

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VA 22201 (703) 228-3410

REQUEST FOR PROPOSALS NO. 23-TRS-RFP-286

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 3:00P.M. ON THE 10TH DAY OF MARCH, 2023 FOR:

TREASURER'S OFFICE PRINT AND MAIL SERVICES

VENDORS ARE REQUIRED TO REGISTER ON <u>VENDOR REGISTRY</u> IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A PROPOSAL (REFER TO <u>AUTHORITY TO TRANSACT BUSINESS</u> SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County, Virginia
Office of the Purchasing Agent

Cynthia Davis, CPPB, VCO, VCA Assistant Purchasing Agent cdavis@arlingtonva.us

TABLE OF CONTENTS

I.	INTRODUCTION TO EVALUATION PROCESS	3
II.	INFORMATION FOR OFFERORS	4
III.	INTRODUCTION TO REQUEST FOR PROPOSAL NO. 23-TRS-RFP-286	8
IV.	SCOPE OF SERVICES	9
V.	PROPOSAL REQUIREMENTS	12
VI.	CONTRACT TERMS AND CONDITIONS	16
	EXHIBIT C NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)	32
	EXHIBIT D NONDISCLOSURE AND DATA SECURITY AGREEMENT (INDIVIDUAL)	34
	EXHIBIT E CONTRACTOR PERFORMANCE EVALUATION FORM	43
VII.	ATTACHMENTS AND FORMS	41
	PROPOSAL FORM	42
	ATTACHMENT A – SAMPLE DOCUMENTS	
	ATTACHMENT B – COST PROPOSAL FORM	

I. INTRODUCTION TO EVALUATION PROCESS

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

MANDATORY REQUIREMENTS

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

RFP No. 23-TRS-RFP-286 - TENTATIVE SCHEDULE

RFP ISSUANCE FEBRUARY 8, 2023

QUESTION DEADLINE FEBRUARY 17, 2023, at 5:00 p.m.

ADDENDUM ISSUANCE (if applicable) FEBRUARY 24, 2023

PROPOSALS DUE MARCH 10, 2023, at 3:00 p.m.

CONTRACT AWARD TBD

2. QUESTIONS AND ADDENDA

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No. 23-TRS-RFP-286**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY FEBRUARY 17, 2023, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANDY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors' proposals. Offerors rejected under the above provision will also be disqualified if they respond to a resolicitation for the same work.

5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

6. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post an Award Notice or Intent to Award to <u>Vendor Registry</u>.

7. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

8. **DEBARMENT STATUS**

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred, enjoined, or suspended from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred, enjoined or suspended from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

9. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

10. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

11. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia 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. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

12. EXCEPTIONS TO TERMS AND CONDITIONS

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

13. **INSURANCE REQUIREMENTS**

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

14. ARLINGTON COUNTY BUSINESS LICENSES

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail mailto: business@arlingtonva.us.

15. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should follow a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

16. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such

other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods or services covered by the resulting contract.

17. RIDER CLAUSE

Offerors will have the option to extend any contract resulting from this solicitation as follows:

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

18. ELECTRONIC SIGNATURE

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 23-TRS-RFP-286

PURPOSE

The purpose of this solicitation is to enter a contract with a qualified contractor for print and mail services for tax bills, delinquent and legal notices, and other official correspondence on behalf of the Arlington County Treasurer ("Treasurer").

DEFINITIONS

In this Request for Proposals, the term ("mailing") or ("mail quality processing") includes:

- Coding Accuracy Support System (CASS)
- Intelligent Mail Barcode (IMB)
- Zip plus four Printing each piece of mail with the carrier route
- Delivering the mail to the United States Postal Service ("USPS") sorted in the delivery sequence to earn the highest postal discount for the Treasurer's mailings.

The term ("printing") refers labor, materials, equipment, and quality control procedures required to produce bills, notices, and correspondence for the Treasurer.

BACKGROUND

The Treasurer generates approximately 450,000 pieces of mail per year, which requires a full range of mail quality processing and printing services. Currently, the Treasurer's tax system, Gentex, stores an exact copy of what is mailed.

