



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

CONTRACT AWARD COVERPAGE

TO: MATRIX IMAGING SOLUTIONS, LLC
d.b.a. DataProse, LLC
1122 W Bethel Road
Coppell, Texas 75019

DATE ISSUED: December 13, 2023

CONTRACT NO: 23-DES-ITB-596

CONTRACT TITLE: Bill Printing Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DES-ITB-596 including any attachments or amendments thereto.

EFFECTIVE DATE: January 1, 2024

EXPIRES: December 31, 2024

RENEWALS: THIS IS THE 1st YEAR AWARD NOTICE OF A POSSIBLE 5-YEAR CONTRACT.

COMMODITY CODE(S): 96631,96616,96625,96676

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 23-DES-ITB-596

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Harry Vasquez

VENDOR TEL. NO.: (713) 320-9956

EMAIL ADDRESS: hvasquez@dataprose.com

COUNTY CONTACT: Alin Brasov (DES)

COUNTY TEL. NO.: (703) 228-6508

COUNTY CONTACT EMAIL: abrasov@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title Procurement Officer

Date December 13, 2023



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

AGREEMENT NO. 23-DES-ITB-596

THIS AGREEMENT is made, on 12/13/2023, between **Matrix Imaging Solutions, LLC. D.b.a. DataProse, LLC**, 1122 W Bethel Road, Coppell, Texas 75019 (“Contractor”) a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of this Agreement, the bid of the successful Bidder (hereinafter “Contractor”), and Arlington County (hereinafter “County”) Invitation to Bid No. 23-DES-ITB-596.

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 provide the goods described in the Contract Documents (the “Work”), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work is to provide bill printing services that meet our quality standards and include electronic receipt of our bill files, bill formatting, printing, inserting, sorting and tracking. It will be the Contractor’s responsibility, at its sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods 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.

4. CONTRACT TERM

Time is of the essence. The Work will commence on January 1, 2024 and must be completed no later than December 31, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four additional 12-month periods, from January 1, 2025 to December 31, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 23-DES-ITB-596 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until December 31, 2024 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

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 45 days after receipt of an invoice for completed work or goods that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

8. 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.

9. NO WAIVER OF RIGHTS

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

10. 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 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.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items 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 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 covered by this Contract. The items 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 through those contract(s).

12. 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 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.

13. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its discretion before accepting them.

The Contractor warrants that it has good title to, and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

15. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

16. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

17. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

18. FAILURE TO DELIVER

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and

administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

19. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

20. 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.

21. 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.

22. 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.

23. *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.

24. 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. Termination for Breach or Default. 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.

25. INDEMNIFICATION

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.

26. 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.

27. COPYRIGHT

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.

28. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

29. 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 bid 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. AUDIT

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.

36. 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.

37. AMENDMENTS

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

38. 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.

39. 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.

40. 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.

41. ARBITRATION

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

42. 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.

43. 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.

44. 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.

45. 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.

46. 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; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

47. 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.

48. 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.

49. 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:

Harry Vasquez
1122 W Bethel Road, Suite 100
Coppell, TX 750109
Phone : (313) 600-6602
Email : hvasquez@dataprose.com

TO THE COUNTY:

Alin Brasov, Project Officer
Arlington County Government
[4200 28th Street, S. Arlington, VA 22206](mailto:abrasov@arlingtonva.us)
Phone: (703)228-6508
Email: abrasov@arlingtonva.us

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):

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

50. 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.

51. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

52. 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. Workers Compensation - 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. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 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. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – 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.
- e. Cancellation - 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.
- f. Claims-Made Coverage - 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.
- g. 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.

56. COUNTERPARTS

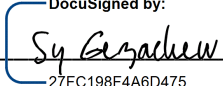
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or

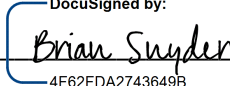
other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MATRIX IMAGING SOLUTIONS, LLC. D.B.A.
DATAPROSE, LLC

AUTHORIZED SIGNATURE:  DocuSigned by:
27FC198F4A6D475...
NAME: Sy Gezachew
TITLE: PROCUREMENT OFFICER
DATE: 12/13/2023

AUTHORIZED SIGNATURE:  DocuSigned by:
4F62FDA2743649B...
NAME: Brian Snyder
TITLE: CSO
DATE: 11/27/2023



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

INVITATION TO BID NO. 23-DES-ITB-596

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 2:30 P.M. ON THE 22ND DAY OF JUNE 2023.

