *City Manager* shall mean the City Manager of the City of Sarasota, Florida, or his designee.

B. *Director* shall mean the Director of the Utility Department of the City of Sarasota, Florida, or his designee.

C. *Project* shall mean the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services shall include all necessary services to perform utility billing and mailing for the CITY'S Utility Department. The Project Scope of Services shall include importing electronic billing on a daily basis, printing of the billing with custom CITY design, and bulk mailing of the utility billing in accordance with the technical

specifications, a copy of which is attached hereto and incorporated by reference herein as Exhibit

A. CONTRACTOR shall provide the Project Scope of Services in strict conformance with Exhibit A. CONTRACTOR shall also provide the Project Scope of Services in strict conformance with Request for Proposal No. 12-02LKD, a copy of which is on file in the Offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Request for Proposal No. 12-02LKD. In the event of any conflict between the terms set forth in the main body of this Agreement, its attachments, and Request for Proposal No. 12-02LKD, the terms and conditions set forth in the main body of this Agreement shall control, followed by the terms and conditions set forth within Exhibit A, followed by the terms and conditions set forth within the Request for Proposal.

2. Scope of Services: CONTRACTOR shall diligently and timely provide all utility billing and mailing services necessary to mail CITY'S utility bills to the customers of CITY. CONTRACTOR shall provide the Project Scope of Services pursuant to a schedule approved, in advance, in writing, by the Director.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services a fee based upon the unit number of bills prepared and mailed by CONTRACTOR each month. CITY will pay CONTRACTOR \$0.105 for each utility bill printed and mailed to a CITY utility customer each month. If CITY instructs CONTRACTOR to include an insert in the utility bill, CITY shall pay CONTRACTOR an additional \$0.005 for each insert placed into a customer's utility billing. CONTRACTOR shall invoice CITY monthly based upon the above unit amounts for each CITY utility bill prepared and mailed the previous calendar month. The prices set forth in this Section 3 shall control during the entire term of this Agreement. The fees set forth in this

Section 3 shall include any and all reimbursable expenses incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. As required by Section 2-5 (3) v., Sarasota City Code, the parties hereby covenant that the total compensation to be paid by CITY to CONTRACTOR during the entire term of this Agreement, as may be extended, shall not exceed Two Hundred Thousand Dollars (\$200,000.00). This Agreement shall require approval by the City Commission of CITY as a condition precedent to any financial liability of CITY which exceeds Two Hundred Thousand Dollars (\$200,000.00) during the entire term of this Agreement. CITY shall pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full and complete invoice to the satisfaction of the City Manager. The amount set forth in each invoice shall be consistent with the unit cost set forth in this Section 3. No amount of compensation, unless authorized by this Section 3, shall be due and payable from CITY to CONTRACTOR.

4. Term: The term of this Agreement shall commence upon complete execution by each of the parties. The initial term of this Agreement shall be for a three-year period. CITY may renew this Agreement for up to two additional one-year periods upon the mutual agreement of the parties.

5. Termination Without Default: The City Manager shall have the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY shall be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event shall CITY be responsible for lost profits of CONTRACTOR or any other elements of a breach of contract.

6. Assignment: CONTRACTOR shall not assign, sell, or transfer any interest in this Agreement.

7. Compliance with Applicable Law: This Agreement shall be governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

8. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

9. Right of Inspection: The City Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

10. Remedies - Cumulative: All remedies hereinbefore and hereinafter conferred to CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

11. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, shall not be deemed to be a waiver of any default or breach by CITY.

12. Entire Agreement: This Agreement, including Request for Proposal No. 12-02LKD on file at the office of General Services of CITY shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

13. Attorney's Fees: Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

14. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes (2011).

15. Notices: Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

Municipal Code Corporation
Attn: Harold E. Grant, Vice President
1700 Capital Circle SW
Tallahassee, Florida 32310

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 3rd day of August, 2012 by the City of Sarasota, Florida.

DATED this 1st day of August, 2012 by Municipal Code Corporation.

