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:

ASSIGNEE:

Municipal Code Corporation Inc., a Florida corporation

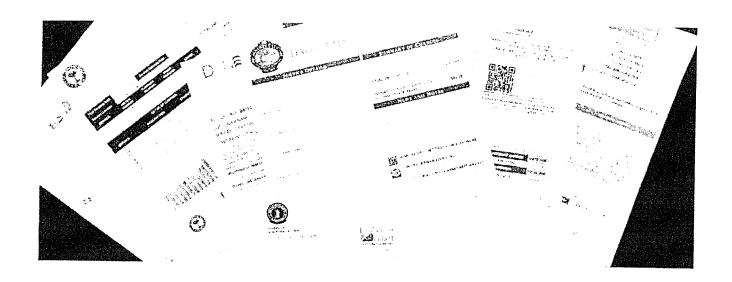
ENCO Utility Services Florida LLC, a Delaware limited liability company

By:

Rick Grant, Vice President and Chief Operating Officer

By: Ruby M. Arigogen
Ruby Ingoyen, Senior Vice President

FINAL COPY-



UTILITY BILL PRINTING & MAILING SERVICES

Proposal for the City of Milton Florida



Website Design Codification Services Online Payments

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

PROPOSAL CONTENTS

| COVER LETTER | **************** |
|---|------------------|
| QUALIFICATIONS | |
| Company Profile | |
| Key Staff Assigned to Project | ********* |
| REFERENCES | |
| SCOPE OF SERVICES | 11. |
| Statement Design | |
| Additional Programming or Design Changes | |
| Data File Transfer | |
| Data Processing | |
| E-billing Services | |
| Outbound Notifications Services | |
| Mailing Services | |
| Postage | |
| Supplies and Inventory Management | |
| Inserting Capabilities | |
| Invoicing Procedures | |
| Printing Facility Data Security, Storage, and Disaster Planning | |
| Overview of Deployment Process | |
| Overview of Day-to-Day Production Process | |
| Quality Control | |
| Client Responsibility | |
| MUNICODE PRICING SCHEDULE | |
| Initial programming and set-up one-time fee | |
| Statement, late notices, letters etc. | |
| Optional: Ebilling | |
| Optional: OnDemand Notification Services | |
| Required Postage Deposit | |
| JUNICODE AGREEMENT, TERMS & CONDITIONS | |
| FOURED DOCUMENTATION | 15 |

COVERLETTER

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 <u>your goals</u>. 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

Main location: 1700 Capital Circle SW

Tallahassee, FL 32310

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

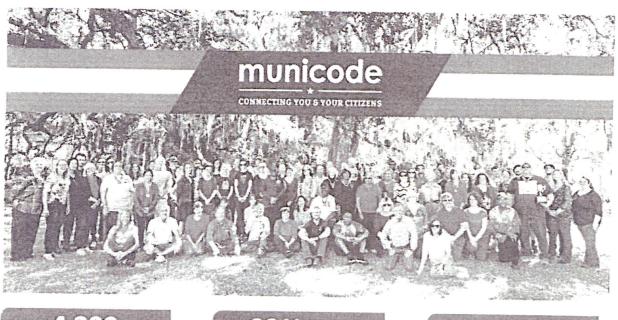
of employees: 176

FEI/EIN Number: 59-0649026

Mailing Address: PO Box 2235

Tallahassee, FL 32316

Email: info@municode.com



Municipal Clients

66 Years Serving Municipalities 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 Oce / 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.



<u>Woody Estep:</u> 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.



<u>Shann Edmonds:</u> 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.



<u>James Gager</u>: 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.



<u>Philip Woeckener</u>: 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.



<u>Kevin Ash</u>: 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 McPhait: (954) 786-4637 kyle.mcphail@copbfl.com 16900 bills, SunGard software multi-line fixed file



Oakland Park, FL. Since-2007
3650 NE 12ⁿ Ave. Oakland Park, FL. 33334
Robin Butler: (954)630-4283 robinb@caklandparkfl.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° 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 - mulit-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 Ellict: (305) 953-2868 gelliott@opalcckefl 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.staffer@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 9th 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, jmckinney@cityofedgerwater.org

10,000 bills – SunGard Software, multi-line fixed file



Zephyrhills, FL Since 2008 5335 8th 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. Frot Meade, FL. 32550 Mel Parker:(863)285-1100, jmparker@cityoffortmeade.com 3000 bills, ADG. Single stacked



Okeechobee Utility Authority Since 2007 100SW 5th Ave, Okeechobee, FL 34974 Lyn Lowe: (863)763-9460 ext 217 lynlowe@ouafl.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 delim



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 delim



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 Oce / 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 %" 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 programed 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 predetermined 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.

| *** | | | | | | |
|--|--|--|--|--|--|--|
| 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://wwworg 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.

Originating Service Standards First-Class for SCF 323







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 S 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.

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 ½" 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 ½" from bottom of page. Statement forms may be pre-printed with color logos, boxes, shaded areas for messaging, etc.