FOR THE PROVISION OF BILL PRINTING SERVICES

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

The County will conduct a virtual bid opening via Microsoft Teams Application (APP). Bidders interested in viewing the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the virtual bid opening is provided below:

[Join Microsoft Teams Meeting](#)
+1 347-973-6905 United States, New York City (Toll)
Conference ID: 514 159 563#

PREBID CONFERENCE

A virtual prebid conference will be held at 10:00 a.m., May 31, 2023 on Microsoft Teams to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the [following link](#) or join by dialing +1 347-973-6905 and enter Conference ID 685 893 713#. ATTENDANCE AT THE PREBID CONFERENCE IS OPTIONAL. Minutes of the prebid conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Bidders are, however, urged to attend.

NOTICE: ANY BIDDER 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 BEFORE CONTRACT AWARD (REFER TO THE "AUTHORITY TO TRANSACT BUSINESS" SECTION IN THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any, and all bids, cancel this solicitation and waive any informalities or irregularities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

Sy Gezachew
Procurement Officer
sgezachew@arlingtonva.us

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I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

BIDDERS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS INVITATION TO BID.

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 **ITB No. 23-DES-ITB-596**. Prior to the award of a contract resulting from this solicitation, bidders 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 JUNE 2, 2023 AT 5:00 PM EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Bidders 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.

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

Reasonable grounds for believing that a Bidder is interested in more than one bid for a solicitation, including both as a Bidder and as a subcontractor for another Bidder, or that collusion exists between two or more Bidders, will result in rejection of all affected bids. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Bidders' bids. Bidders rejected for this reason will also be rejected if they respond to a re-solicitation for the same work.

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a Bidder submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid 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 Bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

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

5. AUTHORITY TO TRANSACT BUSINESS

Any Bidder 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 Bidder by the Virginia State Corporation Commission must be included on the Bid Form. Any Bidder that is not required to be authorized to transact business in the Commonwealth must include in its bid a statement describing why the Bidder is not required to be so authorized. The County may require a Bidder 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 a Bidder to provide such documentation will be a ground for rejection of the bid or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

The County reserves the right to waive this requirement at any time, for any reason.

6. ARLINGTON COUNTY BUSINESS LICENSES

The successful Bidder 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 business@arlingtonva.us.

7. 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 during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County has for the period of the contract, and the County is under no obligation to buy the estimated quantity, 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 than estimated, and any such additional quantities will not give rise to any claim for compensation over the unit prices and/or rates specified in the contract.

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

8. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid 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 bids after the close date and time. The County will not accept emailed or faxed bid

The Bidder name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID 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 Bidder. The Vendor Registry System will not accept applications after the publicly posted date and time. A bid may be rejected if the Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

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

9. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission (SCC), if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission. Entry of a Bidder's SCC number may be required at Vendor Registration.

10. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

11. USE OF BRAND NAMES/ "OR EQUIVALENT" BID

Unless identified as a "No Equivalent" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. When a brand name is specified and followed by the phrase "or approved equal," the brand name product may be substituted if a suitable equivalent considering quality, workmanship, economy of operation, and suitability for the intended use, is accepted by the County Purchasing Agent.

The County may accept any equivalent item(s) that it considers suitable for the intended use.

For those items not identified as "No Equivalent", and followed by the phrase "or approved equal," the County has established the following procedure for determining the equivalency of a particular item:

Bidder Submission of Proposed Equivalent Item(s):

- 1) Bidder shall submit to the County its proposed item(s) for determination of their equivalency to the Brand Name(s) specified.
- 2) Each proposed item must be described on a separate page, indicating the appropriate specification section number, product or fabrication or installation method to be replaced, and specifics of the proposed item. Attach any technical information, photographs, brochures and the relevant data listed below that supports the proposed item and will permit the County to fairly determine acceptability of the item proposed:
 - a. Reasons why the specified product cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the product specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - g. Statement of impact. If specified product or method cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - h. Cost information.
 - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- 3) The County will consider factors such as relative costs, equivalency of features, serviceability, the design of the item proposed, and/or pertinent performance factors as provided in the project technical specifications.
 - 4) All pages of the submission shall be marked with the name, address and contact information of the Bidder, and sent via email to the Office of the Purchasing Agent to **arrive prior to the question deadline established in Section I., Paragraph I. QUESTIONS AND ADDENDA**. E-mail transmittals will be accepted at sgezachew@arlingtonva.us.
 - 5) Items not submitted for review as approved equals during the bidding period may be approved during contract period at the sole discretion of the County Project Officer. If the Project Officer rejects such submission, the Contractor shall provide items specified in the Contract Documents.