The Treasurer uses two separate vendors for these services. The Treasurer intends to merge the mail quality processing with the print processing to generate the following benefits:

- Create a cost-saving relationship with a high-quality printer.
- Have a larger portion of Treasurer's mail qualify for maximum postal discounts.
- Allow the Treasurer's staff to track concurrent print jobs, which might be printed together to save money.
- Streamline the printing of billings, publications, inserts, postcards, correspondence, informational materials and more.
- Provide seamless mail and print services. (Note: We have our own postage permit number.)
- Ensure that jobs are printed and mailed daily.
- Ensure that the vendor has processes to notify the Treasurer in case of job or deadline failure.

The County intends to make an award to a single vendor. However, the County reserves the right to make awards to multiple vendors for these services.

IV. SCOPE OF SERVICES

The Contractor must meet the following sample printing needs and timing requirements for the Treasurer's various print jobs. All quantities are estimates only. Examples of bills and other documents are included in Attachment A Sample Documents to this Request for Proposal. Please note that most documents require a perforation when the taxpayer will remit a portion of the document with their payment.

Letter Type	Estimated Quantity (Per year)
Simplex, No Perforation	35,924
Duplex, Perforation	377,588
Total Items Mailed	413,512
Inserts	250,000
Mailer Envelopes	413,512
Return Envelopes	380,319

Month	Average
January	21,329
February	14,810
March	17,967
April	6,580
May	36,434
June	15,926
July	53,782
August	149,053
September	15,261
October	33,422
November	33,317
December	15,631
Total	413,512

A. General Requirements

The Contractor's responsibilities for mailing and printing will include, but are not limited to the following:

- 1. Letters, bills, envelopes, and inserts must be imprinted clearly, with crisply defined font, images, and logos. Letter imprint and paper must be without imperfections.
- Meet the Treasurer's designated turnaround times as follows: Except for large annual or biannual billing jobs, deliver mail to the post office the same day the file is received from the Treasurer. Deliver large annual or biannual billing jobs to the post office within the same week the file is received from the Treasurer.

- 3. Print and deliver mailings to the USPS. The mail quality process will meet the USPS requirements to earn the Treasurer's mail files the highest possible postage discount.
- 4. Provide printing services that will include labor, materials, equipment, and quality control procedures required to produce bills, notices, and correspondence for the Treasurer, as well as daily delivery of print output to USPS.
- 5. Provide printed samples to the Treasurer to check for quality and accuracy of color for any new letters or inserts prior to new mail types being added to production.
- 6. Review the quality of the output of daily production.
- 7. Provide proofs for all specialty print jobs for the Treasurer's approval. Specialty print jobs may include new letter or bill designs, postcards, inline or buck slip inserts or new envelope designs.
- 8. Provide a two-part file exchange and an exact copy of each piece that can be attached to the customer's account in the Gentex.
- 9. Maintain flexibility to respond to work order and timeline changes.
- 10. Acknowledge and respond via email or telephone call to the Treasurer's changes in work orders and timelines on short notice.

B. Mail Quality Processing:

- The Treasurer will provide an electronic mail batch job every weeknight, generated and delivered from Gentex through the County's Department of Technology's ("DTS") FTP site.
- 2. The Contractor must process all mail files through an IMB program.
- 3. The Contractor must return the pre-sorted processed mail file to the Treasurer via an FTP site.

C. Graphic Files:

- 1. Gentex will create PDFs for the mail files and deliver the graphic files via the FTP site to the Contractor. The Treasurer may provide other formats such as Microsoft Word or .jpeg.
- 2. The Contractor must print the mail files in pre-sorted order, fold and insert letters and inserts into envelopes, and deliver the printed, CASS certified letters pre-sorted, in trays to the USPS.

D. Print Standards

The Contractor should adhere to the following print standards:

- 1. Print bills and correspondence on 8.5"x 11" / 60-pound white / brightness 90 paper.
- 2. Use the following fonts:
 - a. Optical Character Recognition ("OCR") for remittance processing.
 - b. Universal Product Code ("UPC") fonts to create scannable barcode.
 - c. Standard fonts (Microsoft Office) embedded in letters and bills.
- 3. Use security tinted mailer and remittance envelopes for bills and collection letters.
- 4. Print correspondence and inserts in full color, at the request of the Treasurer's Office.
- 5. Print duplex and multi-page documents, and work with the Treasurer to consolidate mailings, when possible.
- 6. Provide all mail and remittance envelopes based on the specifications provided by Treasurer.
- 7. For inserts, use 8.5"x11" paper, three inserts per page/80 pound and high gloss paper.

