

# Exhibit 4

## AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Municipal Code Corporation** ("Contractor"), 1700 Capital Circle SW, P.O. Box 2235, Tallahassee, FL 32316, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2014-24) dated July 21, 2014, attached hereto as Exhibit "A" and the Proposal for Utility Billing Services dated July 22, 2014, attached hereto as Exhibit "B" are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement is for a five (5) year term that shall be effective on the date it is fully executed by the parties.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached Exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 8 of this Agreement. All such invoices shall be paid by the City pursuant to the Florida Prompt Payment Act, Chapter 218 (Part VII), Sections 218.70-218.80, *Florida Statutes*, as the same presently exists or may hereafter be amended.
4. **Termination of Agreement.**
  - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
  - (b) This Agreement may not be terminated by the Contractor.
5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

**City of Ormond Beach**

Joyce Shanahan, City Manager  
(copy to City Attorney)  
22 South Beach Street  
Ormond Beach, FL 32174

**Municipal Code Corporation**

Eric Grant, President  
1700 Capital Circle SW  
P.O. Box 2235  
Tallahassee, FL 32316

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and

causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

16. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

(a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

**Certificate of Exemptions.** If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

**Commercial General Liability Coverage** shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products &

	\$ 50,000	Completed Operations Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

\* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

18. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
  - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
  - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
20. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations
21. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
  - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
  - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.
22. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 15<sup>th</sup> day of September, 2014.

Witnesses:

CITY OF ORMOND BEACH

[Signature]  
Print Name: SHA MOSS

By: [Signature]  
ED KELLEY  
Mayor

[Signature]  
Print Name: Colby Calento

By: [Signature]  
JOYCE SHANAHAN  
City Manager

DATED this 22 day of September, 2014.

Witnesses:

MUNICIPAL CODE CORPORATION

[Signature]  
Print Name: Scott McCreaney

By: [Signature]  
Print Name: H.C. GRANT  
Title: EXEC. V.P.

[Signature]  
Print Name: Sharon M. Edmonds

Attest: [Signature]  
Print Name: FORREST WADSWORTH  
Title: GENERAL MANAGER





# CITY OF ORMOND BEACH

Finance Department • 22 South Beach Street • Ormond Beach, FL 32174 • (386) 676-3209 • Fax (386) 676-3374

August 22, 2014

## **NOTICE OF INTENT TO AWARD Utility Billing Services, RFP Number 2014-24**

Thank you for your response to our RFP # 2014-24. The City staff has completed its ranking of the proposals received. Staff will recommend to the City Commission that Municode Advantage be selected for the award of the City of Ormond Beach Utility Billing Services. This notice is NOT an acceptance of any offer, and the City retains the right to reject any proposal. This notice shall not create rights, interests, or claims of entitlement for the apparent lowest responsible and responsive proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully executed. The city's procurement regulations are located at Article IX, Division 3 (sections 2-300 through 2-309), of the Code of Ordinances.

Thank you for your interest in providing services to the City of Ormond Beach. We hope that you will respond to future request for proposals.

Sincerely,

Chris Byle  
Purchasing Coordinator  
City of Ormond Beach  
22 South Beach St.  
Ormond Beach, FL 32174  
386-676-3223



# CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

September 17, 2014

Mr. Grady Campbell  
Account Executive/MCCadvantage  
1700 Capital Circle SW  
Tallahassee, FL 32316

RE: City of Ormond Beach Resolution No. 2014-148  
Agreement for Utility Billing Services

Dear Mr. Campbell:

On September 15, 2014, the City Commission approved Resolution No. 2014-148 authorizing the execution of an agreement for utility billing services.

Enclosed is a copy of Resolution No. 2014-148 and two original agreements that have been executed by the City of Ormond Beach. Kindly execute them and return one to me in the enclosed FedEx return envelope.

If you have any questions, please contact Ms. Kelly McGuire, Finance Director, at 386-676-3226.

Best regards,

J. Scott McKee  
City Clerk

Enclosures

cc: Kelly McGuire, Finance Director

**RESOLUTION NO. 2014-148**

**A RESOLUTION ACCEPTING A PROPOSAL FROM MUNICIPAL CODE CORPORATION TO PROVIDE UTILITY BILLING SERVICES; REJECTING ALL OTHER PROPOSALS; AUTHORIZING THE EXECUTION OF AN AGREEMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.**

**WHEREAS**, the City heretofore solicited proposals to provide utility billing services (RFP 2014-24) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

**WHEREAS**, the City's evaluation committee has evaluated the three proposals received and determined the most advantageous proposal for the City to be the proposal submitted by Municipal Code Corporation (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

**WHEREAS**, the City Commission concurs with the aforestated recommendation, and

**WHEREAS**, the City Manager has certified that the money for the payment of the services is appropriated in the Fiscal Year 2014-2015 budget, and is not appropriated for any other purpose, now therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:**

**SECTION ONE.** The proposal submitted by Municipal Code Corporation to provide the utility billing services at the prices set forth in their proposal is hereby accepted.