County Review of Proposed Equivalent Item(s):

- 1) Approved item(s) will be added to the solicitation, in the form of an Addendum to the solicitation, and forwarded to all bidders of record.
- 2) Bidders whose item(s) have not been approved will be so advised in writing simultaneously with the issuance of the Addendum.

12. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

If a bid contains exceptions to the solicitation or alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The County reserves the right to permit a Bidder to withdraw such exceptions or nonconforming terms and conditions from its bid prior to the County's determination of nonresponsiveness.

13. DISCOUNTS

Discounts for the County's on-time payment of invoices are allowed, but the County will not consider the discount when evaluating bid prices or awarding the contract.

Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid but will not be considered by Arlington County when evaluating bid prices or when making an award.

14. NEW MATERIAL

Unless otherwise provided for in this solicitation, all goods, materials, supplies, or components offered to the County under this bid solicitation must be new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If a bidder believes that furnishing used or reconditioned goods, materials, supplies or components will be in the County's interest, the bidder shall notify the County Purchasing Agent in writing no later than fifteen (15) calendar days prior to the date set for opening of bids. The notice shall include the reasons for the request and any benefits which may accrue to the County if the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components.

15. PURCHASE OF THE UNITED STATES OR COMMONWEALTH FLAG FOR PUBLIC USE

Whenever a purchase of a flag of the United States or a flag of the Commonwealth is made for public use, the Bidder shall ensure such flag shall be made in the United States from articles, materials, or supplies that are grown, produced, and manufactured in the United States, if available.

16. BIDDERS' RESPONSIBILITY TO INVESTIGATE

Before submitting a bid, each Bidder 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 Bidder will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Bidder 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 Bidder.

17. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

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

18. QUALIFICATION OF BIDDERS

The Purchasing Agent may require a Bidder to demonstrate that it has the necessary facilities, ability and financial resources to furnish the materials or goods specified herein. A Bidder may also be required to provide past history and references.

- a. Bidders shall have ten (10) years of experience as the prime contractor rendering services similar to scope and requirements of this solicitation.
- b. Bidders shall have a dedicated facility and the plant equipment needed to perform the services required under this solicitation. The County reserves the right to visit and inspect Bidders' facilities and premises prior to finalization of decision to award to ascertain that the Bidder has the facility and equipment needed, under this solicitation.

19. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive.

20. BID WITHDRAWAL PRIOR TO BID OPENING

The Bidder may withdraw a bid from Vendor Registry before the opening date and time. It is the sole responsibility of the Bidder to remove and/or resubmit a bid before the bid deadline.

21. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give an electronic written notice to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

22. METHOD OF AWARD

The County will award the contract to the lowest responsive and responsible Bidder determined by the lowest Total Cost on the Bid Form. Bidders must provide cost for all items.

23. INFORMALITIES

The County reserves the right to waive minor defects or variations from the exact requirements of the solicitation that do not affect the price, quality, quantity, or delivery schedule. If insufficient information is submitted for Arlington County to properly evaluate a quote or a Bidder the County may request such additional information after quote opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

24. INSURANCE REQUIREMENTS

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the Procurement Officer during the question and answer period of the ITB to allow consideration and the posting of an addendum. If the County permits alternate coverage, an addendum to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

25. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#).

26. EXPENSES INCURRED IN PREPARING BID

The Bidder is responsible for all expenses related to its bid.

27. RIDER CLAUSE

The Bidder 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.

28. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent low bidder to obtain an acceptable price. Negotiations with the apparent low bidder may involve discussions of reduction of quantity, quality, or other cost saving mechanisms. The final negotiated contract shall be subject to final approval of the County, in its sole discretion.

