Loudoun County, Virginia

REQUEST FOR PROPOSAL

PRINTING, MAILING, AND ENVELOPE SERVICES FOR THE TREASURER'S OFFICE

ACCEPTANCE DATE:	Prior to 4:00 p.m., September 24, 2024 "Atomic Time"
RFP NUMBER:	RFQ 662835
ACCEPTANCE PLACE:	Department of Finance and Procurement Division of Procurement 1 Harrison Street, SE, 1st Floor Drop Box labeled "**Procurement Bids and Proposals** Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

Diane C. Smith, NIGP-CPP/CPPB
Assistant Purchasing Agent
(571) 258-3190
(703) 771-5097 (Fax)
E-mail address: Diane.Smith@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: August 26, 2024

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL

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Prepared By: /s/ Diane C. Smith, NIGP-CPP/CPPB Date: August 26, 2024
Assistant Purchasing Agent

PRINTING, MAILING, AND ENVELOPE SERVICES FOR THE TREASURER'S OFFICE

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of a qualified Contractor to provide printing, mailing, and envelope services for the County of Loudoun, Virginia (County), Treasurer's Office (Treasurer).

The quantities stated in Section 5.0 depict the County's estimated annual requirements. These quantities may be ordered at one time or as needed by the Treasurer.

Contractor must comply with the work schedules that are provided in Section 5.0. Failure to comply with the work schedule will make the successful Contractor liable for liquidated damages as stated under Sections 6.4 and 6.5.

The County will award these services to one (1) contractor. The resultant contract shall be for a four (4) year period with up to two (2) additional two (2) year renewal options for a possible eight (8) year contract.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the Contractor's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The Treasurer requires printing, mailing, and envelope services several times during the year to support the collection of taxes. Under the County's current contract for printing and mailing services for the Treasurer, the contractor prints, separates, folds, inserts into envelopes, and delivers the Treasurer's bills and forms to the U.S. Post Office. The envelopes for the Treasurer are currently printed by a separate contractor and are delivered to the printing and mailing service contractor for the completion of the mailings. The County is seeking one Contractor for the continuation of these services in support of the County's Treasurer's Office.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All Offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for the proposal to be deemed non-responsible and rejected.*

The following criteria shall be met in order to be eligible for this Contract:

4.1 Contractors shall provide proof of experience in providing the printing, mailing, and envelope services to organizations with a similar size and scope to that of the County government, for a minimum of five (5) years.

4.2 Contractors shall include with their proposal a list of all comparable contracts, to include the number of years in use. The list shall include company name, company contact, address and telephone number, description of work performed including volume, and the total annual value of the contract.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and specifically address whether the Contractor is capable of providing the services set forth in this Section.

5.1 Printing and Mailing Services

A. The Contractor must have the capability to handle regular mail and first-class mail.

B. The Contractor shall articulate their capabilities and limitations associated with small quantity reprints (measured in dozens, or hundreds of units) as well as their ability to respond to special printing and mailing, large quantity prints (measured in hundreds of thousands), and bulk-mail-only requests.

C. The Contractor must have the ability to process data (names/addresses) for populating the fields on the mailings sent by Treasurer through a file process, and the bills/documents are created by print mapping layout/extract file.

D. The Contractor must articulate their ability to provide a proof of concept for the processing of these printings and mailings. The bills are transmitted via electronic data file or Portable Document Format (PDF). The Contractor will provide proof and scan line testing before the bills are printed and mailed.

E. The Contractor shall perform periodic production quality review of all printed materials to ensure quality and accuracy; correct/restart as necessary.

F. The Contractor shall use the U.S. Postal Service standard delivery for delivery of all bills/documents apart from the Personal and Real Estate tax bills that need to be mailed as first class. All other exceptions must be approved by the Treasurer.

G. Contractor shall submit any requested reporting by the County to support the items in subsection 5.2 and 5.3.

5.2 Contractor Requirements for Mailing and Printing Services

The Contractor shall:

A. Receive and format the multiple mailing templates.

B. Create the necessary labels with recipient addresses, if requested.

C. Create 1D or 2D barcodes (provided in the extract) on the letter envelope for return mail. Use full-service U. S. Postal Service Intelligent Mail Barcode (IMB) process.

D. Receive the file and sort the data according to criteria provided by Treasurer.

E. Receive mailings in PDF or electronic file, convert file, pre-sort, laser print. Treasurer will provide electronic data in .csv format.

F. Prepare the bills/documents with print mapping layout/extract file.

G. Provide proofs and scan line testing of the mailings to the Treasurer's Office for approval.

H. Pick up and mail documents and envelopes on the exact dates as shown on the schedule, unless alternative arrangements have been agreed to in advance by the Treasurer.

I. Provide PDF bill/documents to county for requested accounts.

J. Print documents in color.

5.3 Contractor Responsibilities for Mailing and Printing Services

The Contractor shall:

A. Allow monitoring and periodic on-site quality review of the enclosure inserting process monitoring by the Treasurer representative during the production run at the Treasurer's discretion.

B. Mail items using the County's bulk mailing permit at the Leesburg Post Office unless an alternative method of postage or post office/mailing facility, which may be more cost effective, has been pre-approved by the Treasurer. Some envelopes may require the postal indicia to be sprayed onto the envelope. Contractor shall charge a flat cost per thousand for spraying.

C. Be responsible for the funds provided by the County for the respective mailings. These monies are to be held in a separate escrow account for the Office of the Treasurer by the Contractor, and are to be used solely for postage on the mailings for that office. The Contractor shall apply this money to the County's bulk mailing permit for each mailing dropped off at the Leesburg Post Office (or a Post Office approved by the Treasurer) and deduct the postage from the escrow account.

D. Drop the mailing off at the Leesburg Post Office (or a Post Office approved by the Treasurer). Contractor shall provide reconciling documentation to the Treasurer including copies of receipts from the Leesburg Post Office (or a Post Office approved by the Treasurer) that specify the number of pieces, class of mail, postage on each, total postage paid, fee paid, and escrow balance remaining, within three (3) business days from that mailing.

