

# **BUNCOMBE COUNTY**

# Request for Proposal #: 2-21-20

# Bill Printing, Insertion, & Mailing Services for Buncombe County Tax Collections

Date of Issue: 1/22/20

# Proposal Submission Deadline: 2/21/20

At 3:00pm ET

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# 1.0 PURPOSE AND BACKGROUND

Buncombe County is seeking proposals from qualified Proposers for Bill and letter Printing, Insertion and Mailing Services for Buncombe County Tax Collections.

Tax Collections mails approximately 142,000 tax bills and 23,000 collection notices, totaling approximately 165,000 mail pieces annually.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

# 2.0 GENERAL INFORMATION

## 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

## 2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the County rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

## 2.3 RFP SCHEDULE

The table below shows the intended schedule for this RFP. The County will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	County	1/22/20
Submit Written Questions	Vendor	1/31/20 5:00pm
Provide Response to Questions	County	2/07/20
Submit Proposals	Vendor	2/21/20 3:00pm
Contract Award	County	March 2020
Contract Effective Date	County	7/01/20

## 2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to <u>ron.venturella@buncombecounty.org</u> by the date and time specified above. Vendors should enter "RFP #2-21-20: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Buncombe County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

### 2.5 PROPOSAL SUBMITTAL

Proposals will be received until 3:00PM, 2/21/20. All proposals may be submitted in a sealed envelope(s) or electronically submitted via email and properly identified with the RFP#2-21-20 and Bill Printing, Insertion, & Mailing Services for Buncombe County Tax Collections.

Proposals may be hand-delivered or emailed to:

Ron Venturella, Procurement Manager 200 College Street, 4<sup>th</sup> Floor Asheville, NC 28801

E-mail: ron.venturella@buncombecounty.org

The County's capacity for email attachments is 9mb. It is the bidder's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. 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. It is the responsibility of the applicant that their proposal is received. Receipt of proposals can be verified by calling 828-250-4154.

### 2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

#### The proposal should be organized into sections:

- Tab A Vendor Background and Experience
- **Tab B –** History and Profile
- Tab C Proposed Solution and Implementation Plan
- Tab D Staff Information
- Tab E Price Form
- Tab F References
- **Tab G** Required Signature Forms: Attachment A Price Submission Form, Attachment C-Proposal Submission Form, and Attachment D - Addenda Receipt and Anti-Collusion

#### 1. Tab A – Vendor Background and Experience

Please provide the following information about your company, experience and services. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

- a. Company Name Address Telephone Number Email Address Name of Single Point of Contact Name/Signature of Person with binding authority to enter into contracts
- **b.** Please provide an overview of the proposed solution including your company's unique abilities to meet the project requirements as described in this RFP.
- c. State that your company's proposal price will be valid for a period of at least 120 days.

#### 2. Tab B – History and Profile

This section provides each vendor with the opportunity of demonstrating how its history, organization, and partnerships will benefit Buncombe County. Careful attention should be paid to providing information relevant to Buncombe County needs.

Please provide a concise profile of the offeror's organization to include the following:

- Describe the history of the offeror's company.
- What is the offeror's service commitment to customers and measurements used?
- Are audited or otherwise verifiable financial statements available upon request?
- Is the offeror's organization involved in any pending litigation that may affect its products and services?

#### 3. Tab C – Proposed Solution and Implementation Plan

- **a.** Provide a detailed description of the solution you are proposing. Include details on file transfer protocols, printing and stuffing equipment, data security, invoicing and any other details that may influence the County's decision. Tell why offeror's solution best meets the needs of Buncombe County.
- **b.** Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- **c.** Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified in the Scope of Work.

#### 4. Tab D – Staff Information

**a.** Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform.

#### 5. Tab E – Price Form

**a.** Attachment A – Price Submission Form should be filled out completely and submitted with this package.

#### **6.** Tab F – References

Attachment B - Provide at least three (3) to five (5) professional references that received similar Print, Stuff and Mail services from your firm. Buncombe County reserves the right to contact any of the organizations of individuals listed. Information provided shall include:

a. Company Name

- b. Company Address
- c. Phone Number and E-mail Address
- d. Contact Name and Title
- e. Project Description
- f. Length Of Service

#### 7. Tab G – Required Signature Forms

Offeror(s) should include signed copies of the following documents:

Attachment A – Price Submission Form Attachment C- Proposal Submission Form Attachment D – Addenda Receipt and Anti-Collusion

# 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

### 3.1 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and best fits the needs of the County.

Buncombe County reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the County reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the County.

### 3.2 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

- Vendor Background and Experience
- History Profile and References
- Staff Information
- Price
- Compliance with the general bidding requirements, general submittal requirements, and detailed submittal requirements of the RFP.

# 4.0 REQUIREMENTS

### 4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date").

### 4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

## 4.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Buncombe County. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including citing experience with similar projects and the responsibilities to be assigned to each person.