29. ELECTRONIC SIGNATURE

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

II. BACKGROUND

Arlington County, VA, Department of Environmental Services, Customer Services Office, located at 2020 N. 14th St., Suite 500, Arlington, VA 22201 provides, billing for water, sewer, and refuse, among other services to approximately 38,000 customers. Our customer base is composed of residential, commercial and multifamily customers. Our residential customers, who make up most of our customers, receive a quarterly bill. For operational efficiency we bill approximately 1/3 of our residential customers each month. Our commercial and multifamily customers receive a bill each month. Depending on the month, our regular monthly bill is sent to between 11,000-14,000 customers. During the term of the Contract, the County may move all of its customers to a monthly billing cycle.

In addition to our regular monthly bill, we generate a smaller number of bill notifications that are distributed at different times throughout each month. These bill notifications include delinquency and collections notices, new account and final account letters and other targeted circulars relating to customer programs and events. Depending on the job size, some of these smaller jobs are completed in-house. In total, we send out just under 200,000 bills annually. Our regular monthly bill file is produced after business hours and billing data files are available for transmission to our bill print vendor the next business day. Arlington County bill payments are received directly by the Arlington County Treasurer, or its processing vendor. Printed bills must meet or exceed the specifications of both the County and the Arlington County Treasurer.

Arlington County is seeking to obtain bill printing services that meet our quality standards and include electronic receipt of our bill files, bill formatting, printing, inserting, sorting and tracking. The Contractor shall provide a working pre-production model for both billing statements and delinquent notices which fulfills the scope of work outlined in this solicitation, within sixty (60) days following award of this Contract by the County. Refer to the sample bills at the end of the document.

III. SCOPE OF WORK

1. PRINTING

The Contractor shall provide bill printing services which shall include customized programming for variable bill data, to format and print billing statements and delinquent notices. The Contractor shall provide access to archival files of all bills. The Contractor shall provide access to PDF Images of bills with an accompanying index file by customer account number if applicable. Contractor must also be able to provide access to outbound mailing records and access to the USPS national change of address database.

As part of a working pre-production model, the Contractor shall provide billing statements and delinquent notices for testing by the County and the County's bill processing vendor to review accuracy of OCR scan line used for remittance processing. Paper perforations and scan lines are needed for bill processing and must meet the Arlington County Treasurer's requirements for payment processing. The County will provide test data files for both statements and delinquent notices. Upon validation by the County of the accuracy of the system's performance, the County will schedule commencement of production runs with the vendor.

The County may run additional testing to verify accuracy of our billing process when County utilities billing systems are modified or when any modifications to the bill are submitted to Contractor. In addition to the above services, the Contractor shall provide all required paper stock and colored paper needed for bill statements and delinquency notices, optional inserts, and the mailing and return envelopes meeting the specifications below.

Note: Sample copies of current bill and delinquency notice formats can be found at the end of the solicitation documents.

2. ELECTRONIC BILL IMAGES

The Contractor shall transfer, or have available for review, electronic copies of the bills to County for final approval at no additional cost to the County.

3. MAILING

The Contractor shall include Coding Accuracy Support System (CASS) certification of each billing, utilization of in-house postal software to process and sort, bar code, or any future specifications required by the US Postal Service to maintain the lowest possible rate for first class mail.

- a. The mail is to be delivered to the US Post Office by 5 p.m. on the same business day of receipt of electronic files before 10:00 a.m. EST for cycle bills and before 12:00 EST for delinquent notices.
 - b. The Contractor shall comply with the requirements of CASS certification for each bill file to reduce postage costs. A copy of the exception report of addresses unable to be processed shall be submitted to the County for review to enable County to update our database if applicable. No bills will be held due to lack of ability to CASS certify an address.
 - c. The Contractor shall comply with the requirements of the USPS Intelligent Mail Barcode¹ to obtain the lowest postage rate possible.
 - d. The Contractor shall comply with the latest United States Postal Service publications for mail preparation (coding and sorting). The vendor must notify the County of any procedural changes which may impact any mailing under this contract.
 - e. The Contractor shall use USPS Ancillary Endorsement for "Address Service Requested." Ancillary Service Endorsements allow the sender to obtain the addressee's new (forwarding) address (provided the appropriate endorsement is used and if the addressee filed a Change-of-Address Order with the Postal Service) or the reason for non-delivery.
 - f. The Contractor shall provide a postage report with a count of the number of bills sent, inserts processed and verifying each piece of mail has been dispatched from a US Postal Services postal location. All invoiced postage cost to County shall reconcile with reports for each mailing.
4. BILL INSERTS
- Folding and stuffing capabilities shall include flexible bill inserting by customer and/or location categories. Identification codes are contained in the billing data files.
5. TECHNICAL SPECIFICATIONS
- a. Software Platform
- Arlington County utilizes proprietary billing software (Cayenta Utilities CAYPROD v793.017 or better) by Harris Computer, Ontario, Canada, to manage customer billing.