E. Be required to hold any overpayments for postage expenses in escrow by the Contractor for subsequent mailings. The County shall reserve the right to request any postage overages or remaining postage funds to be returned to the County within ten (10) business days of the County's request. If the amount provided by the County is not sufficient to cover the costs of any mailing, the Contractor shall continue the mailing and shall bill the Treasurer within ten (10) business days for the additional costs.

F. Deliver inserts to the printing facility or printing inserts as requested.

G. Notify the County immediately regarding any <u>potential</u> and actual delays in any mailing. Section 6.5 <u>Liquidated Damages for Contractor Delay</u> may be enforced if the delay is caused by the Contractor. Any delays caused by the Contractor's scheduled office closures, including holidays, will be the fault of the Contractor

H. Store all inventory of the Treasurer for completion of the mailings described herein. The Contractor shall pick up inventory located at an agreed upon location with the Treasurer or such other location where Treasurer forms, inserts, and envelopes may be stored. Some envelopes, forms, and inserts may be delivered by the envelope printing services provider or County directly to the Contractor for their use in completing the mailings described herein. The Contractor will be responsible for sorting through boxes to ensure the proper envelopes are used for each mailing and providing confirmation to the Treasurer of the delivery being received and quantity.

I. Provide the Treasurer the following for each mailing:

1. PDF Proofs via email
2. Samples of contents of each mailing via email prior to mailing
3. Quantity of Forms printed
4. Quantity run through folding machines
5. Quantity run through stuffing machines
6. Quantity run through postage machines (if Contractor's postage meter is used)
7. Quantity delivered to the U.S. Post Office
8. Spoilage rate per each mailing

The USPS Drop Shipment Form must be received by the Treasurer's staff within one (1) business day after each mailing has concluded.

J. Submit an invoice to the Treasurer for services rendered for mailings within ten (10) business days of the date the mailing is delivered to the U.S. Post Office.

K. Forward all correspondence, including invoices, related to specified mailings to the following address and addressees:

Loudoun County Treasurer's Office

Attention: Steven Newhall
steven.newhall@loudoun.gov

Attention: Gwen Ridgeway-Bates
gwen.ridgewaybates@loudoun.gov

Attention: Ian Roberts
ian.roberts@loudoun.gov

P.O. Box 347
Leesburg, VA 20178-0347

L. Provide a PDF scan of any damaged forms to the Treasurer as soon as possible, but no later than 24 hours prior to the date the items are scheduled to be delivered to the U.S. Post Office.

M. Contact the County after each mailing is complete but prior to delivery to the U.S. Post Office so that the County has the opportunity to review all mailings.

N. Deliver all items to be included in each respective mailing, as outlined in Sections 5.0, to the U.S. Post Office on the date specified to ensure that all items begin the mailing process at the same time. Items shall not be mailed prior to this date unless pre-approved by the Treasurer's staff.

5.4 Printing and Mailing Quantities and Schedule

See Table 1 on the following page.

AMOUNTS ARE ESTIMATES ONLY

TABLE 1

BILL TYPE	BILL DUE DATE	ESTIMATED COUNTS	BILL EXTRACT TO VENDOR	START DATE TO POST OFFICE	LAST DATE TO POST OFFICE	ADDITIONAL DOCUMENTS TO BE MAILED WITH BILL
PERSONAL PROPERTY	FEBRRUARY 5	50,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	TBD
REAL ESTATE	FEBRRUARY 5	5,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	TBD
PERSONAL PROPERTY	APRIL 5	11,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	LETTER
PERSONAL PROPERTY	MAY 5	230,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	TBD
REAL ESTATE	JUNE 5	150,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	TBD
PERSONAL PROPERTY	JULY 5	75,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	TBD
REAL ESTATE	AUGUST 5	5,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	TBD
PERSONAL PROPERTY	OCOTBER 5	230,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	TBD
PERSONAL PROPERTY	DECEMBER 5	60,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	TBD
REAL ESTATE	DECEMBER 5	150,000	50-40 CALENDAR DAYS PRIOR TO BILL DUE DATE	33 CALENDAR DAYS PRIOR TO BILL DUE DATE	30 CALENDAR DAYS PRIOR TO BILL DUE DATE	INSERT

Some of the bills may require an additional page(s) to be printed.

5.5 Envelope Services

A. The Contractor shall be capable of printing and delivering envelopes pursuant to the quantities and specifications provided in Table 2 below.

B. The Contractor shall be responsible for the set-up of the envelopes for camera ready and non-camera-ready envelopes. The County will provide camera ready artwork necessary to the contractor.

C. Proofs shall be provided to the Treasurer Office at no cost to the County.

D. Delivery shall be provided at no additional cost to the County. The Contractor shall be able to deliver the printed envelopes within five (5) to seven (7) calendar days after receipt of order for all camera-ready materials and seven (7) to ten (10) calendar days for all non-camera-ready materials. If a delay in delivery occurs, Contract shall be liable for damages as provided in Section 6.5.

E. The Contractor shall be able to deliver most envelopes as outlined to the below locations, on the date specified to ensure that all items begin the mailing process at the same time. Items shall not be mailed prior to this date unless pre-approved by the Treasurer's staff to the County's mailing Contractor's physical location:

Contractor's Address

TBD

Additionally, the Contractor shall be able to deliver to the County's two (2) Treasurer's Office locations as necessary at no cost to the County:

1 Harrison Street, S.E.,
Treasurer's Office, 1st Floor
Leesburg, VA 20175

46000 Center Oak Plaza
Treasurer's Office, 1st Floor
Sterling, VA 20166

F. If a shortage occurs, the Contractor shall fulfill the remainder of the order and delivery within twenty-four (24) hours of notification of shortage at no additional charge. If any overages occur, the contractor shall not bill the county for more than the actual quantity ordered.

G. The Contractor shall submit an invoice to the Treasurer for services rendered for envelopes within ten (10) business days of the date the envelopes are delivered to the agreed upon locations.