CITY OF SARASOTA, FLORIDA

By: 
Terry Lewis, Acting City Manager

Witnesses as to execution on behalf
of the City of Sarasota, Florida

Darlene Mayes
Witness

Darlene Mayes
Print Name

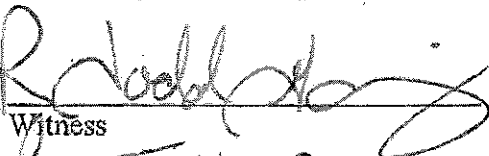

Witness

Diane Taylor
Print Name

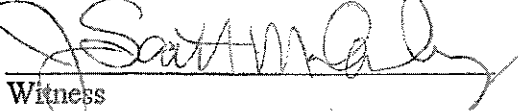
MUNICIPAL CODE CORPORATION

By: 
Harold E. Grant, Vice President

Witnesses as to execution on behalf
of Municipal Code Corporation


Witness

R. Todd GAINSY
Print Name


Witness

J Scott Molentung
Print Name

STATE OF FLORIDA)
)SS.
COUNTY OF Leon)

THE FOREGOING INSTRUMENT was acknowledged before me this 25th day of July, 2012, by Harold E. Grant, as Vice President of Municipal Code Corporation, who is personally known to me or has produced _____ as identification.



Melissa K. Robbins
Notary Public

Print Name: Melissa K. Robbins

Tammy's files/Agreements/K-O/municipal code/7/19/12

Technical Specifications

Scope of Requirements for Outsourcing Utility Bill Printing Postage and Mailing

The City of Sarasota's current monthly billing cycle is composed of 17 mailings per month with a total 20,000 pieces per month.

Vendor Requirements:

1. Ability to import electronic billing file from SunGard software systems or similar software billing system.
2. Able to custom design bill statement to detail various charges, label individual charges, extract prior usage history and report & graph prior usage history by meter type, and service type.
3. Able to print multiple bills and bill pages, mail bills to customer and third party individuals.
4. Able to email bill copy to customers with cover letter, and direct links to pay site, utility links, and correspondent email link.
5. Able to mail out bills with no return envelope for bank debit auto pay customers.
6. Able to combine multiple bills to same address in single mailing envelope.
7. Able to create custom published bill inserts for monthly insert mailing.
8. Able to create QR smart phone scan codes on the utility bill to direct customers to web page sites
9. Able to custom bill charges separate from utility bill, separate bills for solid waste charges.
10. Ability to mail bulk mail by bar coding, sorted by zip, an mail delivery, for lowest postage rates
11. Ability to run bill address through Postal address checking software for forwarding to eliminate bad addresses and return mail.
12. Ability to print free form message text on utility bill (up to 180 characters of text).
13. Ability to reprint customers original bill mailed, and email out bill copy to customer
14. Ability to report daily on bills mailed; local, international, emailed and postage charged accordingly. Also monthly reporting on mailings and postage charges.
15. Ability to archive monthly billing data for future use, average billing, and disaster recovery.
16. Able to place a dollar hold parameter on bill customer types to flag specified bills over a predetermined dollar total limit.
17. Ability to provide security for all information.
18. Provide customer billing cycles, based on readings, of approximately 30 day cycles between statements
19. Minimum 5 years experience billing customers along with 3 references who have similar quantity monthly billing accounts.

EXHIBIT A

2012



**RESPONSE TO
BID #12-B-013
PRINTING & MAILING
OF UTILITY BILLS**

Deadline: June 7, 2012 @ 2:30 PM



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November 8, 2011

Mary Tucker
City of Sarasota, Purchasing Department
1565 First Street, Room 205
Sarasota, Florida 34236

Letter of Introduction

Dear Ms. Tucker,

Thank you for the Request for Proposal for Outsourcing Utility Bill Printing and Mailing. We are pleased to submit the following information for your review.