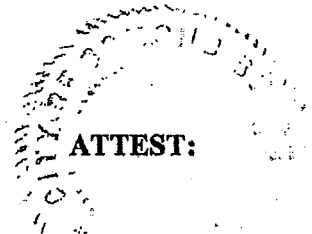
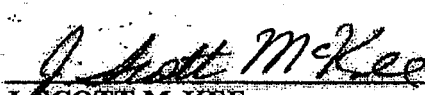
**SECTION TWO.** The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City of Ormond Beach and Municipal Code Corporation for the provision of utility billing services.

**SECTION THREE.** All other proposals submitted for the provision of the said services shall be deemed rejected upon the execution of a contract with Municipal Code Corporation.

**SECTION FOUR.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED** this 15<sup>th</sup> day of September, 2014.

  
\_\_\_\_\_  
**ED KELLEY**  
Mayor

  
**ATTEST:**  
  
\_\_\_\_\_  
**J. SCOTT MCKEE**  
City Clerk



**City of Ormond Beach**

22 South Beach Street  
Ormond Beach, Florida 32174  
Telephone (386) 676-3223  
Fax (386) 676-3330

**REQUEST FOR PROPOSALS**

**PROPOSER ACKNOWLEDGEMENT FORM**

*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID*

RFP TITLE: <b>UTILITY BILLING SERVICES</b>
RFP NUMBER: <b>2014-24</b>
RFP DUE DATE & TIME: <b>Tuesday, July 22, 2014 at 2:30 P.M.</b>
RFP OPENING LOCATION: <b>Upstairs Conference Room at Ormond Beach City Hall</b>
PRE-PROPOSAL MEETING DATE & TIME: <b>None</b>
PRE-PROPOSAL MEETING LOCATION: <b>N/A</b>

**Proposals Received After The Above Date And Time Will Not Be Accepted.**

PROPOSER'S NAME: Municipal Code Corporation

PROPOSER'S MAILING ADDRESS: PO Box 2235  
Tallahassee, FL 32316

CITY-STATE-ZIP:                     11

F.E.I.N. or S.S. NUMBER: 59-0649026

PHONE NUMBER: 800-262-2633      FAX NUMBER: 850-575-9852

If returning as a "No Proposal", please state reason (s): \_\_\_\_\_

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X [Signature]  
AUTHORIZED SIGNATURE (MANUAL)

ERIC Grant  
NAME (TYPED)

President  
TITLE

7/21/14  
DATED

## GENERAL CONDITIONS

**PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**DISCRIMINATION:** Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.** The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

**DISTRIBUTION OF BIDS AND RFP'S:** The City uses the services of Onvia DemandStar ([www.demandstar.com](http://www.demandstar.com)) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

**SUBMISSION OF RESPONSES:** All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

**EXECUTION OF SUBMITTAL:** Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

**RFP OPENING:** Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

**SUBMITTAL TABULATION:** Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

**CLARIFICATION/CORRECTION OF RFP ENTRY:** The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

**INTERPRETATION:** Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

**MINORITY POLICIES:** The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

**LICENSES AND PERMITS:** The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

**ADDITIONAL TERMS AND CONDITIONS:** The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

**TAXES:** The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

**SILENCE OF SPECIFICATIONS:** The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to a Submittal and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

**LIABILITY:** The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

**PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**NON-APPROPRIATION OF FUNDS:** In the event sufficient budget funds are not available for a new fiscal period, the City shall notify the Vendor/Contractor of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the City of any kind whatsoever.

**AWARDS:** The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

**OTHER AGENCIES:** All Bidder(s) awarded contracts from this bid or proposal may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

**COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 199, and specifically to

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Record Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.



**THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.**

**TERMS AND CONDITIONS**

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF ORMOND BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
UTILITY BILLING SERVICES  
RFP NO. 2014-24**

**I. INTRODUCTION**

The City of Ormond Beach, Florida is requesting proposals from qualified firms to enter into a contractual agreement to provide printing, processing and mailing of the City's utility bills and other necessary literature. A five-year contract is contemplated. The awarded firm shall furnish all labor, materials (including all paper and envelopes), equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work.