¹ <https://pe.usps.com/text/DMM300/204.htm?q=Barcode++&h=Barcode&t=H&s=R&p=1&c=DMM>

The County utilizes a custom modified billing data file created by Cayenta that includes specialized data fields to meet County requirements that are not available in its base program billing files. In conjunction with our custom billing file, we use up to 12 other billing data files to extract additional account specific information for inclusion on the bill. Development of the bill print programs for billing statements and delinquent notices by the vendor will include working with the Utilities Billing Manager, Kenesha Guns, KGuns@arlingtonva.us, to receive the file layouts and required variable bill print definitions and data standards and conditions for the design. Currently, the output files are exported from Cayenta using Cognos into Adobe PDF for electronic transmission. The same files are used for all billing statements including cycle, final, corrected, off-cycle billings, delinquent, and cutoff notices.

Current bill formats in use now are included at the end of this document.

- i. CYCLE BILLS: Monthly cycle bill batches are approximately 13,500, 15,500, or 14,500 statements per month depending on the segment of residential customers being billed. Based on a fixed billing schedule, cycle bills are generated once a month, usually before the 10th day of the month. County Agency accounts are excluded from the County's custom data file only and shall not receive a bill.
 - ii. FINAL BILLS: Final bill batches are generated as required, which may be weekly or bi-weekly depending on the season. Batch size can range from approximately 150 to 500 records. The custom bill file includes an additional record for printing a copy of the final bill to the property owner if the account being finalized is held by a tenant.
 - iii. OFF-CYCLE BILLS: All off-cycle bill batches are generated as needed, which typically results in 2-6 files sent a month. Batch size is variable.
 - iv. DELINQUENT BILLS: Delinquent notices are generated regularly throughout each month, based on a fixed billing schedule, typically between the 8th and 15th of the month. Batch sizes is variable and can range from 200 to 2,000 notices. The file will include records for those accounts that have a third-party associated with the account.
- b. File Transfer Protocol

The Contractor shall provide a secure method of file transmission that provides notification of successful transmission to the County. The vendor will typically receive the billing files between 7:30 a.m. and 12:00 p.m. EST.

c. Paper and Print Quality and Requirements

High speed laser printing in two colors (black and one "highlight" color) shall be required. Black color laser printing shall be done on all forms. Official County colors are to be consistent with County requirements. A table of the County's current color requirements is attached with this ITB. The County may require a "highlight" color be used to emphasize specific printed content on regular (cycle, final, off-cycle and corrected) bill and/or delinquent notices. The County may choose not to utilize a "highlight" color on these forms.

d. Mailing and Return Envelopes

The windows on the mailing envelope shall be located so that the County's return address and customer mailing address printed on the billing statement or delinquency notices are visible.

The window on the return envelope shall be located so that the remittance address printed on the payment coupon inserted into the return envelope is visible.

e. Remittance Coupon

The remittance coupon shall be at bottom of billing form. The perforation on the billing form shall be placed 3 ½" from bottom of billing statement or delinquency notice to allow inserting of payment coupon into a single-window envelope.

The remittance coupon features shall include an OCR scan line and keying line. The scan line location and format must meet the automated processing requirements of the bank designated by the County and further specifications will be made available to awardee.