MCCAdvantage (MCCa), a division of **Municipal Code Corporation** (Municode), specializes in high quality, leading edge statement processing and bill presentment services. With over 60 years of municipal experience, we know local government and provide an approach to billing services specific to meeting their needs. MCCa offers a wide variety of custom statement output options, designed to accomplish your billing goals. We are continually working to provide our clients with new solutions to improve their billing process, such as eBills, QR coded links, online payment options, and IVR systems.

We have included our corporate qualifications and sample billing statements for your review. We would be happy to schedule a presentation, if desired. Please contact me if you have any questions or, hopefully, for contract negotiations. I would be happy to schedule a conference call with all interested parties, or meet with you personally.

We appreciate your time to review our response.

Sincerely,

A handwritten signature in cursive script that reads 'Scott Molenburg'.

Scott Molenburg
MCCAdvantage
a division of Municode

EXECUTIVE SUMMARY

MCCadvantage, a division of Municode will provide you and your customers the highest possible level of service. Municode was founded in 1951 and offers services to local governments nationwide. Municode has been providing print and mailing services for over 50 years, and MCCa was created 7 years ago to serve municipalities' billing needs. MCCa employs Municode's skill, equipment and technology to offer you the most efficient and affordable services available. We work hard to maintain the high level of service and integrity our Clients have come to expect in all our services.

Understanding Your Needs

Our service depends on fully understanding your unique needs, and begins with our first contact. While the Sales staff works throughout the southeast region, we do so one person at a time. MCC is a family-owned, medium sized business, which means our clients receive a level of personal service unparalleled in the industry. At the same time, we also have the resources to handle complex custom issues. Our size also allows us to provide extra design and technological resources a smaller firm can't offer. Our most valuable assets are our customers and our reputation. We earn our reputation by offering helpful suggestions and solutions for your unique situation.

Applying our Experience

MCCa leaders have over 25 years experience in providing statement processing services. We understand the importance of statement design and accuracy. MCCa will work in conjunction with your staff to identify key areas of your billing statement that can be clarified to minimize questions from your customers. Our design team will work to ensure that the statement is branded as a city communication, utilizing a custom design strategy. We recognize that every municipality has different needs and because of that, none of our statements look the same. We have the ability to include OCR scan lines, barcodes or both to enable automated processing of payments for return document; we also can include a bar chart with historical usage if desired.

We utilize high speed Oce printing and Pitney Bowes inserting equipment. Due to our rapid growth over the past 6 years, we have tooled our facility to handle large increases of statement volumes.

Custom Solutions

MCCa works with many software providers, including SunGard, and can work with any form of data file or tables. We utilize a secure FTP server to transfer files from the client to our system, and provide training for all new clients. MCCadvantage provides correspondence throughout the entire process in order to ensure that complete cycles are mailed, and to provide you with all Postal paperwork to keep for your records (A further, more detailed list of tasks and sub-tasks involved with service is in the "Scope of Work" section, addressed beginning with page 9). Our customers are also provided a Postal Account Summary every month to detail postage costs (the postage account process is further detailed on page 10).

Stability

MCC is a privately owned Corporation, with very little debt. We are financially sound, having been in business for 60 years. MCC's President and Board of Directors are focused on improving MCC through investments in people, technology and facilities. MCC has a Qualified Retirement Plan, and quarterly share profits earned by the company with employees. MCC also has a Health and Fitness Gym with showers and a walking trail on premises to provide additional benefits to our employees. Our culture is conducive to longevity of our employees.

Overall Comments

MCC is keenly interested in assisting the City with its billing needs and we feel our focus, company and personnel perfectly match the City's needs. We appreciate your interest and look forward to your review of the rest of our information.

QUALIFICATIONS OF MCC

For 60 years, Municipal Code Corporation has engaged in editing and publishing Codes for municipalities and counties of all sizes throughout the United States. MCC has published and supplemented more Codes that are in current use than any other codifier in the Country. This experience enables us to offer you the finest services available. Information and statistics of note include:

Business main location:	1700 Capital Circle, SW Tallahassee, FL 32310 800-262-2633 or 850-576-3171
Incorporation Date:	March 1951
Current Code Accounts Served:	more than 3,400
Divisions:	MCCi – Document Management and Agenda Automation MCCa - Utility Billing and Statement Processing
Project Contact Persons:	Scott Molenburg, General Manager – MCCadvantage Ryan Gorham, Customer Service – MCCadvantage

Personnel/Offices

The entire corporate staff consists of approximately 160 employees, including 9 attorneys, 35 editors, and 46,000 square feet of floor space. We have regional offices in Apple Valley, Minnesota; Charlottesville, VA, Fort Worth and Edinburg, Texas; and Seattle, Washington.