Deadline for Submission: To be considered, proposals must be received no later than 2:30 p.m., July 22, 2014.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Inquiries received after that time will not be responded to. Answers to inquiries will that warrant attention of all the potential proposers will be distributed in the form of an addendum. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted. Please direct written inquiries to:

Chris Byle  
City of Ormond Beach  
22 South Beach Street  
Ormond Beach, FL 32174  
Telephone: (386) 676-3223  
Fax: (386) 676-3374  
Email: [Chris.Byle@ormondbeach.org](mailto:Chris.Byle@ormondbeach.org)

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team

Proposal Delivery: The City must receive one (1) original and one (1) electronic pdf format copy no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida, 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to

ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

**Addenda and Supplements to the Request for Proposals (RFP):** In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

**Rejection Rights:** The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

**Cost of Proposal Preparation:** No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

**Proposals to be in Effect:** Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

## **II. NATURE OF SERVICES REQUIRED**

### **A. General**

It is the intent of the City of Ormond Beach, Florida to award a contract to the successful bidder of this request for proposals to provide printing, processing and mailing of the City's utility bills and other necessary literature. The awarded firm shall furnish all labor, materials (including all paper and envelopes), equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work.

### **B. Background**

The City of Ormond Beach is a Florida Municipal Corporation, which operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission appointed City Manager. The City provides a comprehensive array of services including police, fire, leisure services, public works, planning and economic development. The City operates a water and sewer system, a stormwater utility, a solid waste utility and a municipal airport.

The City of Ormond Beach is located in Volusia County, along the Atlantic coast of Florida. The City has an estimated population of 38,557 living within an area of approximately 36 square miles.

The City's utility billing and customer information system is a proprietary software application developed by SunGard HTE, Inc., located in Lake Mary, Florida. Billing data is processed daily through batch update process. The production of bill files and reports follows the update process. After the process is completed, the billing data files are sent the following morning via FTP to the vendor for processing. Once the print file is created, the bills and notices are laser printed. Utility bills are currently laser printed on double-sided 8 ½ x 11 inch stock (blue and white in color) with a perforation for the tear-off payment stub at the bottom of each page. This payment stub includes an OCR scan line. Each form, for utility billing and notices, is printed in black ink with exception of overdue or delinquent notices which are printed in blue or red ink for identification with each specific message. A sample is provided in Appendix A of the Request for Proposal (RFP). After printing has been completed, bills and notices are folded and inserted with utility-related bill inserts and a return payment envelope into mailing envelopes. Bills and notices are subsequently weighed and processed through a postage meter for mailing through the U.S. Postal Service. In some cases, customer bills may result in multiple pages and must be grouped accordingly for mailing in a single envelope.

Bill charge amounts in excess of \$49,999.99, either credit or debit balance, are validated with City Staff, prior to printing and mailing. Once reviewed and approved for mailing, those identified bills are to be released for production and mailing.

Inserts are identified to be included in bill statements based upon predetermined criteria, such as, customer class, area of the City and meter reading cycle.

Several times each year, the city prepares a file for business tax renewals. These files are prepared separately and follow the print file format currently in use by the utility billing process. This process will not change, but will continue using an electronic file transfer format with generic statement forms with the renewal statement form printed during processing. The volume for each mailing is approximately 500 – 4,000. These mailings include an insert and return envelope. The renewal statements include a remittance stub similar to the utility bill format.

**C. Scope of Work to be Performed**

The City of Ormond Beach is soliciting proposals from vendors interested in providing the services necessary to print and mail the City's utility bills daily. In addition, the City seeks to evaluate developing an improved design for its bill. The City is seeking a vendor who can provide the types of design and format services that would result in flexible, professional and easy to understand billing statements. The design should include the front and back of bills and notices, as well as an OCR scannable payment stub. The City is most interested in a bill presentation that will accommodate the use of graphics, bar graphs, color and bar

coding, where feasible. The ultimate design should be able to accommodate the changing demands of the water industries; be adaptable to different classes of customers, commercial versus residential; and incorporate the billing data generated by the City's utility billing system. Programs should be designed for flexibility to allow for frequent modification and addition as industry requirements change.

It is expected that the vendor(s) will satisfy the following requirements:

1. Daily bill and notice printing (bill processing) must be available during weekends and holidays. Turn around time is to be the same day as receipt of billing data files. The City's bill volume is approximately 23,000 utility bills per month.
2. Bar coding for postal mailings and payment stub processing to optimize efficiency and postal cost reductions.
3. Same day insertion and envelope preparation.
4. Same day postage metering.
5. Mailing of utility bills and notices that will insure a next day delivery to City customers with Ormond Beach delivery addresses.
6. Provide generic blank statement paper forms and envelopes until needed or used. To permit flexibility there are no preprinted forms/envelopes involved in the processing.
7. Ability to insert different documents in each envelope based upon predetermined criteria, such as, class of customer, reading cycle and service type.
8. Provide automatic confirmation to the City upon delivery of bills to the U.S. Postal Service. Vendor must maintain CASS certification and address correction/forwarding on behalf of the City.
9. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
10. Provide programming and bill design services, as required.
11. Provide immediate live telephone support to the City of Ormond Beach for problem resolution.