### 4.4 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the County under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the County. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

# 5.0 SCOPE OF WORK

Tax Collections mails approximately 142,000 tax bills and 23,000 collection notices, totaling approximately 165,000 mail pieces annually.

#### Most mail items will be composed of:

1 #10 Outgoing two-windowed envelope

1 # 9 Courtesy Reply single-windowed envelope

1 8-1/2" x 11" Invoice with a micro perforated remittance stub, tax bills printed in color, informational inserts may need to be inserted. Some of the informational inserts may require folding before insertion, or to be mailed independently of the bill. Most inserts will be 1/3<sup>rd</sup> page, double sided, color paper, black ink and mailed with the tax bills or other collection notices.

All forms are to be printed from blank stock. Buncombe County will not be responsible for reimbursing vendor for preprinted form stock in the event the County changes form layouts.

#### File Exchange

The Vendor shall receive customer billing information for each customer in a .TXT and/or .CSV file format through FTP, secure e-mail, or some other agreed upon electronic means. The Vendor will process the data to generate printed County bills.

Vendor shall provide printing materials and envelopes. The County may elect to furnish printed informational inserts that the vendor will store in their facility until inserted in the bills. The County also desires that Vendor have the capability to design and/or print inserts at the County's option.

#### **Tax Collection Notices**

Vendor shall, within two (2) days of receipt of annual tax bill electronic data email to the Tax Collection department the following: (i) the total tax billing amount and number of tax bills for Buncombe County; and (ii) an electronic copy file of all bills printed. The file will be electronically transmitted in an Adobe PDF file format via an agreed upon means.

If the totals are correct, the department shall notify the Vendor. If the totals are not correct, the department and Vendor shall communicate to identify and correct errors until the totals are correct. Within five (5) days of receipt of confirmation from the department, Vendor shall prepare the tax bills such that they are ready for mailing. Vendor shall not mail the tax bills until authorized by the department.

Vendor shall print the forms in accordance with a sample file layout and legend for copy placement provided by the County. The tax bill shall be printed on 8-1/2" X 11" paper, two-sided, with a perforation 3" from the bottom.

Vendor shall use #10 outgoing envelopes with a double window and shall print, sort, fold, and insert within each outgoing envelope the tax bill and a #9 remittance envelope with a single window on the right side.

Vendor shall take whatever steps necessary to ensure the remittance portion of the bill is capable of being read by the scanning equipment of County's lockbox vendor, *RemitPlus*. Paper and Ink Quality must conform to standard OCR specifications.

Vendor shall barcode the outgoing envelopes for maximum postage savings and shall validate addresses by running tax bills through the National Change of Address file. *Vendor shall not actually mail the tax bills until authorized by the Tax Collector.* 

Vendor shall have the ability to provide an e-Certified mailing option on delinquent tax notice mailings.

Additionally, at the County's discretion, vendor shall have the ability to print and mail other collection notices for taxpayers in either postcard or standard letter size formats.

#### Postage

The County is responsible to provide postage to the Vendors USPS account for funding the distribution of any mailed materials. The County expects to receive timely and appropriate accounting for the actual postage expenses.

Vendor shall be responsible for sorting, grouping, packaging, and in all other ways preparing the customer bills and inserts for mailing so that the lowest possible postage fee is charged for the mailings. In the event that the United States Postal Service determines that additional postage is required, and that amount exceeds the postage on deposit in the Vendor's USPS account, the Vendor will continue processing the mailing, notify the County of any insufficient postage amount, and bill the County for reimbursement of additional postage required at the exact postage cost by the United States Postal Service without delay of the mailing.

Vendor will make known any projected or actual postage rate increases expected as soon as released by the USPS.

Vendor will provide separate invoicing itemizing the postage used, description, piece count, and postage rate for each specific printing mailed.

#### **Other Services / Considerations**

The County desires Vendor:

- Have the in-house ability to design and customize forms for County.
- Print all mailings from blank paper; no forms stockpiled.
- Invoice County for each individual service/mailing provided
- Have the ability to print and mail special print projects within 72hrs of receiving consent of the County to proceed with approved proof, notice, or draft.

- Have the ability to print informational inserts for the County.
- Have the ability to provide reporting that can detail the activity of the County mailing and printing program including; cycle, item count, job name, dates of processing/mailing, inserting and mailing costs on a monthly and annual basis.

