

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS (RFP)

Issue Date: August 19, 2008

RFP #: 1641

Title: Personal Property & Real Estate Billing Services

Classification Code: 94610

Issuing Agency:

County of York, Virginia
Central Purchasing
Finance Building/ P.O. Box 532
120 Alexander Hamilton Blvd
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

York County Treasurer's Office
Finance Building/P. O. Box 251
120 Alexander Hamilton Blvd
Yorktown, Virginia 23690

Sealed Proposals Will Be Received Until **4:00 P.M. on Monday, September 15, 2008.**
At Which Time They Shall Be Opened.

NOTE: Four (4) copies of your Proposal will be required.

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB,
Senior Buyer, Central Purchasing Office, Telephone: (757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The
Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be
substitute for this cover page).

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Title: _____

Print

Name: _____

Telephone No.: _____

Federal Tax ID#: _____

Facsimile No.: _____

1.0 PURPOSE:

It is the express purpose of this Request for Proposal (RFP) to acquire the services of a qualified Contractor, hereinafter the "Contractor", to print and mail Real Estate and Personal Property Tax Bills and Reminder Notices for the Treasurer of the County of York, Virginia, hereinafter ("Owner"), for a one year period with an option to renew the contract for five (5) additional one (1) year periods, upon mutual agreement of both parties.

2.0 SCOPE OF SERVICE:**2.1 REQUIREMENTS:**

- 2.2 The Owner will provide billing data from a file created in the BAI (Bright and Associates, Incorporated) software system. Contractor must be able to accept (BAI) software file as provided – no BAI customizations required.
- 2.3 Contractor must be able to accept billing data electronically by e-mail or FTP (File Transfer Protocol).
- 2.4 Contractor will design the tax bills according to the Treasurer's requirements.
- 2.5 Bills to be laser printed on high quality paper 8 ½" x 11", 20# white, 1/3 perforation. Mailing envelopes for bills are #10 window for automated insertion, 24# white, to include Return Service Requested statement under return address. Return remittance envelopes are #9, 24# white, printed with FIM (Facial Identification Mark) code indicating return remittance envelope.
- 2.6 Bills will include an OCR-A (Optical Character Recognition) scan line on the remittance stub according to Standard Register specifications for remittance processing. No Standard Register customizations required.
- 2.7 All data, electronic and printed **must** be maintained in a secure environment.
- 2.8 Contractor must have the ability to include messages on the bill.
- 2.9 Contractor must have the ability to include inserts if requested.
- 2.10 Contractor must have the ability to combine multiple bills into one envelope.
- 2.11 Contractor must be able to provide Treasurer electronic information regarding status of billing process.

- 2.12 Contractor must have the ability to provide Treasurer of York County, upon request, a hard copy of any bill mailed or must provide the Owner with the ability to electronically access and print a copy of any bill mailed.
- 2.13 Contractor will enhance mailing addresses and bar code mail for lowest possible postage rate. A list of addresses changed will be provided to the Owner for updates to the County database. Contractor must provide the option of National Change Of Address (NCOA) services.
- 2.14 For each billing, the Contractor must compare bill totals with the Owner to insure accuracy.
- 2.15 For each billing, the Contractor must provide a low random sample for approval before printing and mailing.
- 2.16 Approximately 45,000 Personal Property and 12,000 Real Estate tax bills will be mailed twice a year, April and October. In addition, 1000-2000 supplemental billings for Personal Property will be processed monthly. Reminder notices will be mailed twice a year, June and January. Approximately 8,000 Personal Property and 1,000 Real Estate.

3.0 REQUIREMENTS IN PROPOSAL SUBMITTAL:

In all Proposals, Offerors must:

- 3.1 State implementation plan for first mailing.
- 3.2 State lead-time required for each billing.
- 3.3 Provide disaster recovery plan, including any off-site facilities.
- 3.4 Describe how postage will be paid.

4.0 SPECIAL CONDITIONS:

Provide general information of the company, including:

- A synopsis of business qualifications.
- Length of time in business and number of years providing services as described herein.
- Number and experience of programming staff.
- Professional certifications of staff.
- Description of equipment to be used.
- References (minimum of 4) including organization names, addresses, names of contact persons, and telephone numbers for customers for whom you have provided equivalent services to those described herein.

4.1 COST:

A clearly defined pricing schedule of the following costs must be provided:

- Form Design
- Programming charges
- Materials – paper, mailing envelopes, return envelopes
- Address enhancement
- Printing
- Folding
- Inserting
- Mailing/handling
- Fee schedule for additional message
- Fee schedule for additional insert
- Fee schedule for combining multiple bills
- Fee schedule for duplicate copy of bill provided to Treasurer
- Fee schedule for National Change Of Address Services

5.0 PROPOSAL EVALUATION PROCEDURE:

An evaluation committee, composed of representatives from the Treasurer's Office and the Department of Financial and Management Services will evaluate all proposal received. Upon completion of evaluation, recommendations for selection will be prepared and forwarded to the Central Purchasing Office for award and contracting purposes. The following criteria will be used in the bid evaluation process:

- 5.1 Ability of the offeror to render required services.
- 5.2 Ability to meet requested mail dates, as required by Virginia law.
- 5.3 Previous experience of processing real estate and personal property tax billings and reminder notices for other Virginia localities.
- 5.4 Cost.