### III. PROPOSAL REQUIREMENTS

#### A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the utility billing services of the City of Ormond Beach in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

##### 1. Independence

The firm should provide an affirmative statement that it 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. The firm should provide an affirmative statement that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor should certify to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Ormond Beach, Florida. It is expressly agreed by the firm that in the performance of the services required under this contract, the firm, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

##### 2. Conflict of Interest

The firm shall list, and describe any relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Ormond Beach, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the proposal.

Additionally, the firm shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the agreement.

3. Qualifications, Capabilities and Experience

a. Qualifications and Experience of the Firm

- i. Describe your firm's history and the organizational structure of the department or division that will provide the proposed services.
- ii. Describe your firm's experience with document designing, printing and mailing services that are provided to utility companies or other high volume clients.
- iii. Provide the total number of statements mailed monthly by your firm.
- iv. Provide the volume of your three top customers.
- v. Describe your firm's experience with remittance processing services that are provided to utility companies or other high volume clients.
- vi. Comment on other areas which make your firm different from your competitors.
- vii. Describe your firm's experience with clients that use SunGard HTE software.

b. Qualifications and Experience of Team and Relationship Services

- i. Describe your firm's philosophy regarding account or relationship management.
- ii. Identify and provide the resume of the person (account executive) who will be assigned as the service coordinator to the City.
- iii. Identify the members of the proposed team including their tenure with your firm, background, education, location of their office, and the role they will play in managing the City's account.
- iv. If you plan to use subcontractors for the services included in this proposal, describe your relationship with the subcontractor, the subcontractor's history and experience in providing similar services and the experience of the subcontractor's employees that will provide services to the City.

- v. Identify and flow chart processing from receipt of file through to delivery process from the processor to the U.S. Postal Service.

c. Document Printing

- i. Describe your capability to perform bill processing within the City's required time table, i.e., turn around time is to be same day.
- ii. Describe your printing capability including printing multiple colors and pre-printed forms.
- iii. Describe your printing quality control and how you assure that the billing data will fall correctly into appropriately locations consistently.
- iv. Describe your capability of printing certain declarations as they occur or for related values in the statement each in other than black ink. For instance, "Do not pay – credit balance" – where this declaration occurs or a credit value is indicated, print in blue ink. Three colors: black, blue and red are to be variable.
- v. Describe your capability of printing bar coding for postal mailing and payment processing.
- vi. Describe your capability of printing single account statement and multiple accounts consolidated statements.
- vii. Describe the type and size of paper and envelope that you can handle.
- viii. Describe your turn around time to implement format changes.
- ix. Describe your capability to provide notification to the City of all bills printed and delivered to the U.S. Postal Service. The notification must be provided to the City immediately following completion of the mailing.

d. Mailing Services

- i. Describe your capability of formatting address data in order to obtain the best postal presort discount rates.
- ii. Describe your capability to handle billing and mailing on the same day that you received the billing file from the City.



- iii. Describe your ability to stay up to date of United States Postal Services equipment and processing requirements.
- iv. Describe your process in handling international addresses.
- v. Describe your capability to validate bill charge amounts in excess of \$49,999.99 either credit or debit balance with City Staff prior to processing statement.
- vi. Provide the location of the facility where bills will be printed and mailed.
- vii. Describe your mailing capability to accommodate one page statement and multiple page statement simultaneously.
- viii. Describe your coordination procedures and capability for inserts.
- ix. Describe your capability for certain inserts to be included with selected bills based on criteria, either inside/outside, cycle/route, rate class or combination thereof.
- x. Describe your capability of not including return envelopes in the Automatic Payment Service (APS) customer's bills.
- xi. Describe how you account for the postage used for the City's mailing to be included on the monthly statement detailed by each daily billing.
- xii. Describe or provide a sample of the monthly report that is provided regarding postage information.