All design, printing and processing is performed on our premises. This enables us to control each project from beginning to end with no part being subcontracted. Key personnel are available to answer questions during any phase of the project and to assure quality control.

Staffing

MCCadvantage Key Personnel Assigned to Project (Staffing)

J. Scott Molenburg, B.S., Business & Industrial Communications, Drake University. Key responsibilities include strategic decision making, product development and enterprise level client consultation. Experience: Twenty five years plus in billing, statement rendering, customer service, remittance processing, project management, resource allocation and strategic marketing. Former member of Mailers' Technical Advisory Committee (MTAC), Board of Directors Major Mailers Association and Board of Directors United Way Allocations and Priorities. Currently serves as General Manager of MCCadvantage.

Ryan Gorham, Customer Service Lead, B.S., Economics & Political Science, Florida State University. Key responsibilities include day-to-day operations and responding to customer requests for changes.

Starlett Lovel, 32 years of experience in typesetting, editing, composition and printing of Codes, Supplements and Statements. Quality assurance lead for MCCadvantage.

Matt Farley, Systems Administrator, A.A., Tallahassee Community College, Currently obtaining B.A. in Information Technology at Florida State University. 2.5 years of systems/network management experience.

Elliot Haworth, Web Developer, B.A., Computer Science, Mercer University. 5 years of experience desktop application programming and developing web based applications.

Stacy Corry, Digital Art Coordinator, Flagler College, Glendale College, Tallahassee Community College. 10 years experience as a graphic designer; 7 years as coordinator of Municipal Code's graphics department. 20 years of experience as a technical writer and technical support liaison.

Phillip Claiborne, Chief Information Officer, B.S., Management Information Systems, Florida State University; MBA, University of Florida; CompTIA Certified A+, Net+, Security+, Microsoft Certified Systems Administrator. 10 years of extensive experience supporting, designing and administering corporate network environments.

Kevin Ash, Production Lead, 25 years in the electronic print industry, 7 years of statement fulfillment.

References

Similar Engagements

- ❖ *Bradenton, Florida – Michael Cox, Billing Manager (941) 932-9433*
Utility billing, Laserfiche, Code & Inserts
- ❖ *Plant City, Florida – Denise McDaniel, Billing Supervisor (813) 659-4204*
Utility billing, Code, & Zoning
- ❖ *Coweta County Water & Sewer Authority – Alan Sibley, H.R. Manager (770) 254-3710 x8835*
Utility billing

Minority Business Enterprise Utilization

Please review the attached Minority Business Enterprise Utilization Plan and the attached State Certification. MCCa respects the desires of the City to provide opportunities to Minority Business Enterprises. We utilize a M.B.E. service provider in our processes that represents roughly 66% of our total monthly expenses for all services, who is the supplier of inserting equipment as well as our maintenance provider for this equipment.

Scope of Services

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

Municode will adhere to all provisions as requested in the City's Request for Proposal (RFP). MCCadvantage, a division of Municode, agrees to provide Client "MuniBill\$" services defined herein and at pricing contained in Schedule 1.0. The Client agrees that MCCadvantage shall be its exclusive provider of these goods and services during the term of this agreement.