E. Handling

The Contractor must provide the following handling services:

- 1. Print, fold, perforate, add inserts, and ensure the correct remittance envelope is included per the Treasurer's instructions for the specific bill or letter type.
- 2. Seal the outer envelope; ensure the mailing address is visible; sort, bundle, tray and deliver the mail to the USPS with appropriate CASS certification for the mailing.
- 3. Complete processing of the print job and deliver to the USPS within 24 business hours from when the Contractor receives the order, unless otherwise noted by the Treasurer on a specific job.

F. Postage

The Contractor must charge all the Treasurer's mail to the Treasurer-funded USPS postage permit.

G. Disaster Recovery and Redundancy

The Contractor must provide a disaster recovery program (hardware and software) that ensures prompt and complete recovery.

V. PROPOSAL REQUIREMENTS

1. GENERAL

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM <u>USING THE PROPOSAL</u> FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed. The proposal must be single-spaced, and the type size must not be less than 10-point.

2. PROPOSAL SUBMISSION

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.

4. PROPOSAL STANDARDS

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

5. EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS

The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

Evaluation Criteria	Points
Project Understanding and Functional and Technical Requirements	40
Implementation of Services and Project Management	25
Experience and Qualifications	25
Quality of Printed Material	10
Total	100

7. PROPOSAL SUBMITTAL ELEMENTS

The County may not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

A. EXECUTED FORMS

- 1. Proposal Form: original as detailed above.
- 2. Conflict of Interest Statement: included in the RFP document.
- 3. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

B. MANDATORY REQUIREMENTS

The following requirement is mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirement is not met, the proposal will be considered non-responsive and will not be evaluated further.

The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.

Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.

C. PROJECT UNDERSTANDING AND FUNCTIONAL AND TECHNICAL REQUIREMENTS

Provide a detailed description of the services to be provided under the Contract. Description must address:

- 1. Overview of the Offeror's understanding of the scope of work and services to be provided.
- 2. Best practice approaches to providing services to the Treasurer's Office that enhance efficiency and minimize costs.

- 3. The Offeror's understanding of each of the specific requirements identified in the scope of work.
- 4. Any assistance, equipment, or other items the Offeror will require to be furnished by the Treasurer's Office.
- 5. Why the Offeror's proposal would be the most advantageous to the Treasurer's Office.
- 6. Any unique capabilities or skills that the Offeror would like considered.
- 7. Any alternate approaches to the Treasurer's current processes or requirements that may result in efficiencies and/or cost savings.

D. IMPLEMENTATION OF SERVICES AND PROJECT MANAGEMENT

Describe the Offeror's capability, qualifications, and flexibility of the organization to provide continuous service. The description must include:

- 1. Disaster and recovery policy/procedure, including any redundancy that would enable work to proceed without interruption.
- 2. Background information about the organization, including size, and facilities locations.
- 3. Communications plan, including the Offeror's flexibility to respond to work order and timeline changes on short notice.
- 4. The Offeror's management structure, including organizational chart and project team.
- 5. Size and location of the plant that would service the contract.
- 6. The Offeror's qualifications to perform the services outlined in this RFP, including all resources available to the Offeror for the performance of the contract.
- 7. Description and age of equipment that would be used to fulfill the contract.
- 8. Qualifications and resumes of the project team who would manage the contract.
- 9. Name, title, mailing address, email address, phone number and work hours of the Offeror's contact person for contract administration upon award of the contract.
- 10. Example that displays the timeline to process a print job in excess of 150,000 pieces. The example must track the job from receipt of file to delivery at USPS.

E. EXPERIENCE AND QUALIFICATIONS

Provide a concise description of all work experiences as they relate to the scope of work. The description should include:

- 1. Number and types of customers the Offeror has provided with comparable services.
- 2. Summary of similar contracts must include frequency and type of mailings and whether specialty print projects were executed.
- 3. Number of years Offeror has provided these types of service.
- 4. A minimum of five contracts for which the Offeror has completed services comparable to those described in the RFP. Include work performed for at least one contract for tax billing for a locality comparable to Arlington County within the last three years. For each contract, include:
 - a. Name of locality
 - b. Address of locality
 - c. Name, title, mailing address, email address and phone number of a contact in the locality who manages the operational activity of the vendor
 - d. Number of years the Offeror served the locality
 - e. Summary of the scope of services provided