- e. System and Software
  - i. List the operating system and platforms you will be using to provide proposed services.
  - ii. Describe technical capabilities for receiving and verifying accurate receipt of files.
  - iii. Describe security procedures for data transfer (e.g. FTP).
  - iv. Describe routine back-up procedures for your system.
  - v. Describe your contingency plan for equipment failure or unexpected equipment outages. Please provide detail of the plan.
  - vi. List and describe all software products that will be used to provide proposed services including bill design software, mailing discount software, document print software, and address validation software.
  - vii. List all products, hardware and software, that will be remarketed, and service that will be subcontracted as part of the proposed solution.
  - viii. Describe any software upgrade methods, policies, and procedures that can potentially affect the City.
- f. Quality Assurance and Customer Support
  - i. Describe your quality assurance program including designing, printing, and mailing processing.
  - ii. Explain what happens when a quality issue is recognized and follow-up actions are required.
  - iii. Describe the hours and days available for product and technical support.
  - iv. Define support escalation process.
- g. Payment
  - i. Describe the normal payment arrangement between your firm and its customers.
  - ii. Provide a sample of the monthly bill statement for the detailed daily charges.

h. Confidentiality of Data

- i. Describe the security measures and business practices your firm uses to protect the confidentiality and security of the City's customer data.
- ii. No names and addresses of the City's customers may be provided to a third party or used by the vendor for any purposes including marketing. The vendor will sign a confidentiality provision stating that any information contained in the City's billing information cannot be used or shared in any way by the vendor.

4. Fees

- a. Provide your fees for the proposed services. Fee quotes should list designing, printing for front and backer sheet, return envelope with or without if bank draft customer, and mailing processing separately. The fee listed should also separate flat fee, per transaction fee, one-time set up fee and on-going maintenance fee.
- b. Describe cost of hourly programming services. Provide examples of standard programming hourly charges, rush change charges and normal times, for changes to mailing addresses, telephone numbers, informational statements-backer sheet, and ink print colors.
- c. Provide your fees for the business tax renewals that are billed several times each year.

5. Other Services and Fees Available

Describe other printing and mailing services available from your firm to the City and related fees/set-up costs.

6. References

Please list the name, address and telephone number of references from five (5) utility agency clients indicating the services provided, with emphasis on recent similar projects. If applicable, provide references from clients who are SunGard HTE customers where the installation has been live and active for a minimum of six months.

## **VII. PROPOSAL EVALUATION**

The evaluation and selection of the proposers will be performed by the City Commission. The following represent the principal selection criteria which will be considered during the evaluation process:

- A. Project Approach (10 points)
- B. Qualifications and Experience (10 points)
- C. Processing Capabilities (10 points)
- D. Design Quality (10 points)
- E. Quality Assurance/Security (10 points)
- F. Cost Proposal (20 points)
- G. References (10 points)

The above ratings are on a scale of 1 to 10 (or 20) with 1 being the lowest score and 10 (or 20) being the highest score. The maximum points a firm can obtain is 80.

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

**CITY OF ORMOND BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
UTILITY BILLING SERVICES  
RFP NO. 2014-24**

**Risk Management and Insurance Requirements**

**A. Contractual Provisions Relative to Risk Management**

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

**1. Hold Harmless**

**(a) General**

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

**(b) Professional Services Contracts**

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

**2. Payment on Behalf of City**

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**3. Loss Control/Safety**

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

**B. Contractor's Insurance**

**1. General**

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

**2. Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

- \$100,000. Each Accident Bodily Injury by Accident
- \$100,000. Each Employee Bodily Injury by Disease
- \$500,000. Policy Limit Bodily Injury by Disease

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate *
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 & over	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate *

	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence / \$2 Million General Aggregate]	

\* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.



**C. Requirements for Certificates of Insurance**

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least sixty (60) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

**D. Policies of Insurance**

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated insurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach  
Request for Proposals (RFP)  
UTILITY BILLING SERVICES  
(RFP No. 2014-24)**

**RFP RESPONSE FORM**

**THIS RESPONSE IS SUBMITTED TO:**

Purchasing Coordinator  
City of Ormond Beach  
22 S. Beach Street  
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>July 9, 2014</u>	<u>No. 1</u>
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY Municipal Code Corp. NAME:  
VENDOR/CONTRACTOR \_\_\_\_\_ LICENSE \_\_\_\_\_ NUMBER:  
ADDRESS: 1700 Capital Circle SW  
Tallahassee FL 32310

PHONE NO.: 800-262-2633 FAX NO.: 850-575-8852

SUBMITTER'S NAME: Eric Grant  
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I,  hereby  
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

**PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.**

CITY OF ORMOND BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
UTILITY BILLING SERVICES  
RFP NO. 2014-24

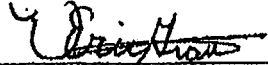
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT  
LITIGATION STATEMENT

- To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- The undersigned firm has had no litigation on any project in the last five (5) years.
- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

Municipal Code Corporation / MCCA

AUTHORIZED SIGNATURE



NAME (PRINT OR TYPE)

Eric Grant - President

TITLE

7/21/2014

DATE

CITY OF ORMOND BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
UTILITY BILLING SERVICES  
RFP NO. 2014-24

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Municipal Code Corporation  
Company Name  
[Signature]  
Authorized Signature  
Eric Grant  
Print Name  
President  
Title

**2014**

EXHIBIT "B"



**UTILITY BILLING SERVICES  
CITY OF ORMOND BEACH, FL**



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July 22, 2014

Chris Byle  
City of Ormond Beach  
22 South Beach Street  
Ormond Beach, FL 32174

**Letter of Introduction**

Dear Mr. Byle,

We are pleased to submit the following Utility Bill Printing and Mailing Proposal for your review.