STATEMENT DESIGN - Each of our clients have a unique statement design because they all have specific needs. All statements are custom designed based on your customer's and staff's input. No "cookie cutter" approaches. We have the experience to know the purpose of billing statements and what it takes to accomplish your billing goals. Statements are printed on preprinted color forms which can contain highlighted color boxes. All statements are 8½X11, 24# long grain paper with a tear off return document at the bottom meeting lock-box requirements. The return document can contain OCR's, barcodes or both to enable automated processing of payments. The outside (#10) envelope is a large pistol shaped single window envelope designed to provide maximum flexibility to our customers. This allows for high quality looking statements enabling color logos, quick turnaround changes or custom messages like "UTILITY BILL ENCLOSED" messages to be shown on your statements. Our return (#9) envelope is a single window envelope with lines for a return address. All of our envelopes have security tint in order create an opaque nature to ensure security of the documents transmitted. Statements can utilize variable messaging based off of criteria provided by the client. All paper suppliers are "Tri Certified" in support of sustainability. Good for you, your customers and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials.

INSERTS - Client may request that inserts be included with mailings. The Client has the option of either providing the inserts or contracting with MCCadvantage Creative Services to provide inserts. Inserts provided by the Client are required to meet MCCadvantage's inserting equipment specifications. (A MCCadvantage specification sheet is available upon request.) Inserts provided by Client normally must arrive no earlier than two (2) weeks in advance of the first required mailing and no later than three (3) days before the first mailing day. Upon arrival, inserts are "Quality" checked to ensure they meet specifications. At Client's request and MCCadvantage's approval, MCCadvantage may attempt to use inserts not meeting minimal specifications. However, additional costs may be assessed and/or mailings may be delayed. It is MCCadvantage's policy to ALWAYS work with the Client through issues that may arise and do what's best for the Client and their customer. Any unused inserts will be destroyed or returned at Client's request (shipping charges apply).

ELECTRONIC PRESENTMENT PARAMETERS DESCRIPTION - Through our Muniview system we archive your billing data in a searchable PDF format utilizing a content management system. Muniview is housed on a secure sever and is available to your Customer Service personnel via a HTTPS website. The Muniview system employs a password protected interface, which allows you to limit access to relevant staff positions, and can be run on multiple computers simultaneously. Muniview gives staff the ability to quickly and efficiently search statements from a period of over 3 years. The PDF format allows your staff to email or print a full color copy of the original statement directly from the web-based database.

QUALITY AND TRUST - At MCCadvantage, we understand the importance of quality. We know the statements we send must be of the highest quality and accuracy. We clearly understand that you place your trust with us to ensure your statements go out in a timely and are always correct. Our QC process ensures that you comfortable in knowing all your statements are accurate and have been

mailed on time to your customers. MCCadvantage is a manifest mailer which means every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. MCCadvantage is "Optional Procedure - OP" certified with the USPS.

All customers are provided the MCCadvantage hotline and email address to report any service issues. Issues are report directly to the General Manger for resolution. Our response time to inquiries is normally a couple of minutes via e-mail (constantly monitored) or within the half-hour for phone communication.

MCCadvantage PROCESSING PROCEDURES - After submitting your data files to our secure FTP server you will need to send an email to MCCadvantage notifying us that you have uploaded your files and they are ready for processing. We ask that your email details what cycle was sent and the number of records. Emails sent to MCCadvantage are forwarded to all MCCadvantage departments who are involved in your statement processing. Once your email is received by MCCadvantage, you will receive an "auto response" from our email server confirming your email was received.

Some providers force their customers to logon to their system to check status of their statements. At MCCadvantage, we notify you and your staff as your statements move through the process. Shortly after you have uploaded your files and advised MCCadvantage they are there, you will receive an email notification from our Operations Department verifying receipt of your files and that statement processing has begun. 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 FTP download site. Statements are compressed (zipped) to reduce file size and decrease download time. Included in the zip file will be your statements, any out sorted statements, USPS paperwork and the CASS/PAVE address error report. Simultaneously, statements are sent to our Production Department for printing and inserting. There is an optional step available through which we will hold your statements until you have a chance to review the bills and provide us a release. If this option is used, statements will be held in Operations until a notification of release is provided, at that time statements are released to Production for printing and inserting.