F. QUALITY OF PRINT MATERIAL

Provide one sample each of the following printed materials from a contract the Offeror has held with a municipal government within the past three years. The samples will be evaluated based on the following specifications:

- 1. A bill with a perforated remittance voucher with a matching remittance envelope. The bill must be printed on 8.5"x11" municipal government letterhead with a perforation at 1/3 of the sheet (perforation may be located at top or bottom of sheet).
- 2. Remittance envelopes with the following two styles:
 - a. One envelope must be printed on colored paper and pre-addressed.
 - b. One envelope must have a poly address window and a security pattern printed on the inside of the envelope.
 - c. Both remittance envelopes should measure 8.875" x 3.875".
- 3. A mailer envelope with a municipal logo, return address and a poly address window. The finished size for the mailer envelope must measure 9.5"x 4.125".
- 4. A standard 8 ½ x 11 letters on municipal government letterhead.
- 5. A buck slip or specialty insert on 8.5"x11" paper, with three inserts per page/80 pound and high gloss paper.

All samples must be included with the Offeror's proposal before the proposal deadline established in Section II., Paragraph 1.

The Treasurer will consider alternative approaches to the Treasurer's current processes or requirements that may result in efficiencies and cost savings to what is described in the scope of work as long as the proposed alternatives meet the scope of work outlined above.

G. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any

H. COST PROPOSAL

The Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment B to provide pricing proposals.

VI. CONTRACT TERMS AND CONDITIONS

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.



ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VA 22201

AGREEMENT NO. 23-TRS-RFP-286

THIS AGREEMENT is	made, on	, between _	Contro	actor's name,	Col	ntrac	tor's addre	255	
("Contractor") a	name of state	type c	of entity	authorized	to	do	business	in	the
Commonwealth of '	Virginia, and the Count	y Board of	Arlington	County, Virgi	nia	("Cou	unty"). The	e Co	unty
and the Contractor.	for the consideration h	ereinafter :	specified, a	agree as follo	ws:				

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement

Exhibit A – Scope of Work

Exhibit B – Contract Pricing

Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)

Exhibit D – County Nondisclosure and Data Security Agreement (Individual)

Exhibit E – Contractor Performance Evaluation Form

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is Printing and mailing services for the Treasurer's Office. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract

under this Contract.			
4. CONTRACT TERM			
Time is of the essence. The Work will commence on	, 20	and must be o	completed no later
than 20 ("Initial Contract Term"), subject			
Documents. Upon satisfactory performance by the Contra	•	•	
bilateral Notice of Renewal, authorize continuation of the A			
not more than four additional 12-month periods, from			
(each a "Subsequent Contract Term"). The Initial Contract Te			
together the "Contract Term".			
5. CONTRACT AMOUNT			
The County will pay the Contractor in accordance with the	terms of	the Payment se	rtion helow and o
Exhibit B for the Contractor's completion of the Work as req		•	
Amount").	fair ca by th	The Contract Doct	aments. (contract
The County will not compensate the Contractor for any good	ds or servic	es beyond those	included in Exhibit
B unless those additional goods or services are covered by a	fully exec	uted amendmen	nt to this Contract.
6. <u>CONTRACT PRICE ADJUSTMENTS</u>			
The Contract Amount/unit price(s) will remain firm until	("P	rice Adjustment	Date"). To request
a price adjustment, the Contractor or the County must sub	mit a writ	ten request to t	he other party not
less than 90 days before the Price Adjustment Date. Adjust	tments to	the Contract An	nount/unit price(s
will not exceed the percentage of change in the U.S. Department			
Unadjusted, Urban Areas ("CPI-U") for the 12 months of starenewal.	atistics ava	ilable at the tim	e of the Contract's
Any Contract Amount/unit price(s) that result from this pro-	vision will	become effectiv	e the day after the

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- 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 Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

15. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for

General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

21. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. <u>Termination for Breach or Default</u>. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

22. <u>INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)</u>

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

24. <u>COPYRIGHT</u>

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

25. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

26. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) County's Non-Disclosure and Data Security Agreement. The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit C) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) <u>Use of Data</u>. The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) <u>Data Protection</u>. The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) <u>Security Requirements</u>. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking

equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) <u>Conclusion of Contract</u>. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) Notification of Security Incidents. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) <u>Subcontractors</u>. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

27. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement 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.

28. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as

soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

30. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

31. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

32. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

33. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

34. <u>AUDIT</u>

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final

payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

35. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

36. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

38. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

39. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

40. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

41. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

42. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

43. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

44. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

45. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

46. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

47. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:	
TO THE COUNTY:	, Project Officer
AND	
Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB Purchasing Agent	

Arlington County, Virginia 2100 Clarendon Boulevard, Suite 500 Arlington, Virginia 22201

Phone: (703) 228-3294

Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager Arlington County, Virginia 2100 Clarendon Boulevard, Suite 318 Arlington, Virginia 22201

49. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

50. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. <u>Workers Compensation</u> Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. <u>Commercial General Liability</u> \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. <u>Business Automobile Liability</u> \$1,000,000 combined single-limit (owned, non-owned and hired).
- 4. <u>Additional Insured</u> The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- 5. <u>Cancellation</u> If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- 6. <u>Claims-Made Coverage</u> Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- 7. Contract Identification All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

52. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

53. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:	
THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	CONTRACTOR
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of ______("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 23-TRS-RFP-286 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure* and *Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and Countynetworked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure* and *Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:	
Printed Name and Title:	
Date:	

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT (INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 23-TRS-RFP-286 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure* and *Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure* and *Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed:
Printed Name:
Date:
Nitnessed:
Contractor's Project Manager:
Printed Name:
Date:

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT E

CONTRACTOR PERFORMANCE EVALUATION FORM

ARLINGTON COUNTY GOVERNMENT

Contractor Performance Evaluation Form

Contractor Name:		Contract No).:	
ate:		Project/Cor	tract Name:	
nterim Evaluation Final Eva	aluation			
Scope of Work/Services Provide	d:			
			_	
Contract Start Date:/	/ Contract E	nd Date:/	_ Actual Completion	Date:/
Please rate the effectiveness dimensions:	of the Contractor's	s performance on the	Contract/Project a	cross the following
Evaluation Criteria: Unaccepta	able Poor Sati	isfactory Excellent		
Written comments to explain		re required for any po	erformance ratings	below "satisfactory"
or an "excellent" in any categ	gory.			
Evaluation Questions				
 Quality of Workmanship Rate the quality of the Cont 		hin Were there qual	itv-related or work	manshin nrohlems on
the Contract? Was the Con				nansing problems on
Unacceptable	Poor	Satisfactory	Evcallant	N/A
Officeptable	FOOI	Satisfactory	LXCEIIEIIL	N/ A
2. Problem Solving and Dec	cision Making			
Rate the Contractor's ability making on Contract/Project		ve and creative proble	em solving, coordin	ation and fair decision

3.	Project Schedule				
	Rate the Contractor's per the contract schedule, or attributable to the Contra	the schedule as rev	_		
	Unacceptable	Poor	Satisfactory	Excellent	N/A
4.	Subcontractor Managem	ent			
	Rate the Contractor's abi subcontractors rate the C resolve problems?	* *		-	,
	Unacceptable	Poor	Satisfactory	Excellent	N/A
5.	Safety				
	Rate the Contractor's saf safety accidents?	ety procedures on t	his Contract/Project? W	ere there any OH	SA violations or serious
	Unacceptable	Poor	Satisfactory	Excellent	N/A
6.	Environmental Complian	ce			
	Did the Contractor comp Contract? Did the Contra and/or any Stormwater P	actor comply in goo	d faith with local erosior		
	Unacceptable	Poor	Satisfactory	Excellent	N/A
7.	Change Orders Did the Contractor unrea orders and extra work re-		ge orders or extras? We	re the Contractor	's prices on change
	Unacceptable	Poor	Satisfactory	Excellent	N/A
8.	Paperwork Processing				
	Rate this Contractor's pe orders, submittal, drawin paperwork promptly and	gs, invoices, workfo	_		
	Unacceptable	Poor	Satisfactory	Excellent	N/A