5.6 Envelope Services Quantities and Specifications

AMOUNTS ARE ESTIMATES ONLY

TABLE 2

Item	QTY	Description
1.	950,000	Window Envelopes
		#10, standard, 4 1/8" x 9 1/2", with clear plastic window size 1 1/8" 4 ½", positioned 7/8" from left and 1/2" from bottom, 24#, white wove, w/ County Seal, return address, with "Return Service Requested" in top left corner, black ink, 1-sided, with postal indicia, per attached sample, as follows: Printed with endorsement line: **Important Tax Information Enclosed**
2.	35,000	Window Envelope
      a. b.		#10, standard, 4 1/8" x 9 1/2", with clear plastic window size 1 1/8" x 4 ½", positioned 7/8" from left and 1/2" from bottom, 24#, white wove, with County Seal, return address (see below), with "Return Service Requested" in top left corner, black ink, 1-sided, without postal indicia and endorsement line, per attached sample, as follows: <TREASURER'S NAME> (25,000 quantity) Treasurer of Loudoun County P.O. Box 347 Leesburg, VA 20177 <TREASURER'S NAME> (10,000 quantity) Treasurer of Loudoun County Fines and Court Cost Recovery Division P.O. Box 347, Leesburg, VA 20177
3.	965,000	Return Envelopes
		#9, standard, 24# white wove, black ink, 1-sided, with "Postage Required" stamp on upper right corner, and postnet barcode on the lower right corner, per attached sample, as follows: P.O. Box 1000 (Lockbox) Return Address (950,000 quantity) P.O. Box 347 Return Address (15,000 quantity)

If the County elects to have the Contractor print any and all documents, the County will submit an electronic file to the Contractor for the printing of those documents. **The County reserves the right to revise the schedule**.

5.7 Samples

Samples of the bills and envelopes requiring the printing, mailing and envelope services are provided at Attachment 2.

5.8 Kickoff Meeting

Contractor shall participate in a hosted by the County upon award of the Contract.

6.0 TERMS AND CONDITIONS

The Agreement for Service ("Agreement") with the successful Contractor will contain the following Terms and Conditions. Contractors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Contractor takes exception to or seeks to amend or replace as well as to provide Contractor's additional or alternate Agreement terms may result in rejection of the proposal. **While the County may accept additional or different language if so, provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of the Treasurer's Office or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of the Treasurer's Office or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The Agreement shall cover the period from January 1, 2025, through December 31, 2028, or an equivalent period depending on the date of the Agreement award. This Agreement may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to two (2) additional two (2) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term. The administrative fee shall remain fixed for the entire length of the Contract.

6.3 Quantities

The quantities specified in this Agreement are estimates only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Agreement period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Agreement, or relieve the Contractor of its obligation to fill all orders placed by the County.

The County shall be able to place multiple orders of multiple item quantities, throughout the contract period.

6.4 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of the status of Contractor's performance under the Agreement. If a delay in performance is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to perform its contractual obligations within the time period specified in the Agreement, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to cure its deficient performance as required by the County, the County may terminate this Agreement as set forth in Section 6.26.

. 6.5 Liquidated Damages for Contractor Delay

If a delay occurs, and the Contractor is responsible for that delay, the damages to the County would be difficult or impossible to determine and therefore the Contractor shall be liable for damages as follows:

$500 per day for each calendar day beyond the scheduled date.

The amount of liquidated damages provided in this Contract is neither a penalty nor a forfeiture.

This provision for liquidated damages does not bar the County's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable.

6.6 Damages for Errors

The Contractor shall be liable for all its errors which result in additional expenses, including staff time and materials, to the County. The County will provide a list of costs to be reimbursed, which shall be deducted from the final invoice.

6.7 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's Business, Professional, and Occupational Licensing (BPOL) Tax Ordinance throughout the entire term of the Agreement including any renewals.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of the Commissioner of Revenue, telephone (703) 777-0260.

6.8 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Agreement or Agreement renewal.

6.9 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all sub-contractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	$100,000

2. General Liability:

Per Occurrence:	$1,000,000
Personal/Advertising Injury:	$1,000,000
General Aggregate:	$2,000,000
Products/Completed Operations: aggregate	$2,000,000
Fire Damage Legal Liability:	$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit:	$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Agreement, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Contractor agrees to provide insurance issued by Companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

   b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

   b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

   c. Any certificates provided shall indicate the Contract name and number.

6. The County, its officers and employees shall be Endorsed to the Contractor’s Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

I. Contractor and its employees who handle or are responsible for the collection of County funds shall be covered by a fidelity insurance policy naming the County as a loss payee, in an amount not less than $100,000.

6.10 <u>Hold Harmless Clause</u>

The Contractor shall indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, “County” and “Contractor” includes their employees, officials, agents, and representatives. “Contractor” also includes subcontractors and suppliers to the Contractor. The word “defend” means to provide legal counsel for the County or to reimburse the County for its attorneys’ fees and costs related to the claim. This section shall survive the Agreement. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.11 <u>Safety</u>

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.

6.12 <u>Permits</u>

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

6.13 <u>Notice of Required Disability Legislation Compliance</u> *

The County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with

Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.14 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 *et seq.*), the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.15 Employment Discrimination by Contractors Prohibited *

Every Agreement of over $10,000 shall include the following provisions:

A. During the performance of this Agreement, the Contractor agrees as f follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.16 Drug-free Workplace *

Every Agreement over $10,000 shall include the following provisions:

During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Agreement awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

6.17 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.18 Immigration Reform and Control Act of 1986 *

By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.19 Substitutions

NO substitutions or cancellations are permitted after Agreement award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.20 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

6.21 Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.22 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

6.23 Invoicing and Payment

Upon delivery and acceptance of the equipment and/or service, the Contractor shall submit an invoice detailing the appropriate charges.

Any invoice for final payment under the Agreement must be submitted within thirty (30) days after completion or delivery.