The last step in the process is delivery to the USPS. Throughout the day, MCCadvantage makes several runs to the Postal Service delivering mail as it is completed. Once your statements clear Production, you will receive a final notification letting you know your statements are in the mail. This last notification is normally sent after your statements have left for the Post Office. Attached to this notification is your MCCadvantage job ticket which provides statements billed of each bill type.

Step 1 – Upload your data files.

Step 2 – Send email to MCCadvantage letting us know your files are ready for processing and the volume sent.

Step 3 – Receive auto notification that your email was received.

Step 4 – Receive email letting you know MCCadvantage has verified/QC'd your files/volumes and processing has started.

Step 5 – Receive email notification your statements are being sent to the production floor for printing and inserting and that your statements and reports are available on the download server. (It is recommended you download your statements as soon as possible to QC) PDF images (free of charge) of all statements are provided to Client for QC prior to mailing. All statements are accounted for in these reports.

Step 6 – Receive an email notification your statements have been sent to your customers. The MCCadvantage Job Ticket will be attached to this email.

Step 7 – All data is then backed up for a period of not less than 2 years. As data ages it is moved to our off sight bunker for secure storage.

Sampling and QC of statements is taken throughout the process to ensure quality and accuracy.

- Operations verifies data files (volumes and file integrity)
- Operations QC's statements (volumes and statement integrity)
- Customer (Client) QC statements (volumes and statement integrity)
- Production QC's statements (volumes, statement integrity, print quality, inserts, USPS standards, messages and setup)

**** Employees can earn a reward if they find a quality issue.**

MCCadvantage will design in conjunction with the Client a two-color (black with a second color), one-sided bill form that is 8 1/2" x 11" in size. The bill design will include an appropriate scan line for remittance processing, numerous message areas (variable data text messages shall be printed in the black ink), different sized fonts to enhance readability, a bar chart or graph (if requested by Client) and a Client logo. Statement design can also incorporate QR scan codes to direct customer to web pages, such as your City's website or online payment site.

MCCadvantage utilizes a large single (pistol style) windowed #10 envelope to allow for maximum customer flexibility. Client logo, return address, outgoing address, bar-coding and special message show through the secure window envelopes. Special messages such as "Bill Enclosed" are printed on the statement and are displayed through the window.

MCCadvantage will agree to purchase and maintain a sufficient supply of billing forms and envelopes to ensure an uninterrupted supply for printing requirements.

MCCadvantage will notify the Client in writing, and receive approval from the Client on the bill design prior to implementation.

Client will provide MCCadvantage with any additional forms or forms data to be inserted with the bills. MCCadvantage agrees to receive a drop shipment of the inserts necessary to supply a one-month cycle of bills. Client will work with the MCCadvantage to design the inserts to conform to the specifications required for successful insertion by the equipment used by the Service Provider.

COMPENSATION – In full and complete compensation for all goods and services provided by MCCadvantage hereunder, Client agrees to pay MCCadvantage according to the rates set forth in Schedule 1.0. Prices quoted in Schedule 1.0 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. MCCadvantage will provide to Client an invoice after each production run consisting of all fees, as outlined in Schedule 1.0, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days. The price for materials may be re-evaluated at the annual anniversary date of the effective date of the contract, taking into account any fluctuations in the price of paper and supplies. Any price increase will be supported by supplier documentation and provided to the City for review. In no event may any increase be greater than the actual increases in the cost of materials.

POSTAGE – MCCadvantage will require that the Client maintain a permanent postage deposit in connection with this agreement. Client shall deposit in advance with MCCadvantage the initial sum specified in Schedule 2.0 as the permanent postage deposit. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in Schedule 2.0, or customer payment history. All mail pieces are sent at the lowest possible postage qualifying rate taking full advantage of automated USPS discounts. Client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, MCCadvantage shall return the deposit amounts to Client after payment of all

services and postage. If client fails to maintain the deposit at the prescribed levels, or if client fails to maintain current status of all invoices as described in the "Compensation" section, MCCadvantage may suspend its performance under this agreement and hold customers statements/bills (at MCCadvantage discretion) until the deposit is received. The outgoing statements/bills will leave MCCadvantage utilizing the Municode postage permit for USPS postage payment. Statements are mailed at the lowest possible postage rates. Most statements qualify for the 5 digit automated rate. MCCadvantage is certified by the USPS for optional procedures.