9.	Supervisory Personnel					
	Rate the general perform management skills and e				ve the knowledge,	
	Unacceptable	Poor	Satisfactory	Excellent	N/A	
10.	Expertise, Knowledge an	d Experience				
	Rate this Contractor's pe	ersonnel. Were they de	edicated, experienced	and qualified for t	the duration of project.	
	Unacceptable	Poor	Satisfactory	Excellent	N/A	
11.	Project/Contract Closeou	ut				
	Rate the Contractor's pe Drawings, Operation and Project on schedule; was	d Maintenance Manua	ls, and training. Did th	e Contractor com		
	Unacceptable	Poor	Satisfactory	Excellent	N/A	
12.	Level of Overall Perform	ance				
	Unacceptable	Poor	Satisfactory	Excellent	N/A	
Base	d on these comments, wo	ould you recommend t	his Contractor for com	parable work in tl	ne future?	
	□ Yes □	No				
	se provide any comments provide any comments or	_			ork. The Contractor can	
(Proj	ect Officer or Contractor,	use additional sheets,	if Necessary):			
			38			

Signatures and Certifications:

- 1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor's performance record on this Contract; and,
- 2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator's Signature:	Date:
Evaluator's (PjO) Printed Name	Evaluator's Title:
Contractor's signature below acknowledges receipt and the opportu	nity to respond:
Contractor Signature:	Date:
Contractor Printed Name:	Title:

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
Not Applicable (N/A)	N/A (not applicable) should be used if the ratir evaluation.	ngs are not going to be applied to a particular area for

<u>END</u>

VII. <u>ATTACHMENTS AND FORMS</u>

ARLINGTON COUNTY, VIRGINIA REQUEST FOR PROPOSALS NO. 23-TRS-RFP-286

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 3:00 P.M., MARCH 10, 2023.

FOR PROVIDING PRINT AND MAILING SERVICES PER THE SOLICITATION.

THE FULL <u>LEGAL NAME</u> OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED.

(legal name of entity)						
AUTHORIZED SIGNATU	RE:					
PRINT NAME AND TITLE	E:					
ADDRESS:						
CITY/STATE/ZIP:						
TELEPHONE NO.:	E-M ADI	IAIL DRESS:				
THIS ENTITY IS INCORPORT.	ORATED					
THIS ENTITY IS A: (check the applicable	CORPORATION		LIMITE	D PART	NERSHIP	
option)	GENERAL PARTNERSHIP		UNINCORPORATE	D ASSO	OCIATION	
	LIMITED LIABILITY COMPANY		SOLE P	ROPRIE	TORSHIP	
COMMONWEALTH OF		THE	YES		NO	
SCC:	SUED TO THE ENTITY BY THE					

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

PROPOSAL FORM, PAGE 2 OF 4 **ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER:** (if available) HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED, ENJOINED, OR SUSPENDED FROM SUBMITTING PROPOSALS TO YES NO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS? OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: **NEITHER:** THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING: THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT: HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF

ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED):	_ TITLE:	
E-MAIL ADDRESS:	TEL. NO.:	

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

No, the proposal that I have submitted does not contain any trade secrets and/or proprietary
information.

Yes,	the	proposal	that	I have	submitted	<u>does</u>	contain	trade	secrets	and/or	proprietary
infor	mati	on									

PROPOSAL FORM, PAGE 3 OF 4 If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials: State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary: If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law. CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 et seq.) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 et seg.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME:		 	
ADDRESS:			
E-MAIL:		 	
OFFEROR'S PRINTED N	NAME:		

CONFLICT OF INTEREST STATEMENT

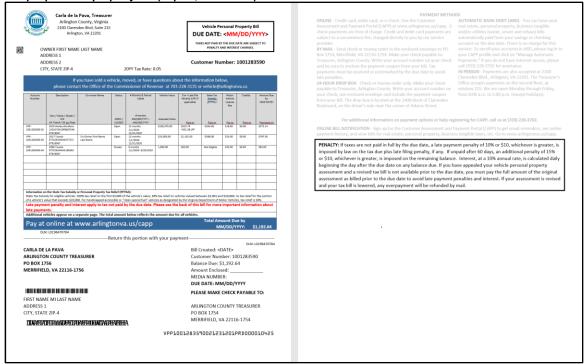
I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 23-TRS-RFP-286, and on behalf of the Offeror certify that:

- 1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
- if the Offeror is awarded a contract under this solicitation and during the term of that contract
 prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror
 must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose
 to any potential bidder or offeror information concerning the procurement that is not available
 to the public.
- 3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