The Contractor shall have the ability to transition to a barcode scan line should the County require this in the future.

f. Printing and Inserting Flyers

i. The County may require that Contractor insert various flyers and inserts with the statements. The quantity of these inserts will be in the same proportion with the number of records for the billing classification requested.

ii. The County may require the Contractor to print and fold these inserts and flyers. If such printing is requested by the County, the Contractor will be supplied with

the electronic files for the material. At the election of the County, the electronic files shall be in Microsoft Office, Adobe PDF, JPG, Indesign, Illustrator or like-kind electronic format.

g. US Postal Services

- i. All bills shall be sent to each customer's billing address, using the delivery services of the US Postal Service. All pieces of mail are to be sent first-class and the cost of which will be passed through to the County at the bulk rates set by the US Postal Service.
- ii. The Contractor shall identify in the space provided on the Bid Form the location of the US Postal Service facility to which the vendor shall deliver the County's bills for mailing.
- iii. Changes in the US Postal Services office by the Contractor during the Contract Term shall be subject to approval by the County.
- iv. The Contractor shall notify the County of any problems with US Postal Service for the County mailing.

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS



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

AGREEMENT NO. 23-DES-ITB-596

THIS AGREEMENT is made, on _____, between Contractor's name,
Contractor's address ("Contractor") a name of state type of entity
authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County,
Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as
follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, the bid of the successful Bidder (hereinafter
"Contractor"), and Arlington County (hereinafter "County") Invitation to Bid No. 23-DES-ITB-596.

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 provide the goods described in the Contract Documents (the "Work"), more
particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the
Work is to provide bill printing services that meet our quality standards and include electronic
receipt of our bill files, bill formatting, printing, inserting, sorting and tracking. It will be the
Contractor's responsibility, at its sole cost, to provide the specific goods set forth in the Contract
Documents and sufficient goods 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.

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed no later than _____20____ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than _____ additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 23-DES-ITB-596 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal

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 45 days after receipt of an invoice for completed work or goods that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices.

8. 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.

9. NO WAIVER OF RIGHTS

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

10. 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 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.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items 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 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 covered by this Contract. The items 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 through those contract(s).

12. 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 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.

13. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to, and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

15. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

16. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

17. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

18. FAILURE TO DELIVER

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and

administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

19. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

20. 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.

21. 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.

22. 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.

23. *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.

24. 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. Termination for Breach or Default. 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.

25. INDEMNIFICATION

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.

26. 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.

27. COPYRIGHT

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.

28. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

29. 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 bid 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. AUDIT

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.

36. 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.

37. AMENDMENTS

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

38. 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.

39. 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.

40. 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.

41. ARBITRATION

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

42. 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.

43. 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.

44. 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.

45. 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.

46. 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; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

47. 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.

48. 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.

49. 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):

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

50. 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.

51. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

52. 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. Workers Compensation - 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. Commercial General Liability - \$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. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).

- d. Additional Insured – 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.
- e. Cancellation - 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.
- f. Claims-Made Coverage - 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.
- g. 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.

56. 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 B

CONTRACTOR PERFORMANCE EVALUATION FORM

ARLINGTON COUNTY GOVERNMENT

Contractor Performance Evaluation Form

Contractor Name: _____ Contract No.: _____

Date: _____ Project/Contract Name: _____

Interim Evaluation _____ Final Evaluation _____

Scope of Work/Services Provided:

Contract Start Date: ___/___/___ Contract End Date: ___/___/___ Actual Completion Date: ___/___/___

Please rate the effectiveness of the Contractor’s performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below “satisfactory” or an “excellent” in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor’s workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

2. Problem Solving and Decision Making

Rate the Contractor’s ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

12. Level of Overall Performance

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

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 opportunity 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).

<p>Unacceptable</p>	<p>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.</p>	<p>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).</p>
<p>Not Applicable (N/A)</p>	<p>N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.</p>	

END

IV. ATTACHMENTS AND FORMS

Colors Per AcCommons LOGO PAGE

PRIMARY PALETTE	CODES
DARK BLUE	CMYK: 100, 75, 31, 14 RGB: 0, 72, 118 HEX: #004876
LIGHT BLUE	CMYK: 91, 63, 20, 4 RGB: 35, 96, 146 HEX: #236092
SECONDARY PALETTE	
FOREST GREEN	CMYK: 74, 29, 100, 14 RGB: 75, 127, 25 HEX: #4b7f19
VIOLET	CMYK: 61, 100, 19, 6 RGB: 124, 8, 119 HEX: #7c0877
CHERRY BLOSSOM	CMYK: 15, 100, 51, 6 RGB: 199, 0, 70 HEX: #c70046
YAM	CMYK: 22, 73, 100, 12 RGB: 180, 86, 0 HEX: #b45600
OCEAN	CMYK: 100, 24, 45, 8 RGB: 0, 122, 142 HEX: #007a8e
MANGO	CMYK: 0, 33, 96, 0 RGB: 252, 179, 34 HEX: #fcb322