Invoices shall be submitted to:

County of Loudoun, Virginia
Treasurer's Office
1 Harrison Street, S.E.
P.O. Box 7000
Leesburg, VA 20177

OR via email:

Attention: Steven Newhall
steven.newhall@loudoun.gov

Attention: Gwen Ridgeway-Bates
gwen.ridgewaybates@loudoun.gov

Attention: Ian Roberts
ian.roberts@loudoun.gov

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any invoice items are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers; and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.24 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Agreement, the Contractor shall either:

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.25 Assignment*

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.26 Termination

Subject to the provisions below, this Agreement may be terminated by the County as follows.

A. Termination for Convenience

The County may terminate this Agreement, in whole or in part, at any time without cause upon giving the Contractor a thirty (30) day advance written notice of such termination. Following the notice, the Contractor shall prepare for the termination by mitigating any losses it may incur to the extent practicable. Upon expiration of the thirty (30) days and unless otherwise agreed by the parties in writing, the Contractor shall immediately cease its performance of the Agreement and take such steps as County may require to assign to the County the Contractor's interest in all warranties, subcontracts, and purchase orders designated by County. After such steps have been taken by the Contractor to the satisfaction of the County, the Contractor shall receive the amounts due for all work performed and accepted by the County pursuant to the Agreement through the date of termination. In addition, the parties may negotiate reasonable termination costs actually incurred by the Contractor as a direct result of the termination.

B. Termination for Cause

In the event Contractor fails to perform one or more of its obligations pursuant to the requirements of this Agreement, is adjudged bankrupt, or fails to comply with any law, regulation, or ordinance applicable to Contractor's performance, the County may terminate this Agreement for cause. However, prior to terminating for cause, the County shall provide Contractor an opportunity to cure its performance by providing a written notice to cure. In the event, Contractor fails to cure its performance within the time period provided in the cure notice, the Contractor shall be notified that the Contract is terminated effective immediately. The Contractor shall reimburse the County for all damages incurred by the County as a result of Contractor's failure to perform pursuant to the terms of the Agreement including, but not limited to, County's purchase of items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. In the event that there is a balance the County owes to the Contractor from under the Agreement or from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment. The Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

6.27 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of its intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. Contractor's failure to provide timely notice of a claim will be deemed a waiver of that claim.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.28 Severability*

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.29 Governing Law/Forum*

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or if jurisdiction exists, in the United States District Court for the Eastern District of Virginia in Alexandria. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.30 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

Option (a) and (b):
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175
Attn: Diane C. Smith

Option (c):
County of Loudoun, Virginia
Division of Procurement
P.O. Box 7000
Leesburg, VA 20177
Attn: Diane C. Smith

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.31 Licensure

To the extent required by the Commonwealth of Virginia (*see e.g.* 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Agreement.

6.32 Authority to Transact Business in Virginia*

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by

Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into an Agreement with the County pursuant to the Virginia Public Procurement Act, Sections 2.2-4300 *et seq*. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The County may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.33 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in termination of the Agreement.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

6.34 Background Checks

The Contractor may require background checks on personnel who will be assigned to perform services in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

6.35 Counterparts

This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.36 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of Force Majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

6.37 Changes to Scope of Services

The County reserves the right to makes any additions or changes to the scope of services and will provide Contractor written notification of such changes.

6.38 Survival Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, and Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.39 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful Contractor.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below.

7.1 Ability to meet/exceed the requirements contained herein **(35 pts)**

7.2 Experience in providing similar printing, mailing and envelope services (**40 pts)**

7.3. Cost of Services . **(25 pts)**

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top-ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offeror selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Contractors are to make written proposals that present the Contractor's qualifications and understanding of the work to be performed. Contractors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may cause for the proposal to be considered non-responsible and/or outright rejected.

8.1. Ability to meet/exceed the requirements contained herein

A. Describe how your firm will meet or exceed the Scope of Services outlined in Section 5.0.

B. Describe the facility and machines/technology available to your firm to successfully provide printing, mailing and/or envelope services.

C. Based on the estimated quantities listed herein to be printed and mailed, describe in detail the most cost effective and efficient way to mail the items (e.g., use of the County's or Contractor's bulk rate postage permit, use of co-mingling/presorting services, use of barcodes, etc.).

D. Explain how your firm is able to handle printing multiple variations to a bill/form for a particular mailing.

E. Explain how your firm has addressed its error rate.

F. Provide contact information for the individual responsible for ensuring that the requirements outlined in this contract are met, if awarded.

G. Describe turnaround time(s).

8.2. Experience in providing similar printing, mailing and envelope services

A. Provide at least three (3) references for whom similar printing, mailing and/or envelope services have been performed. For the purpose of this RFP, "similar printing, mailing and/or envelope services" shall be defined as individually addressed items to be mailed rather than occupant-type mailings. Please provide:

1. Name and contact information,

2. Average size and frequency of printing, mailing, and/or envelope services performed, and

3. Length of time your firm has been providing service to each customer referenced.

Failure to include references shall be cause for rejection of proposal as non-responsible. Contractor hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

B. Provide a brief history of your firm including location and length of time in each location. How long has your firm been providing similar printing and/or mailing services?

C. Provide the location of the facility where the services to fulfill the contract will be performed. If any portion of the services will be subcontracted, please provide a description of the subcontracted service(s), and where it would be performed.

D. Provide your firm's standard error rate for similar printing, mailing and/or envelope services. Provide industry average error rate(s) for similar mailings. Explain any discrepancies.

E. Provide a description of your firm's quality control processes.

F. Detail your firm's experience with handling requests from a client for an unscheduled mailing and changes to items printed by your firm. How much lead time do you require?

8.3. Cost of Services

A. Offeror must provide **one** of the following pricing options:

1. Printing and Mailing Services including Envelope Service

2. Printing and Mailing Services Only

3. Envelope Services Only

B. Include a rate per thousand for any additional and/or miscellaneous services beyond those contained herein. (e.g. inserts)

C. All offerors must complete and include with its proposal submission the Pricing Sheet at Attachment 3.

8.4 Compliance with Contract Terms and Conditions

Specifically list any deviations to the Terms and Conditions listed in Section 6.0 and provide justification.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a Contractor of the Contractual obligations.

B. Pricing must be submitted on the Attachment 3 Pricing Table. Include other information, as requested or required.

C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.