**MCCa (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 currently service over 50 utility providers throughout the southeast. Through our Revalocity platform, the industry leading revenue management platform, we offer world-class bill presentments services. MCCa's experience will be leveraged appropriately to create a custom utility bill statement, designed to engage your customers and increase the velocity of your remittance process. Further, Revalocity allows for a host of other services your team could tap to improve customer communication and improve your billing process with built-in capabilities such as e-bill presentment, proactive notifications, electronic payment transactions, customer web portals and even pre-paid utility services.

We have included in our proposal our corporate qualifications and sample billing statements for your review. Please let me know if you have any questions, comments or concerns. MCCa sincerely wants to be a partner with the City of Ormond Beach and will provide your team with high quality, flexible service.

I look forward to your feedback and thank you in advance for your consideration.

Sincerely,

Sincerely,

A handwritten signature in black ink, appearing to read 'John A. Breed', is written over a dark, textured rectangular area.

John Breed  
MCCa

*a division of Municode*

## EXECUTIVE SUMMARY

MCCa, 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 8 years ago to serve the billing needs of municipalities and utilities. 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 when serving our Clients with flexible and industry leading solutions. MCCa currently mails about 650,000 monthly statements for over 55 clients.

Our top 3 customers by monthly statement volume are:

Talquin Electric (Quincy, FL) – 65,000

City of Miramar, FL – 55,000

City of Hendersonville, NC – 48,000

### 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 of 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 of Ormond Beach communication, utilizing a custom design strategy. We recognize that every utility 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 is software agnostic with regards to clients' billing systems; further we have specific experience working with your ERP solution developed by SunGard THE with clients such as Sarasota, FL, Avon Park, FL, Lake City, FL, Pompano Beach, FL, Port Arthur, TX and Lady Lake, FL. MCCa also partners with several high quality remittance partners to integrate effective remittance and lockbox solutions for our clients. We utilize a secure cloud base transfer server to transfer files from the client to our system, and provide training for all new clients. MCCa 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 8). We provide a monthly postage reconciliation report to allow our clients to proactively manage their postage accounts. The information includes, but is not limited to, mailing cycle dates, postage costs, starting and ending balances as well as a suggested postage fund replenishment amount. (The postage account process is further detailed on page 11).

MCCa is experienced at managing return envelope suppression accurately, thereby allowing our clients to effectively manage when and if a utility client receives a return remittance envelope. Our leading edge infrastructure allows us to tag clients who are ACH or APS and communicate the tag seamlessly to our printing presses and inserters to automatically suppress the remittance envelope when necessary. The automated system requires no human intervention.

## System and Software

**DocForm** – DocForm is a variable data processing program that generates PDFs, automated mail reports, emails and custom text reports.

**Satori** – software that is integrated into DocForm which provides CASS/PAVE compliant address correction and presorting capabilities. Also compares addresses against the NCOA database.

**Smartfile** – Smartfile is a data/file sharing service that offers top level end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users are able to 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. The standout feature for this service is the Auditing and Reporting. With this feature, users are able to keep track of all activity that occurs on your site in real-time with detailed and clearly laid out reports. This allows users to not only effectively manage the data, but also make informed decisions on how to improve efficiency.

## 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 of Ormond Beach 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:

<b>Business main location:</b>	1700 Capital Circle, SW Tallahassee, FL 32310 800-262-2633 or 850-576-3171
<b>Incorporation Date:</b>	March 1951
<b>Current Code Accounts Serviced:</b>	more than 3,400
<b>Divisions:</b>	MCCI – Document Management and Agenda Automation MCCa - Utility Billing and Statement Processing
<b>Project Contact Persons:</b>	John Breed, General Manager – MCCa Todd Gainey, Director of Customer Management

## Personnel/Offices

The entire corporate staff consists of approximately 160 employees, including 9 attorneys, 35 editors, a large IT staff 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**

### **MCCa Key Personnel Assigned to Project (Staffing)**

John C. Breed, General Manager, M.B.A., Finance, Florida State University. B.B.A., Management, University of Georgia. Key responsibilities include leading the MCCa team, pricing and contract management, product development and enterprise level client consultation. Experience: Twenty years of launching, leading and developing organizations with extensive experience in business strategy, finance, sales and marketing, print and manufacturing operations management as well as leading merger and acquisition activities.