6.0 GENERAL TERMS AND CONDITIONS:**A. FORM:**

All responses to a Request for Proposal (RFP) may be on the Offeror's letterhead or form. Response to an RFP should address all aspects of the request and must include a signature of the offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time of receipt of proposals.

B. OPENING DATE/TIME:

Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Owner after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

C. CLARIFICATION OF TERMS:

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the buyer.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposal, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

E. ANTI-DISCRIMINATION:

By submitting its bids or proposals, Offeror certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or 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.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, 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.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

F. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

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

G. INDEMNITY AGREEMENT:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County, its officers, employees, and agents against and save them harmless from all claims, demands,

and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the County, its officers, employees, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractors or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release the County, its officers, employees, or agents from and indemnify and save them harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

7.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 through 15.2-1248 applied to the Board mutatis mutandis. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

8.0 INSURANCE:

(Revised 05/2005)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s), such additional insured status shall be primary without participation by Owner's insurers. The provisions of this paragraph shall be deemed include included in the contract as if fully set out therein.

Comment [TWS1]: Revised per Jim Barnett/Newby email 05/11/2005, added ", such additional insured status shall be primary without participation by County's insurers" at end of first sentence.

Worker's Compensation and Employer's Liability Coverage A - Statutory Requirement
Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.
Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability
Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

9.0 TERMINATION OF CONTRACT:

Upon thirty (30) days written notice to Offeror, this agreement may be canceled by the Owner at any time when in the judgment of the Owner the product furnished, or service rendered, by the bidder is not satisfactory. Such termination shall not be deemed a waiver of any rights of the Owner to damages for breach of contract.

10.0 AWARD OF CONTRACT:

Two or more offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluative criteria stated in the Request for Proposal.

Repetitive informal interviews shall be permissible wherein offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions, outlined above, on the basis of evaluative criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the offeror ranked first until a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. (Code of Virginia, 2.2-4301.) At any time during the negotiations, the Purchasing Office may terminate all negotiations and readvertise the requirement.

SAMPLE PERSONAL SERVICES CONTRACT
PERSONAL PROPERTY & REAL ESTATE BILLING SERVICES

This AGREEMENT made this _____ day of _____, 2008, by and between YORK COUNTY, VIRGINIA, hereinafter called "OWNER" and _____, hereinafter called "CONTRACTOR."

In consideration of the mutual promises contained herein, the parties agree as follows:

1. The term of this agreement will be _____, 2008, through _____, 2009. It may be renewed upon mutual agreement of both parties for five additional one year terms, but not beyond _____ 20014.

2. During the term of this agreement, the CONTRACTOR will be responsible for design, billing data electronically by e-mail or FTP (File Transfer Process), print and mailing services of Real Estate and Personal Property Tax Bills based on a twice a year (April and October) and are reminder notices will be mailed twice a year, (June and January) schedule program in accordance with the terms and conditions of Request for Proposal (RFP) No. 1641 dated _____ 2008, and the CONTRACTOR'S response thereto dated _____ 2008 ("response") both of which are hereby incorporated into and made a part of this contract as fully as if set forth herein.

3. The COUNTY will be responsible for providing a billing data file created in the Bright and Associates, Incorporated (BAI) software system to meet state law requirements to the CONTRACTOR.

4. The CONTRACTOR will be responsible for providing and storing all paper and envelope products and all other necessary materials to complete the process.

5. The CONTRACTOR must have the ability to provide to the Treasurer of York County, upon request, a hard copy of any bill mailed, or must provide the Treasurer with the ability to electronically access and print a copy of any billed mailed.

6. The CONTRACTOR must compare bill totals with the Treasurer's to insure accuracy.

7. The CONTRACTOR must provide a low random sample for approval before printing and mailing.

8. The CONTRACTOR shall provide a statement to the York County Treasurer's Office, P. O. Box 251, Yorktown, Virginia 23690, after the completion of each billing cycle, term Net 30 days.

9. Personal Property and Real Estate tax bills to be processed and mailed twice a year, April and October to include supplemental billings for Personal Property processed monthly and reminder notices mailed twice a year June and January.

10. This agreement may be cancelled by either party provided thirty (30) days written notice is given by the canceling party.

By: _____

Title: _____

YORK COUNTY, VIRGINIA

By: _____

James O. McReynolds
County Administrator

Approved as to form:

County Attorney