D. All proposals shall be signed in ink by the individual or authorized principals of the firm.

E. All attachments to the RFP requiring execution by the Contractor are to be returned with the proposal.

F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local atomic time on the date on the cover of this RFP. A clock is located in the Division of Procurement and can also be verified by visiting www.time.gov. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest.

Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

G. Proposals must be submitted via one of the following options:

US Mail to:
County of Loudoun, Virginia
Attn: Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000;

or

Hand delivered to:

County of Loudoun, Virginia
Attn: Division of Procurement
1 Harrison Street, S.E., 1st Floor,
Drop Box: Procurement Bids and Proposals
Leesburg, Virginia 20175.

or

Private carrier (UPS/FedEx) to:

Loudoun County Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time.

Due to restrictions surrounding security, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M.

NOTE: Proposals delivered in person or via private carrier services will not be able to obtain a signature. Requiring a

signature may result in your proposal being returned by UPS/FedEx. Please do not require a signature to avoid delays or rejection of the package.

Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in the proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

H. Each offeror shall submit one (1) original and *one (1) electronic copy (in PDF format) on a USB flash drive* to the County's Division of Procurement as described herein.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all Contractors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the Contractor. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that *all questions are received by noon on September 6, 2024.* It is the responsibility of all Contractors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

9.5 Quotations to be Freight on Board (F.O.B.) Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. Collect on Delivery (COD) deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

9.6 Proprietary Information

Trade secrets or proprietary information submitted by an Contractor in connection with this solicitation shall not be subject to disclosure under the

Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the Contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Contractor's information.** Contractors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.7 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of Contractor. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.8 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the Contractor at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the Contractor in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.9 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The Contractor shall indicate the necessary telephones, office space and materials the Contractor requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.10 Subcontractors

Contractors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful Contractor’s selection of subcontractors for good cause. If a subcontractor is rejected the Contractor may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County’s approval.

9.11 References

All Contractors shall include with their proposals, a list of at least three (3) current references for whom they provide printing and mailing services and/or envelope services with a similar size and scope to that of the County government. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Contractor hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.12 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If Contractor makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Contractors must certify that item(s) offered meet and/or exceed specifications.

9.13 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to Contractor, if requested, at Contractor's expense. Each sample must be marked with Contractor's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

9.14 Late Proposals

LATE proposals will be returned to Contractor UNOPENED, if RFP number, acceptance date and Contractor's return address is shown on the container.

9.15 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.16 Prohibition as Subcontractors

No Contractor who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.17 Miscellaneous Requirements

A. The County will not be responsible for any expenses incurred by an Contractor in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Contractor's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Contractors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful Contractor and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Contractor will be expected to sign a contract with the County.

D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Contractors whose proposals are not accepted will be notified in writing.

9.18 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov).

9.19 Protest

Contractors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

9.20 Debarment

By submitting a proposal, the Contractor is certifying that Contractor is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

9.21 Proof of Authority to Transact Business in Virginia

A Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Contractor is not required to be so authorized. Any Contractor described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov/default.aspx.

9.22 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.23 W-9 Form Required

Each Contractor shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

9.24 Insurance Coverage

Contractors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the Contractor carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County. Additionally, Contractor shall certify at Attachment 4 that it will obtain a fidelity insurance policy upon notice of contract award.

Loudoun County, Virginia

Division of Procurement
P.O. Box 7000
Leesburg, Virginia 20177

10.0 PRINTING, MAILING, AND ENVELOPE SERVICES FOR THE TREASURER'S OFFICE

PROPOSAL SUBMISSION FORMS

THE FIRM OF:____

Address:____

____

FEIN______________________________

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 662835 for the price as stated in the price proposal.

A. Return the following with your proposal. If Contractor fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	______
2. Certificate of Insurance:	______
4. Addenda, if any (Informality):	______

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsible and/or outright rejected. It is the responsibility of the Contractor to ensure that it has received all addenda and to include signed copies with their proposal.

ITEM:	INCLUDED: (X)
1. Addenda, if any:	______
2. Payment Terms:	______ net 30 or ___Other
3. Proof of Authority to Transact Business in Virginia Form (9.21)	______
4. Minimum Qualification Documentation (4.0):	______

5. References (9.11): ______
6. Proposal Response Information (8.0) ______
7. Attachment 3; Pricing Table (9.1.B) ______
8. Attachment 4; Fidelity Insurance Certification (9.24) ______

Person to contact regarding this proposal:____

Title:_________________________Phone:_________________Fax:___________________

E-mail:____

Name of person authorized to bind the Firm (9.7):________________________________

Signature:____Date:_____________

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***
The Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number: ____________________

  -OR-
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)

  -OR-
- ☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (The County reserves the right to determine in its sole discretion whether to allow such waiver): ☐

____
Legal Name of Company (as listed on W-9

____
Legal Name of Offeror

____
Date

____
Authorized Signature

____
Print or Type Name and Title

<u>References for:</u> RFP #RFQ 662835

Offerors shall provide references on this form.

1. Firm Name ______________________________

   Contact ______________________________

   Title ______________E-mail ______________

   Mailing Address______________________________

   Phone ______________Fax ______________

   Lenth of Time: ______________ Time Period: ______________

   Type of Services Provided: ______________________________

2. Firm Name ______________________________

   Contact ______________________________

   Title ______________E-mail ______________

   Mailing Address______________________________

   Phone ______________Fax ______________

   Lenth of Time: ______________ Time Period: ______________

   Type of Services Provided: ______________________________

3. Firm Name ______________________________

   Contact ______________________________

   Title ______________E-mail ______________

   Mailing Address______________________________

   Phone ______________Fax ______________

   Lenth of Time: ______________Time Period: ______________

   Type of Services Provided: ______________________________

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?
RFQ 662835
Please take the time to mark the appropriate line and return with your proposal.