Grady Campbell, Account Executive, M.B.A., Florida State University. B.S, Sociology, Florida State University. Key responsibilities include business development, client management and lead product and pricing development for MCCa. Experience: 6 years of outside sales experience in nonprofit and for profit industries.

Todd Gainey, Director of Customer Management and Inside Sales, has decades of experience in accounting, finance, purchasing and customer service with over 5 years of MCCa experience.

Shann Edmonds, Floor Supervisor, 23 years of experience with mailing, quality control, inserter operations, and proof reading.

Kevin Ash, Production Lead, 25 years in the electronic print industry, 8 years of statement fulfillment.

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.

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.

## REFERENCES

- ❖ *Sarasota, Florida – Michael Healy, Billing Manager (941) 321-6120*
- ❖ *Avon Park, Florida – Savitri Latchmansingh, Billing Lead (863) 452-4433*
- ❖ *Lake City, FL – Jason Dumas, Customer Service Manager (386) 719-5782*
- ❖ *Pompano Beach, FL – Kyle McPhail, Customer Service Manager (954) 786-4637*
- ❖ *Port Arthur, TX – Yvonne Banks, Senior Billing Clerk (409) 983-8230*

## **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 Ormond Beach**, hereinafter referred to as Client.

MCCa, a division of Municode, agrees to provide Client utility bill presentment services defined herein and at pricing contained in Schedule 1.0. The Client agrees that MCCa shall be its exclusive provider of these goods and services during the term of this agreement.

MCCa 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 City of Ormond Beach, Florida. It is expressly agreed that in the performance of the services required under this contract, MCCa, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

MCCa's parent company Municipal Code Corporation (Municode) is currently in a contractual relationship with the City of Ormond Beach to provide codification services.

**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, help the engage your customers and know what it takes to accomplish your billing goals. Statements are printed on 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. MCCa has full capabilities to handle both "spot" or "variable" color messaging on any and all utility bills. We use the latest digital press technology by Océ and Konica to process a client's cycle quickly and effectively highlighting any important message a city would like showcased. 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** - MCCa is the leader in insert design, production and management. Our infrastructure allows us to manage which cycles and customers receive a specific insert whether by account-type, geographical location, zip code, etc. The Client has the option of either providing the inserts or contracting with MCCa Creative Services to provide inserts. Inserts provided by the Client are required to meet MCCa's inserting equipment specifications. (MCCa specification sheet is available upon request.) At Client's request and MCCa's approval, MCCa may attempt to use inserts not meeting minimal specifications. However, additional costs may be assessed and/or mailings may be delayed. It is MCCa'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 a year. 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 MCCa, 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. MCCa 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. MCCa is "Optional Procedure - OP" certified with the USPS.

All customers are provided the MCCa 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 hour for phone communication.

**MCCa PROCESSING PROCEDURES** - After submitting your data files to our secure cloud-based transfer site, you will need to send an email to MCCa 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 MCCa are forwarded to all MCCa departments who are involved in your statement processing. Once your email is received by MCCa, you will receive an "auto response" from our email server confirming your email was received. Statements will be mailed the same day as billing data is received as long as data is received by 12:00pm. Bill processing is available on weekends and holidays and technical support is available 8:00am-5:00pm, Monday-Sunday.

**\*\*MCCa employs a dynamic processing workflow leveraging a uniquely qualified IT support staff that will program the City's processing workflow to "flag" all invoices which either have a credit or debit balance in excess of \$49,999.00. This "flag" will alert our customer support team to contact the city directly before printing and mailing the statement in question.\*\***

Some providers force their customers to logon to their system to check status of their statements. At MCCa, we proactively notify you and your staff as your statements move through the process. Shortly after you have uploaded your files and advised MCCa 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 Box.com transfer 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, MCCa 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 MCCa job ticket which provides statements billed of each bill type.

**Step 1** – Upload your data files.

**Step 2** – Send email to MCCa 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 MCCa 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 MCCa Job Ticket will be attached to this email.

**Step 7** – All data is then backed up for a period of not less than 1 year. 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.**

MCCa 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 our own *Revalocity* online payment site.

MCCa 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.

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

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

Client will provide MCCa with any additional forms or forms data to be inserted with the bills. MCCa agrees to receive a drop shipment of the inserts necessary to supply a one-month cycle of bills. Client will work with the MCCa 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 MCCa hereunder, Client agrees to pay MCCa 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. MCCa 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** – MCCa will require that the Client maintain a permanent postage deposit in connection with this agreement. Client shall deposit in advance with MCCa 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, MCCa 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, MCCa may suspend its performance under this agreement and hold customers statements/bills (at MCCa discretion) until the deposit is received. The outgoing statements/bills will leave MCCa 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. MCCa 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** – MCCa 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 MCCa's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by MCCa 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. MCCa 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, MCCa 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. MCCa is not liable for incidental or consequential damages, including revenue, even if MCCa has been advised of the possibility of such loss or damage.