# 6.0 GENERAL TERMS AND CONDITIONS

- 1. <u>READ, REVIEW AND COMPLY</u>: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
- 2. <u>LATE PROPOSALS</u>: Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
- 3. <u>ACCEPTANCE AND REJECTION</u>: Buncombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
- 4. <u>INFORMATION AND DESCRIPTIVE LITERATURE</u>: If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
- 5. <u>SUSTAINABILITY</u>: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
  - All copies of the proposal are printed <u>double sided</u>.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
- 6. <u>HISTORICALLY UNDERUTILIZED BUSINESSES</u>: Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.
- 7. <u>INELIGIBLE VENDORS</u>: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Buncombe County by any company identified in a) or b) above shall be void *ab initio*.
- 8. <u>CONFIDENTIAL INFORMATION</u>: To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade

secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

- 9. <u>MISCELLANEOUS</u>: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
- **10.** <u>INFORMAL COMMENTS</u>: Buncombe County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
- 11. <u>COST FOR PROPOSAL PREPARATION</u>: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
- 12. <u>AVAILABILITY OF FUNDS</u>: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
- 13. <u>SITUS AND GOVERNING LAWS</u>: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
- 14. <u>PAYMENT TERMS</u>: If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
- **15.** <u>NON-DISCRIMINATION</u>: The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
- **16.** <u>ADVERTISING</u>: Vendor agrees not to use the existence of The Contract or the name of Buncombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.

#### 17. INSURANCE:

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

- 18. <u>GENERAL INDEMNITY</u>: The Vendor shall hold and save Buncombe County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
- 19. <u>CONFIDENTIALITY</u>: Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Buncombe County.
- 20. <u>COMPLIANCE WITH LAWS</u>: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 21. <u>ENTIRE AGREEMENT</u>: This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- **22.** <u>AMENDMENTS</u>: This Contract may be amended only by a written amendment duly executed by the County and the Vendor.
- 23. <u>NO WAIVER</u>: Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 24. <u>FORCE MAJEURE:</u> Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 25. <u>SOVEREIGN IMMUNITY</u>: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the County under applicable law.

# <u>Attachment A– Price Form</u> Request for Proposal (RFP)#2-21-20 Print & Mail Services

Service Type: COLLECTION NOTICES	Cost per Each
Processed Document (one processed collection notice and remittance envelope per outgoing envelope)	
Printed Insert (an additional 1/3 page insert printed by Vendor on colored paper and inserted in envelope)	
Inserts (preprinted form provided by Buncombe County in envelope)	
Additional #10 Outgoing Envelopes	
Additional #9 Remittance Envelopes	
Blank Collection Notices	
Paper File Copies (electronic files are No Charge)	
Archiving Fee (historical files)	
Hosting Fee (eBill PDF presentation)	
Full Page Printing (special notices not included with bill - mailed separately)	

Service Type: TAX BILLS	Cost per Each
Processed Document (one processed tax bill and remittance envelope per outage envelope)	
Printed Insert (an additional 1/3 page insert printed by Vendor on colored paper and inserted in envelope)	
Inserts (preprinted form provided by Buncombe County in envelope)	
Additional #10 Outgoing Envelopes	
Additional #9 Remittance Envelopes	
Blank Tax Bills	
Paper File Copies (Electronic files are No Charge)	

Service Type: OTHER	Cost per Unit
Design Services, hourly	
Set-up Charges	
Explain:	
Explain:	
Explain:	
Explain:	

### This Proposal is submitted by:

Provider Name:

Representative (printed):

Representative (signed):

Remainder of This Page Is Blank

# Attachment B– References Request for Proposal (RFP)#2-21-20 Print & Mail Services

<u>Reference #1:</u> Company Name: Address:	
Phone Number and E-mail:	
Contact Name:	
Length Of Service:	
Reference #2:	
Company Name:	
Address:	
Phone Number and E-mail :	
Contact Name:	
Length Of Service:	
Reference #3:	
Company Name:	
Address:	
Phone Number and E-mail:	
Contact Name:	
Length Of Service:	
Reference #4:	
Company Name:	
Address:	
Phone Number and E-mail:	
Contact Name:	
Length Of Service:	
Reference #5:	
Company Name:	
Address:	
Phone Number and E-mail:	
Contact Name:	
Length Of Service:	

Attachment C – Proposal Submission Form
Request for Proposal (RFP)#2-21-20 Print & Mail Services
Finit & Mail Services
This Proposal is submitted by:
Provider Name:
Representative (printed):
Representative (signed):
Address:
City/State/Zip:
E-mail Address:
Telephone:(Area Code) Telephone Number
(Area Code) Telephone Number
Facsimile:
(Area Code) Fax Number
It is understood by the Offeror that Buncombe County reserves the right to reject any and all Proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP. Proposal is valid for one hundred and twenty (120) calendar days from the Proposal due date.
OfferorDate
Authorized Signature
Please type or print Name

# <u>Attachment D – Addenda Receipt and Anti-Collusion</u> Request for Proposal (RFP)#2-21-20 Print & Mail Services

Please acknowledge receipt of all addenda by including this form with your Proposal.

ADDENDUM #:		DATE OF ADDENDUM	
	-		
	_		-
	_		-
	-		-

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Buncombe County.

(Please Print Name)

Date

Authorized Signature

Title

E-Mail Address

Company Name