☐ Associated Builders & contractors	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
☐ Email notification from Loudoun County	☐ The Plan Room
☐ Dodge Reports	☐ Reed Construction Data
☐	☐ Tempos Del Mundo
☐ India This Week	☐ Valley Construction News
☐ LS Caldwell & Associates	☐ Virginia Business Opportunities
☐ Loudoun Co Small Business Development Center	☐ VA Dept. of Minority Business Enterprises
☐ Loudoun Co Chamber of Commerce	☐ RAPID

☐Other____

SERVICE RESPONSE CARD

RFQ 662835 Date of Service:_________________

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?
Excellent ☐ Good ☐ Average☐ Fair ☐ Poor ☐
Did you have contact with Procurement staff? ☐
How would you rate the manner in which you were treated by the Procurement staff?
Excellent ☐ Good☐Average☐ Fair ☐ Poor ☐
How would you rate the overall response to your request?
Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:____

____

____

Thank you for your response!
We can better assess our service to *you* through feedback from *you*.

Your Name: ____

Address:____

Phone:____________________(day) __________________________________ evening

Please return completed form to: Procurement •
PO Box 7000 • Leesburg, VA 20177

Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;

2.2. To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;

2.3. Contract obligations rest solely with the participating entities only;

2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives

Attachment 1

Personal Property Data Export
Real Estate Data Export
Envelopes

Attachment 2

Backing used for Personal Property and Real Estate Bills

Attachment 3

PRICING TABLE

In accordance with Section 5.4.

Printing Services	***PRICE***
Price per thousand Forms (Personal Property):	
Page 1	$
Additional Pages	$
Price per thousand Forms (Real Estate):	
Page 1	$
Additional Page	$
Electronic Bill (PDF Copy) Fee	$
Paper type being used (ex: virgin/recycle) - state the type: ______________________	
Mailing Services	
Price per thousand forms for mailing service (Personal Property)	$
Price per thousand forms for mailing service (Real Estate)	$
Data Placement on the Form:	
Data Placement on Tax Forms	$
Additional Services:	
Folded Insert	$
Insert (buck slip)	$
Printing of Insert (buckslip) - color, one side	$
Printing of Insert (buck slip) - color, both sides	$
Printing of Insert (buck skip) - black and white, one side	$
Printing of Insert (buck slip) - black and white both sides	$
Spray Indicia	$
Reprinting of forms	$
Flat(s)	$
Postage:	
	$

Quantities are estimates only and will be ordered in various amounts on an as needed basis.

Envelope Services In accordance with Section 5.6		
Quantity and Description	**Virgin**	**Recycled**
Quantity - 950,000: #10 Window Envelopes w/postal indicia **Price Per Thousand**	$	$
Quantity - 25,000: #10 Window Envelopes, w/out postal indicia **Price Per Thousand**	$	$
Quantity - 10,000: #10 Window Envelopes, w/postal indicia **Price Per Thousand**	$	$
Quantity - 950,000: #9 Return Envelopes **Price Per Thousand**	$	$
Quantity - 15,000: #9 Return Envelopes **Price Per Thousand**	$	$

Attachment 4

Fidelity Insurance Certification

ATTACHMENT 4

Loudoun County, Virginia

Division of Procurement
P.O. Box 7000
Leesburg, Virginia 20177

Fidelity Insurance Certification

Contract award is contingent upon receipt of a Fidelity Insurance policy. By signing below, your firm hereby certifies that upon notice of contract award, it shall provide a Fidelity Insurance Policy in accordance with Subsection 6.9.I. of the RFP.

Name of person authorized to bind the Firm:_____________________________

Title:____

Signature:_______________________________________Date:____________

Loudoun County
VIRGINIA

Department of Finance and Procurement
1 Harrison Street SE
PO Box 7000
Leesburg, VA 20177-7000
703-777-0403 O | procurement@loudoun.gov
loudoun.gov/procurement

September 25, 2024

NOTICE TO OFFERORS

ADDENDUM NO. 3

RFQ 662835

The following changes and/or additions shall be made to the original for the Request for Proposal for Printing, Mailing, and Envelope Services for the Treasurer, RFQ 662835. Please acknowledge receipt of this Addendum by signing and returning <u>with your proposal</u>.

1. Attachment 3 Pricing Table of the RFP is deleted in its entirety and replaced with the attached and incorporated Update Pricing Table.
2. Attachment 5 NCOA is attached and incorporated into the RFP.

Prepared By: <u>Diane C. Smith</u>____________________ Date: <u>September 25, 2024</u>______

Acknowledged By:______________________________ Date: ________________________

ATTACHMENT #3

PRICING TABLE – UPDATED

Attachment 3

PRICING TABLE

In accordance with Section 5.4.

Printing Services	*PRICE*
Price per thousand Forms (Personal Property):	
Page 1	$
Additional Pages	$
Price per thousand Forms (Real Estate):	
Page 1	$
Additional Page	$
Electronic Bill (PDF Copy) Fee	$
Paper type being used (ex: virgin/recycle) - state the type: ______________________	
Mailing Services	
Price per thousand forms for mailing service (Personal Property)	$
Price per thousand forms for mailing service (Real Estate)	$
Data Placement on the Form:	
Data Placement on Tax Forms	$
Additional Services:	
Folded Insert	$
Insert (buck slip)	$
Printing of Insert (buck slip) - color, one side	$
Printing of Insert (buck slip) - color, both sides	$
Printing of Insert (buck skip) - black and white, one side	$
Printing of Insert (buck slip) - black and white both sides	$
Spray Indicia	$
Reprinting of forms	$
Flat(s)	$
NCOA File (Up to 12 requests/annually)	$
Postage:	
	$

Quantities are estimates only and will be ordered in various amounts on an as needed basis.

Envelope Services **In accordance with Section 5.6**		
Quantity and Description	**Virgin**	**Recycled**
Quantity - 950,000: #10 Window Envelopes w/postal indicia **Price Per Thousand**	$	$
Quantity - 25,000: #10 Window Envelopes, w/out postal indicia **Price Per Thousand**	$	$
Quantity - 10,000: #10 Window Envelopes, w/postal indicia **Price Per Thousand**	$	$
Quantity - 950,000: #9 Return Envelopes **Price Per Thousand**	$	$
Quantity - 15,000: #9 Return Envelopes **Price Per Thousand**	$	$

ATTACHMENT #5

Attachment 5

NCOA on Demand

1 County File Layout

The layout below is for the Loudoun County data file that the County will provide to the 3rd party for the purpose of running an NCOA against this data.