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.

CONFIDENTIALITY – MCCadvantage 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 MCCadvantage's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by MCCadvantage without the written consent of Client.

LIMITATION OF LIABILITY – The parties hereto agree that this agreement is only for the production of goods and services. MCCadvantage 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, MCCadvantage 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. MCCadvantage is not liable for incidental or consequential damages, including revenue, even if MCCadvantage has been advised of the possibility of such loss or damage.

PERFORMANCE – MCCadvantage shall handle the laser printing and mailing of the Client's bills. Expected volumes are defined in schedule 1.0. MCCadvantage will receive data for the billing from the Client multiple times per month. MCCadvantage will receive data in a format mutually determined by both MCCadvantage and the Client. Data compression is allowed as mutually agreed to by MCCadvantage and Client. MCCadvantage shall simplex (one side) laser print the data on pre-printed forms as described in schedule 1.0. If required, MCCadvantage shall set up the form and program to include scan lines for intelligent inserting. The Client will then provide the matching criteria for such intelligent programming.

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.

Client Responsibility

The Client agrees to:

- Transmit data files to MCCadvantage's FTP site in the method agreed upon according to the provided schedule.
- Ensure postage funds are available per specifications provided in "Scope of Work".
- Quality check data files in advance of sending to MCCadvantage
- Quality check statements via PDF's during processing
- Provide camera ready artwork for graphics.
- Pay MCCadvantage for services billed (Net 30).
- Provide MCCadvantage insert specifications to Client's insert vendors (if other than MCCadvantage).
- Provide an explanation of billing record layout or mapping document to MCCadvantage.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through MCCadvantage). If done through MCCadvantage, client agrees to update their records with matches per USPS requirements.
- Review and approve design of billing statements.
- Pay for any unused forms of as a result of a format change or contract modification.
- Client is encouraged to QC billing statement content using PDF images during each mailing to ensure statement quality.
- Client is required to sign off on parallel testing once completed to ensure statements meet Client expectations.
- Client is required to sign off on "deployment" normally after the first month's mailings. The deployment period may be extended with mutual agreement from Client and MCCadvantage. At the conclusion of the deployment period, changes will be billed at Technical Services rates in accordance with Schedule 1.
- 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.

Additional Services

Additional Services Available

- *Inserts and Promotional Material*
- *Online Credit Card Processing and ePayment*
- *eBilling*
 - Customers pay faster
 - Save money and postage
- *Go Green*
- *Address Cleanup through USPS using USPS NCOA*
- *Muniview*
 - This option provides for robust online "search and view" via secure online access.
 - Provides fast access to be able to print and email customer statements

Inserts and Promotional Material

MCCadvantage customers enjoy full service in-house graphic design and printing/creation for statement inserts, newsletters, special mailings or just about anything else you want to send to your customers. We provide competitive pricing but give our customers the option of using us or another print provider.

Go Green!

At Municipal Code 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. Good for you, your customers and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials.



Online Credit Card Processing and ePayment EBPP (Electronic Bill Presentment & Payment)

MCCadvantage offers clients the ability to provide their customers with the option of paying their billing statements online using a credit card or eCheck. Clients may also offer their customers the option of signing up for automatic payments through MCCadvantage. The MCCadvantage payment portal branded with Clients logo and contact information such that customers view the pages as the clients website. Transaction charges can be paid by the client, passed on to the customer or a combination of the two. Please contact MCCadvantage for further details regarding online service options.

eBilling

MCCadvantage provides eBilling services to their clients. The eBills provide a billing option saving the client money (postage) while delivery statements electronically same day. The eBills project a "green" image to customers and demonstrating the client's commitment to the environment. Setup for eBills is waived if done at the time of initial deployment. MCCadvantage's eBills provide a custom eBill summary message and include an attached PDF copy of the customer's statement, and can include links to payment sites, utility links, and PDF copies of inserts. Any response to these eBills will be directly emailed to the email address you provide.