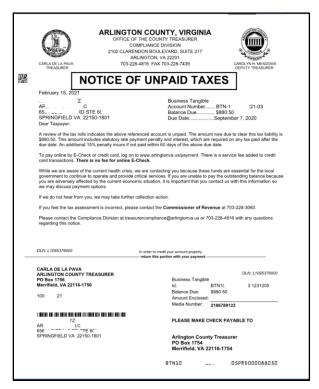
OFFEROR'S NAME:	_
SIGNED BY:	_
PRINTED NAME/TITLE:	_
DATE:	
NOTARY STATEMENT	
COMMONWEALTH OF VIRGINIA/STATE OF)	
CITY/COUNTY OF) to wit:	
personally appeared b, 20 the undersigned a Notary Public in and for the, known to me (or satisfactorily proven) subscribed to within the instrument as an agent of the Offeror and executed the same for the purposes therein contained.	ne State and County of aforesaid, to be the person whose name is I acknowledged that he/she has
(Seal)	
Notary registration number: My commission expires:	

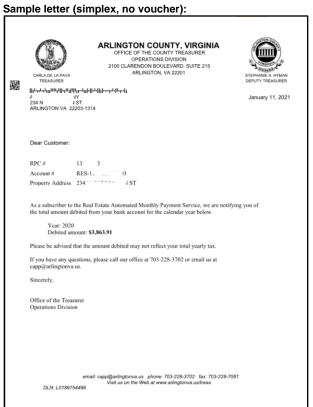
ATTACHMENT A SAMPLE DOCUMENTS

Sample personal property bill (duplex, w/voucher):

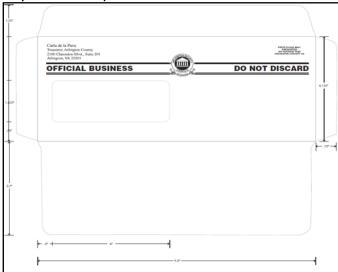


Sample Delinquent Notice (simplex, w/voucher):





Sample outer envelope:



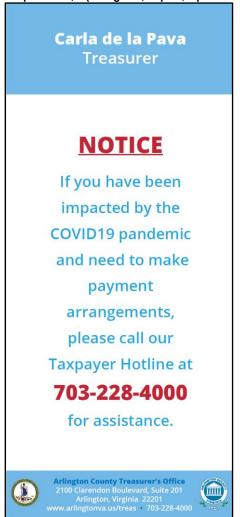
Sample remit envelope w/window:



Sample remit envelope, no window:



Sample Insert, 1 (80lb gloss, duplex, 3 per sheet):



Sample Insert, 2 (60lb, duplex, 8.5"x11"):



ARLINGTON COUNTY, VIRGINIA

OFFICE OF THE COUNTY TREASURER 2100 CLARENDON BLVD., SUITE 201 ARLINGTON, VIRGINIA 22201-0530



May 8, 2020

These are difficult times. COVID-19 has changed our world, our community, our families, our neighbors, our busi No one is immune to the crisis.

Because so many Arlingtonians are facing financial hardship, my job in a difficult one right now. As your Treasur my dury to collect taxes and other County evenues. The critical services Arlingtonians rely on from our County government are dependent on those taxes and revenues – now more than even.

The Treasurer's Office can help. We are offering aid through our Tappyer Assistance Program (TAP) to those taspayers facing financial difficulties. Handreds of your neighbors have used our pre-approved TAP loans to meet their tax obligations in pact years, and we help better transy more usile use this service now, when they never need it. TAP's an interest free loan that you pay back in six to ten monthly installment. If you are unable to pay your real extent castle taxes, we recoverage you to payle for a TAP loans. More information on the program can be found on the back of this latter and on

Another option that can help people in our community in the Real Estate Tax Relief Program for the elderly and disabled, administrated by the Department of Human Services. The application deadline is November 15, 2020, but it is best to subset your application in early as possible, even if you do not yet have all the required documentation. More information on this program is also on the back of this letter.