The provided data file will be a fixed width txt file.

The Source_ActionDate provided by Loudoun will be the date of the data export.

Field Name	Size	Position
RBS Key** (“AC”+Account Nbr)	9	1
Source_ActionDate	8	10
RBS_AcName	50	18
RBS_AddressLine1	35	68
RBS_AddressLine2	35	103
RBS_City	35	138
RBS_State	2	173
RBS_ZIP	5	175
RBS_ZIPX	4	180
RBS_Country	40	184
RBS_Region	40	224
RBS_PostalCode	15	264

2 3rd Party Personal Property Return File

2.1 Layout

The file layout below covers the Loudoun requirements for the Personal Property NCOA return file provided by the 3rd party.

The return file will be a fixed width file txt file containing all the fields in the layout.

Fields highlighted in yellow are the updates to be supplied by the 3rd party.

Field Name	Size	Position
RBS Key** (“AC”+Account Nbr)	9	1
Source_ActionDate	8	10
RBS_AcName	50	18
RBS_AddressLine1	35	68
RBS_AddressLine2	35	103
RBS_City	35	138

RBS_State	2	173
RBS_ZIP	5	175
RBS_ZIPX	4	180
RBS_Country	40	184
RBS_Region	40	224
RBS_PostalCode	15	264
Source_AcName	50	279
Source_AddressLine1	35	329
Source_AddressLine2*	35	364
Source_City	35	399
Source_State	2	434
Source_ZIP	5	436
Source_ZIPX	4	441
Source_Country	40	445
Source_Region	40	485
Source_PostalCode	15	525
NCOA_ActionCode	1	540
CASS_ActionCode	1	541

2.2 Field Requirements

The 3rd party will work with the Treasurer's Office Tech Team to for initial setups.

Loudoun County
VIRGINIA

Department of Finance and Procurement
1 Harrison Street SE
PO Box 7000
Leesburg, VA 20177-7000
703-777-0403 O | procurement@loudoun.gov
loudoun.gov/procurement

September 20, 2024

NOTICE TO OFFERORS

ADDENDUM NO. 2

RFQ 662835

The following changes and/or additions shall be made to the original for the Request for Proposal for Printing, Mailing, and Envelope Services for the Treasurer, RFQ 662835. Please acknowledge receipt of this Addendum by signing and returning with your proposal.

1. Please Note: The Acceptance Date is changed to Prior to 4:00 p.m., October 8, 2024 Local Time

Prepared By: Diane C. Smith ____________________ Date: September 20, 2024

Acknowledged By: ______________________________ Date: ______________________

Loudoun County
VIRGINIA

Department of Finance and Procurement
1 Harrison Street SE
PO Box 7000
Leesburg, VA 20177-7000
703-777-0403 O | procurement@loudoun.gov
loudoun.gov/procurement

September 17, 2024

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFQ 662835

The following changes and/or additions shall be made to the original for the Request for Proposal for Printing, Mailing, and Envelope Services for the Treasurer, RFQ 662835. Please acknowledge receipt of this Addendum by signing and returning with your proposal.

1. Attached are the questions and answers received in response to the solicitation.

Prepared By: Diane C. Smith Date: September 17, 2024

Acknowledged By:________________ Date: ____________

QUESTIONS AND ANSWERS

Q1. In the RFP, Section 5.2.E states "bills are transmitted via electronic data file or Portable Document Format (PDF)." and "Treasurer will provide electronic data in .csv format." – will the selected contractor be receiving two types of data file? Will these need to be merged?

A1. Yes, the successful offeror will receive two types of data file, and these will need to be merged. Please refer to section 5.2 F of the RFP

Q2. In the RFP, Section 5.2.H states the vendor – "Pick up and mail documents and envelopes on the exact dates as shown on the schedule, unless alternative arrangements have been agreed to in advance by the Treasurer."

If the goal of the project is to outsource all aspects of printing and mailing, including producing the envelopes, what documents and envelopes will need to be retrieved? How many boxes or pallets of materials are to be picked up, when and for which specific project? How should offerors factor transporting these items in into the proposal?

A2. The goal is for the Treasurer to have a vendor that provides printing, mailing and envelope production. Some firms outsource the production of envelopes depending on their limitations.

Envelopes: Ordered one time a year – 950,000
Pages: Two times a year – 500,000
Inserts: Four times a year – 300,000

Transportation/ Storage: Please refer to Sections 5.5 E, 9.5 and 6.2 of the RFP.

Q3. In the RFP, Section 5.3.B states – "Mail items using the County's bulk mailing permit at the Leesburg Post Office unless an alternative method of postage or post office/mailing facility, which may be more cost effective, has been pre-approved by the Treasurer."

If an offeror has production facilities located in multiple, which means the mail would be inducted in those states, is the requirement for Loudoun County to mail at the local Leesburg Post Office a firm requirement? Since this would seem to be a local preference and eliminate any out of state vendors from participating in this solicitation. Is this the County's intent?

A3. No, it is not the requirement for the County to mail at the local Leesburg Post Office. When the successful offeror is approved by the Treasurer, the County is able to send mailings from their local post office. Please refer section 5.3 B of the RFP.

Q4. In the RFP, Section 5.3.H states – “The Contractor shall pick up inventory located at an agreed upon location with the Treasurer or such other location where Treasurer forms, inserts, and envelopes may be stored. Some envelopes, forms, and inserts may be delivered by the envelope printing services provider or County directly to the Contractor for their use in completing the mailings described herein."

Can the County provide additional information on what forms, inserts and envelope will need to be stored or picked up including counts of materials, number of boxes or pallets? Are there any options to have the contractor produce all the materials needed for this project or will it necessitate local pick up? Will out of state vendors be eligible for this project or is the County seeking a local (County or State of Virginia) vendor?