[County Logo \(sharepoint.com\)](http://sharepoint.com)

Sample Bills – Commence on the next page

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****BANK DRAFT - PLEASE DO NOT PAY****



Arlington County
 Utilities Services Office
 PO Box 1752
 Merrifield, VA, 22116-1752

Account Statement

ACCOUNT INFORMATION

ACCOUNT NUMBER:
 CUSTOMER NAME:
 SERVICE ADDRESS:
 ACCOUNT CLASS: Residential
 BILLING DATE: 12/09/22
 LATE AFTER: 01/09/23

CURRENT METER INFORMATION

Service Period	Meter	# Days	Current Read	Previous Read	Consumption (Thou. Gal.)
06/09/22-11/07/22	35283936	91	278	278	0

ACCOUNT ACTIVITY

LAST BILL 24.31
 TOTAL PAID SINCE LAST BILL -24.31
 LATE FEE/ADJUSTMENTS/REFUNDS 0.00

PREVIOUS BALANCE 0.00

NEW CHARGES

WATER BASE CHARGE 13.72
 WATER TIER 1 - 0 TGAL @ 3.98 0.00
 SEWER BASE CHARGE 11.08
 SEWER - 0 TGAL @ 9.61 0.00
TOTAL NEW CHARGES 24.78

ACCOUNT BALANCE

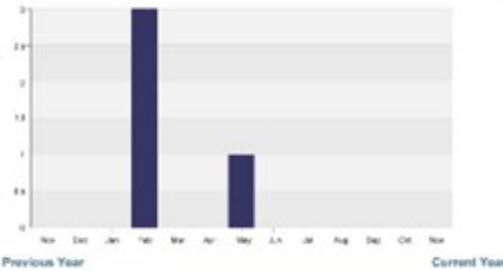
CHARGES DUE NOW 24.78

Payable within 30 days after bill date or 6% late fee added.

PLEASE SEE REVERSE SIDE FOR OTHER IMPORTANT INFORMATION

Billing Inquiries: Customer Service (703) 228-5000
 Website: www.arlingtonva.us/Government/Programs/Water-Utilities
 • Pay by Phone: 1-866-272-9829 (code 1000) Normal fee applies.
 • On-line Payment Options: www.arlingtonva.us/HOME
 • Please allow 7-10 days for mailing and processing for your payment to be credited to your account.

YOUR BILLED CONSUMPTION (IN THOUSAND GALLONS)



SPECIAL MESSAGE

Protect our environment and switch to paperless billing. Paperless billing in Arlington helps you go green, save time, and even save energy. Contact our Customer Call Center at 703-228-5000 for more information and sign up today.

AUTOMATED BANK DEBIT NOTICE

THIS IS NOT A BILL. DO NOT MAIL OR PAY AT A BANK. AMOUNT DUE WILL BE AUTOMATICALLY DEDUCTED FROM YOUR BANK ACCOUNT ON 12/27/22

**** BANK DRAFT****

DO NOT PAY - PLEASE RETAIN THIS STUB FOR YOUR RECORDS

Utilities Payment Coupon

ACCOUNT INFORMATION

ACCOUNT NUMBER:
 CUSTOMER NAME:
 SERVICE ADDRESS:
 BILLING DATE:

LATE AFTER: 01/09/23

AMOUNT DUE

CHARGES DUE NOW 24.78

AMOUNT ENCLOSED

REMIT PAYMENT TO:

ARLINGTON COUNTY TREASURER
 PO BOX 1752
 MERRIFIELD, VA 22116-1752

UT1956211039949000002478

GENERAL INFORMATION

RATES AND FEES

Water and sewer billings are based on each account's designated customer class, which are: Residential, Commercial and Multifamily. All customer classes receive base charges that appears on each regular bill. Residential accounts are billed quarterly. Commercial and Multifamily accounts are billed monthly.