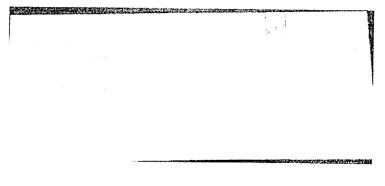
Billing Statement Outgoing Envelope

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 % 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

Late noticesNCOA

- Heavies
- House holding Mailings
- · 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 FTTP 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.
- <u>Step 4</u> <u>Client receives email that processing is complete and awaiting approval</u>. 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.
- <u>Step 5</u> <u>Once we receive your approval email,</u> 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.
- <u>Step 6</u> 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 |
| Duplex printing of variable data and color highlighting statement elements on the fof 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 Reduction in cost for suppression of #9 Return Envelope Additional Statement pages Special handling charge for householding, outsorts, or pulled statements Inserting fees for additional advertising flyers/buck slips/newsletters/notices/etc. Minimum Charge: This charge is not in addition to regular statement pricing. It means the total printing per statement cost for the day is less than \$50, we will charge a \$50 flato cover fixed costs. | 25,000 or greater = \$.105 15,000 - 24,999 = \$.11 10,000 - 14,999 = \$0.115 5,000 - 9,999 = \$0.125 2,000 - 4,999 = \$0.135 0 - 1,999 = \$250 min. Flat Fee 01 / statement .04 / additional page .04 / statement .01 / insert |
| 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 Email Notifications Fee Text Notifications Fee By Voice Notifications Fee | \$125.00 / per month \$0.28 / message \$0.25 / message \$0.38 / message |
| Initial Postage Deposit 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 | \$6,881.60 |

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 aggress 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 ae 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 derivate 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 LIBILITY 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: 14.6. GZANT | ISTZIAN LUATIKINS |
| Title / COO, Maniprint/DAY | CITY MAKAGATE |
| Shann M. Edmands | Parrila K Haddon |
| 3.9.18 yranch 9, 2018 | Tel- 26, 2018 Date Signed |
| Date 3 gileu. | Date Signed Mach 2018 Effective Date: |

CITY OF MILTON PROPOSAL SHEET

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

| <u> R</u> 8 | ise Price | | | | | | | | | |
|-------------|------------|---------|------------|--------|-----------------------------|-----------|-------|---------------|-------------|----|
| \$_ | .115 | Unit | price | per | statement, | water | bill | processed | (includes | š. |
| pro | ocessing, | sorting | i, printii | ng of | statement ir rn envelope | i highlig | nt co | lor laser, fo | rm, folding | ļ, |
| ر.(|)1 per ins | | - | 1 7744 | | | | | | |

| | inserting, ma | ailing envelope, return envelope and delivery to USPS). | | | | | |
|-------------------|-------------------------------------|--|--|--|--|--|--|
| | .01 per inse | | | | | | |
| | \$ | _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) | | | | | |
| | \$ <u>N/A</u> | 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: addition | onal services _l ents: | ate document, Service Provider may include a price list for any provided that could be considered in the future by City of Milton. | | | | | |
| | | · · · · · · · · · · · · · · · · · · · | | | | | |
| Submitte | • | | | | | | |
| | | The Municipal Code Corporation | | | | | |
| | | ider: 1700 Capital Circle SW | | | | | |
| e tide of CTA on | talline Latinha | 2000 / Florida / 2004 t | | | | | |

| 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.

| This sworn statement is submitted toCity 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 St |

- 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 "convection" 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.
- 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

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. Eric Trant (Signature) City of TALLAMASIC STATE OF FLORIDA Swom and subscribed before me this / M day of DEC-118617, 200 by W. Auc GR 420 who is Personally known to me_ Or who produced identification -(Type of Identification) (Signature) Notary Public - State of Florida typed or stamped Commissioned name of notary public) Motary Public - State of Florida Commission = GG 118258 (SEAL) Borded through National Notary Assn.

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

*ATTACHMENT B - REFERENCES

| QUALIFICATIO contractual re | NS OF BIDDER: Bidder must have the capability and capac quirements. | city in all respects to fu | lly satisfy the |
|--------------------------------|---|----------------------------|------------------|
| Indicate the le | ngth of time you have been in business providing this type ofyears,0months | f service and/or product | |
| | of at least three (3) similar accounts, that your firm has p twelve (12) months. | provided similar goods | and/or services |
| 1. | Company Name: Sarasota, Florida | | |
| | Contact: Mike Healy | | |
| | Email Address: michael.healy@sarasotagov.com | | |
| | Phone Number: 941-329-6120 | | |
| | Area Serviced: Sarasota Size: 20,250 Bills T | Type: Sungard HTE | |
| | Job Dates: 2011 - Present Beginning: 2011 | | |
| 2. | Company Name: Coconut Creek, Florida | Contact | : Patricia Bryan |
| | Email Address: pbryan@coconutcreek.net | Phone Number | : 954-973-6770 |
| | Area Serviced Coconut CreekSize: 12,600 Bills Type: Sun | gard HTE | |
| | Job Dates: 2007 - Present Beginning: 2007 | | |
| 3. | Company Name: Pompano Beach, Florida | Contact | Kyle McPhail |
| | Email Address:_kyle.mcphail@copbfl.com | Phone Number: | 954-786-4637 |
| | Area Serviced:Pompano Beach_Size: 16,900 Bills _Type: Sung | | |
| | Job Dates: 2013 - Present Beginning: 2013 | End: Current | |



STATE OF Florida

COUNTY OF Leon

City of Milton

*ATTACHMENT C - NON-COLLUSION AFFIDAVIT

| 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: Crickiant |
| TITLE: President |
| |
| The foregoing instrument was acknowledged before me this 1374 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 Public - State of Florida Commission # GG 11825B My Comm. Expires Oct 20, 2021 Bonded through National Notary Asse. |