Emergency Backup

MCCadvantage maintains a hardened backup site. This site has all of the capabilities of our main site, and can take over production in the event that our main site experiences problems.

Data Retention Policy

MCCadvantage has a policy of keeping our customers data for a period of 3 (three) months at which point the data is moved to our back-up site for a period of no less than 3 (three) years. We will always have your files available in case a need to reproduce them should arise.

Additional Services

Municode and MCCadvantage can provide additional services/products under this contact. Any of the following services may be purchased pursuant to this contract.

Document Imaging and Records Management Software (Laserfiche) - MCCi offers Laserfiche (LF) Software and related services which provides a records repository allowing storage, retrieval and imaging of all documents. Capabilities include an intuitive browse window, index cards, full-text indexing, keyword template search, fuzzy word search, and virtually unlimited folders, giving users access to any document instantly.

Document Scanning Services (MuniScan) - MCCi offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and fuzzy logic.

Process Management Software (MuniTrackIt) - MCCi offers the MuniTrackIt Software (developed by Brandt Information Services, Inc.) which is a web based solution designed specifically for Government organizations. MuniTrackIt will save time and money by streamlining business processes.

Code Supplementation and Codification Services (MuniCode) - Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).

Creative Services - MCCadvantage can provide design and printing services of inserts. We have a creative team of talented graphic artists to help you quickly create statement inserts, newsletters or any other important customer communications at competitive rates.

Cost Data MuniBill\$ Quotation Sheet For CITY OF SARASOTA FLORIDA

Schedule 1.0 – Fees for Goods & Services

Paper Bill <ul style="list-style-type: none"> • Custom Municipal Statement Design • Data processing & Simplex printing • Single 8½x11 document with 3½" perforated return, white, long-grain 24 lb bond paper stock, • #10 windowed envelope, white w/security tint - 20 lb • #9 return envelope • Folding, inserting and delivery to USPS • CASS/PAVE certification of customer mailing list • Price does not include postage • Two color highlight (includes black print) 		
Monthly Volumes		
20,000 – 25,000	\$.105	Per bill
10,000 – 19,999	\$.135	Per bill
5,000 – 9,999	\$.145	Per bill
Initial programming and set-up	Waived	One time
Optional: Special market messages on the statement (if setup required)	\$ 25	Per message
Optional: Subsequent pages to statement	\$.04	Per page
Optional: Technical Services (Including programming & insert composition if needed)	\$85	Per hour
Optional: Additional Inserts - (Does not include printing or design of insert)	.005	Per Bill
Freight, courier, shipping, etc. for items shipped at customer request.	Cost	Per Request
Optional: MuniBill Paperless emailing of statements to customers	\$.098	Per Bill
Optional: MuniBill PDF (includes processing & creation) 3 months online	N/C	Included
Optional: Statement Optimal Design Review & Consulting	N/C	Included
Optional: Late notices, final bills and cancellation notice (1-color black)	\$.13	Each
Optional: MuniView – Secure online viewing of statements	N/C	
Optional: MuniForwarding - NCOA forwarding of statements	Price upon Request	

Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit – Based on Statement Volume

*** All statements are mailed at the lowest possible postage rate (.34 is current 5 digit rate)**

This proposal shall be valid for a period of one hundred and twenty (120) days from the date appearing on the signature page of this proposal unless signed and authorized by MCC and the Client.

Term of Agreement The term of this full service contract shall be for a period of three (3) years, commencing on mutually agreeable date and ending thirty-six (36) months later. Thereafter the City of Titusville, reserves the right to extend this contract for up to two (2) additional twelve (12) month periods, with written acceptance of both parties.

Submitted by:

MUNICIPAL CODE CORPORATION ADVANTAGE

a division of Municipal Code Corporation

Municode Vice President: _____

Witness: _____

Date: _____

Accepted by:

SARASOTA, FLORIDA

By: _____

Title: _____

Witness: _____

Date: _____