A4. Historically, as part of the previous contracts, envelopes and bill prints have been preprinted by the contractor to assist with efficiency of fulfilling orders. If a contractor does not wish to preprint envelopes, pages and inserts storage would not need to be stored and can cause a negative effect on production. Out of state vendors are eligible.

Q5. Section 5.5 item B - What exactly is meant by camera ready envelopes?

A5. In order to be considered camera ready, artwork or documents must meet certain requirements, such as having the correct size and layout, using the appropriate fonts and colors, and being saved in a suitable file format. In addition, camera ready artwork or documents should be free of errors or defects, such as blemishes, smudges, or low-quality images. i.e., logo and fonts for the County.

Q6. Can the mail be dropped at the contractor’s Post Office using their Mail Anywhere status?

A6. Yes, if approved by the Treasurer, mail can be dropped at the contractor’s Post Office using their Mail Anywhere status. Please refer to section 5.3 B of the RFP.

Q7. Would the County consider changing to a double window mailing envelope, utilizing the return address that is printed on the form to show through the mailing envelopes window rather than print this directly onto the mailing envelope, to save money?

A7. Yes, the County would consider changing to a double window mailing envelope, utilizing the return address that is printed on the form to show through the mailing envelopes window rather than print this directly onto the

mailing envelope if there is an option to order single window envelopes for internal use.

Q8. What time of day will the Contractor receive files from the County and what day will those files need to be mailed? What is the desired turnaround time?

A8: Historically files are sent in the morning to vendor.
Example of timeline for Personal Property Second half.
File sent – 08/16
Proofs received – 08/20
Proofs approved – 08/21
Mailing roll started – 09/02
Mailing roll ended – 09/06
Due date for citizens on bill – 10/07
All bills should be mailed to citizens 30 days prior to the due date.

Q9. Does the County anticipate mostly virtual or in person engagement for the contract? Can the County provide an estimate of the number of in-person meetings anticipated for this effort?

A9. The County anticipates one initial in-person meeting.

Q10. Are there any inserts that will be required to be produced for this project and if so, may offerors obtain specifications or PDF samples of what is to be produced? Does the County require any of the bills or notices to be emailed to customer and if so, how many?

A10. Yes, there will be inserts required to be produced for this project; attached is the example PDF (Exhibit B). The County would not require any email notification of bills.

Q11. What CIS platform does the County currently utilize

A11. Due to security and confidentiality considerations, the County will not disclose any information regarding Loudoun County's CIS platforms. Maintaining the integrity of the County systems is a top priority, and sharing such details could put sensitive data and infrastructure at risk.

Q12. Does the County require householding or groupings of bills or notices that go to the same address, and if so, how many? Do documents exceeding seven pages will need to be hand inserted into a 9x12 envelope?

A12. Bills will be mailed account specific. Each account will be in a separate envelope containing that person's information, not based on same address.

Yes, the County would have specific account with more than seven pages, considered a flat.

Q13. Does the County require sample approval for each project prior to mailing? Does the County have turn time expectations from the time of data submission to proofing

A13. Yes, the County requires approval before the vendor starts printing. Once a proof is sent, the County typically proves an approval within 24 hours. The County usually requests the contractor provide enough turnaround time for approvals to allow the printing and mailing to stay on track.

Q14. Is the County able to provide the following:

a. Is there a preferred paper stock for the bills?
b. Are the bills perforated on the dotted line?
c. What quantity should be quoted for the additional folded inserts?
d. Do the additional folded inserts print in color or just black ink?
e. What is your preferred paper stock for the inserts?
f. What quantity should be quoted for the buck slip?
g. What is your preferred paper stock for the buck slip?
h. What is Reprinting of Forms? Outline/ back of bills –
i. Is there a description for Flat(s)?

A14.

a. There is not a preference, but samples would need to be provided during the interview.
b. Yes, bills are perforated.
c. Inserts are not folded but each mailing will include an 8.5x3.5 insert.
d. Color and Black and white, double sided.
e. There is not a preference, but samples would need to be provided during the interview.
f. 800,000 – Insert and buck slip are interchangeable words
g. There is not a preference, but samples would need to be provided during the interview
h. The County will request the Reprinting of Forms if changes need to be made, and forms have already been printed.
i. Description for Flat(s): Bills that cannot fit in a stationary envelope and must be sent in a larger manilla envelope.

Q15. What is the anticipated award date for this project? What is the desired implementation schedule for this project or when would the County like to "Go Live"?

A15. The anticipated award date will be based on the conclusion of the Proposal Analysis Group that is expected to be concluded by November 15, 2024 and the effective date for these services is January 1, 2025.

Q16. Who is the current Contractor for these services and what is the current cost per item that the County is paying for these services?

A16. The current Contract is: Corporate Mailing Services, Inc. and refer to the attached and incorporated Exhibit A – RFQ 113781A CMS Pricing Page.

Q17. What is the County's rationale for rebidding these services? Is there an issue with the current Contractor or is there something specific the Contractor does not provide?

A17. The County is required by the Code of Virginia to solicit for all services based on the expiration date of the contract.

Q18. Will the County accept electronic signature and/or electronic versions of the proposal submissions?

A18. The County will accept electronic signatures on the paper proposal submitted but cannot accept electronic proposal submissions.

Q19. In the RFP, Section 6.7, there are specific insurance requirements, will the County allow any flexibility in the amounts listed in the RFP?

A19. The County will be able to negotiate with the successful offeror on the insurance limits. However, all offerors should provide any exceptions to the language in the Terms and Conditions that are not consistent with their proposal.

Q20. Can offerors mark sections of the proposal as confidential such as the budget and references?

A20. In accordance with the following Section of the Code of Virginia, the budget and references are not considered confidential – see guidance at the following link:
https://law.lis.virginia.gov/vacode/title2.2/chapter37/section2.2-3705.6/; Section 10

Q21. May offerors obtain samples of the outgoing and reply envelopes in PDF format?

Q21. All related samples of the envelopes are available at the link below:
https://www.loudoun.gov/bids.aspx?bidID=969

.

EXHIBIT A

PRICING FORM

EXHIBIT B

Insert Sample – Answer #10