**PERFORMANCE** – MCCa shall handle the laser printing and mailing of the Client's bills. Expected volumes are defined in schedule 1.0. MCCa will receive data for the billing from the Client on a daily basis. MCCa will receive data in a format mutually determined by both MCCa and the Client. Data compression is allowed as mutually agreed to by MCCa and Client. MCCa shall simplex (one side)

laser print the data on pre-printed forms as described in schedule 1.0. If required, MCCa 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.

#### **Emergency Backup**

MCCa 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**

MCCa 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.

## **CLIENT RESPONSIBILITY**

The Client agrees to:

- Transmit data files to MCCa's cloud-based data 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 MCCa
- Quality check statements via PDF's during processing
- Provide camera ready artwork for graphics.
- Pay MCCa for services billed (Net 30).
- Provide MCCa insert specifications to Client's insert vendors (if other than MCCa).
- Provide an explanation of billing record layout or mapping document to MCCa.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through MCCa). If done through MCCa, 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 MCCa. 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 through Revalocity

- *Electronic Payments*
- *Proactive Notifications*
- *Pre-Paid Utilities*
- *Website Portals*
- *Inserts and Promotional Material*
- *eBilling*
- *Go Green*
- *Address Cleanup through USPS using USPS NCOA*
- *Munivlew*

#### **Inserts and Promotional Material**

MCCa 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.



#### **Revalocity Services Including Online Credit Card Processing, Notifications, Pre-Paid Utilities and ePayment EBPP (Electronic Bill Presentment & Payment)**

MCCa offers a single, industry leading platform called Revalocity to all it's clients with the ability to provide their customers with the option of paying their billing statements online using a credit card or eCheck, setting up SMS, email or IVR notifications and even allows it customers to offer pre-paid Utilities all on one simple platform. Clients may also offer their customers the option of signing up for automatic payments through MCCa. The Revalocity payment portal is 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 MCCa for further details regarding online service options.

**eBilling**

MCCa 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. MCCa'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.

## **ADDITIONAL MUNICODE SERVICES**

MCCa is an independent business of the Municipal Code Corporation. Through Municode we can provide additional services/products under this contract. 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** - MCCa 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      Quotation Sheet For  
CITY OF ORMOND BEACH FLORIDA**

**Schedule 1.0 – Fees for Goods & Services**

Paper Bill <ul style="list-style-type: none"> <li>• Custom Municipal Statement Design</li> <li>• Data processing &amp; Duplex printing</li> <li>• Single 8½x11 document with 3½" perforated return, white, long-grain 24 lb. bond paper stock,</li> <li>• #10 windowed envelope, white w/security tint - 20 lb.</li> <li>• #9 return envelope</li> <li>• Folding, inserting and delivery to USPS (same business day)</li> <li>• CASS/PAVE certification of customer mailing list</li> <li>• Price does not include postage</li> <li>• Two color highlight (includes black print)</li> </ul> Monthly Volumes <ul style="list-style-type: none"> <li>20,000 – 35,000</li> <li>10,000 – 19,999</li> <li>5,000 – 9,999</li> </ul> <ul style="list-style-type: none"> <li>• Cost if #9 return envelope is excluded</li> </ul>	\$ .09 \$ .105 \$ .11  \$ .08	Per bill Per bill Per bill  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)	\$125	Per Hour
Optional: Additional Inserts - (Does not include printing or design of insert)	\$.005	Per Bill
Optional: Duplex printing of variable data on backs of bill statements (black print)	\$.005	Per Bill
Optional: E-Bills - Paperless emailing of statements to customers	\$.05	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)	\$.09	Each
Optional: MuniView – Secure online viewing of statements	\$.005	Per Record
Optional: MuniForwarding - NCOA forwarding of statements	\$.005	Per Bill

**Schedule 2.0 – Permanent Postage Deposit**

Permanent Postage Deposit – Based on Statement Volume
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**\* All statements are mailed at the lowest possible postage rate**

REVISED 8/20/2014 via email from Grady Campbell, Account Executive, MCCa
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# COST DATA      Quotation Sheet For CITY OF ORMOND BEACH FLORIDA

## Schedule 1.0 – Fees for Goods & Services

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<b>Optional: MuniBill PDF (includes processing &amp; creation) 3 months online</b>	N/C	Included
<b>Optional: Statement Optimal Design Review &amp; Consulting</b>	N/C	Included
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Permanent Postage Deposit – Based on Statement Volume

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REVISED 8/20/2014  
 via email from  
 Grady Campbell,  
 Account Executive, MCCA