Additionally, I encourage you to enroll in our newly updated Customer Assessment and Payment Portal (CAPP). With CAPP, you can pay tawn, stilling, and parking tickets, an well an view all your accounts and needed enrall needed about billing value what are due. If you already have a CAPP account, consider enrolling in Asteroital fash Debl (ADDI, You can have your need estate tap paid from your bank account —either in two equal installments on the tax due distance in realler, monthly installments throughout they your. Making payments via CAPP in one important than ever right now. We are striving to keep our staff and community safe, and avoiding paper transactions will help.

I have been proud to call Arlington my home for more than 30 years, but I have never been prouder of my common than I are right now. To witness people working together and supporting each other in these unprecedented time

Carla delatava

2020 REAL ESTATE TAX INFORMATION

REAL ESTATE TAX RELIEF: The Arington County Real Estate Tax Relief Program is for qualified Arington homeo-mens who are age 65 or older or permanently and totally disablest, and who meet the income and asset guidelines. The program provides help to eligible homeo-men by reducing their real settles face through exemptions and deferring.

gible homeowners may qualify for an exemption, partial exemption, and/or defense of their real estate taxes, based on household income a sease. For any levie of exemption, the maximum allowable income level is \$52,000, with a maximum allowable asset level (excluding homeographic of the defense). The resimilar allowable income level is \$102,000, with a maximum allowable asset level recoluding the real of \$500,000. Anyone who qualifies for a partial exemption may choose to defer, rather than pay, the non-exempted tax. Defender asset also accorded use when the property inchange conversion, howeverber 15, 2000 in the application and evertication fingle deciding for fixed late. Tax fixed for 2000, however, it is best to submit your application as early as possible, even if you do not yet have all required finations. Late applications may be accorded in certain hardship studions.

ion, viet us online at: <u>motivarilingspritatus</u>
DEPARTMENT OF HUMAN SERVICES
REAL ESTATE TAX RELIEF
2100 Washington Sivd., 3rd Floor
Arlington, Vilginia 22204
703-226-1350

TAXPAYER Assistance Program (TAP): TAP helps Arlingtonians meet their tax obligations with pre-approved short-term loans to cover their tax bills. For more information about this program visit our website at <a href="https://linear.org/linear

Seav UP For Bill PAYER NOTIFICATION: Receive email reminders, view online payment history, and view bills for real estate tares and personal property taxes. Go to the Customer Assessment and Payment Portal (CAPP) at www.artinotomes.us/capp.

AUTOMATIC BANK DEBY (ABD): You can have your real estate, personal property, business tangible and/or utilities (valer, sever and refuse) bills pade automatically from your checking or servings account on the due date. Real Estate issues can be pad brice a year or in monthly installments. There is no charge for this service. To join, style opinite to CPPP it was implications success, plant entitle 1840.

Please Call 703/220/0702 if you need assistance better	en euro anni anni euro poni, n	money consign record (encept records)					
Complete this form and enciose it with your payment. The Artisplan County Treasurer's Office will forward this information to the Artisplan County Government Department of the State Assessments (DREA). You may use the County Government of the Department of the State Assessments (DREA). You may use the County Government of the Assessments (DREA). You may use the County of the Assessments (DREA) and the County of the County of the Assessments (DREA). When the County of the Assessments (DREA) and the County of the Cou							
Name as it appears on the tax bill:							
Real Property Code Number (RPC):							
Property Address:							
City;	State:	Zip:					
New Mailing Address:							
City: State: Zip:							
Print Your Name:	тт	tie:					
Signature:		Date:					
Phone Number:	Alternate Phone I	Number:					
Note: If change of mailing address request is being submisted by anyone other than the legal owner of the property, it must be accomplished by a Littler of Authorization which must: Sentity the owner of record and RPC							

Sample insert 3 (60lb, simplex, 3 per page)

CHANGE OF OWNERS MAILING ADDRESS

Complete this form and enclose it with your payment. The Arlington County Treasurer's Office will forward this information to the Arlington County Government Department of Real Estate Assessments (DREA)
You may also change your address colline a http://nopics.arlington.ass/RealEstate/.
IT IS THE RESPONSIBILITY OF THE TAXPAYER TO FOLLOW UP WITH THE DEPT OF REAL ESTATE ASSESSMENT REGARDING THESE CHANGES

Name as it appears on Tax Bill: Real Property Code No. (RPC):__

Property Address: State: Zip Code: Change Mailing Address To:

City:____ Print Your Name: _State: ____ Zip Code: ____ Title: Date: Signature:

Tel. No.(Home):