Water and Sewer charges for all customer classes are calculated from metered water consumption.

Service Period is the time between water meter reads. Water meter reads are used to calculate your volumetric rates and other daily charges, including base charges and the Household Solid Waste Rate for residential customers.

Residential water rates are broken into 2 Tiers, with one rate being charged for Tier 1 - up to 9,000 Gallons of water consumption. A higher rate is charged for Tier 2 – consumption that exceeds 9,000 Gallons of water consumption.

Residential sewer charges are fixed each year, based on residential customers' wintertime water consumption. This Seasonal Sewer Adjustment is recalculated each year during your winter bill period and applies to your 3 other quarterly bills.

Late Fees: A late fee of 6 percent will be imposed on balances that remain outstanding for more than 30 days from the date of this bill.

Connection Fee: The connection fee for water service is \$25.

Returned Check: Customers are charged \$50 for any check returned for non-payment.

Household Solid Waste Rates are charges for the County's collection and disposal of trash, recyclable materials and yard trimmings. All single-family dwellings and townhomes must pay for these services. This annual charge is billed quarterly. More information about trash and recycling services is available at <https://www.arlingtonva.us/Government/Programs/Recycling-and-Trash>.

More information about current water, sewer and refuse rates is at <https://www.arlingtonva.us/Government/Programs/Water-Utilities/Customer-Service/Rates>.

BILLING, PAYMENT AND CUSTOMER SERVICE

Online Account: Customers can review bills, consumption information and opt in for paperless billing by registering for an online account at <https://myutilities.arlingtonva.us/css/public/login/form>.

Payment Options: All payments are made through the County Treasurer's Office. More information about payment options is available on the front side of this bill.

Automated bank debit payments are available for County utilities customers. Visit www.arlingtonva.us/treas or call 703-228-3090 for details.

CUSTOMER SERVICES

Call the Customer Contact Center at 703-228-5000 or email DESContactCenter@arlingtonva.us for any questions about services and billing.

WRITTEN CORRESPONDENCE

Do not include written correspondence with payments.

Mail or deliver correspondence to:
Utilities Services Office
2020 N 14th St., Suite 500
Arlington, VA 22201

Payments may be hand-delivered to:
Treasurer's Office
2100 Clarendon Blvd., Suite 215
Arlington, VA 22201

If you're experiencing a water or sewer emergency, please call our 24-hour hotline at 703-228-6555.



Arlington County
 Utilities Services Office
 PO Box 1752
 Merrifield, VA, 22116-1752

Account Statement

ACCOUNT INFORMATION

ACCOUNT NUMBER:
 CUSTOMER NAME:
 SERVICE ADDRESS:
 ACCOUNT CLASS: Residential
 BILLING DATE: 12/09/22
 LATE AFTER: 01/09/23

CURRENT METER INFORMATION

Service Period	Meter	# Days	Current Read	Previous Read	Consumption (Thou Gal.)
08/11/22-11/07/22	22161902	89	511	505	6

ACCOUNT ACTIVITY

LAST BILL 184.32
 TOTAL PAID SINCE LAST BILL -184.32
 LATE FEE/ADJUSTMENTS/REFUNDS 0.00

PREVIOUS BALANCE

0.00

NEW CHARGES

WATER BASE CHARGE 13.42
 WATER TIER 1 - 6 TGAL @ 3.96 23.88
 SEWER BASE CHARGE 10.82
 SEWER - 6 TGAL @ 9.61 57.66
 REFUSE 08/11/22 - 11/07/22 75.07
TOTAL NEW CHARGES 180.85

ACCOUNT BALANCE

CHARGES DUE NOW 180.85
 Payable within 30 days after bill date or 6% late fee added.
AFTER 01/09/23 INCLUDING LATE FEE 191.70

PLEASE SEE REVERSE SIDE FOR OTHER IMPORTANT INFORMATION

Billing Inquiries: Customer Service (703) 228-5000
 Website: www.arlingtonva.us/Government/Programs/Water-Utilities
 • Pay by Phone: 1-888-272-9829 (code 1000) Nominal fee applies.
 • On-line Payment Options: www.arlingtonva.us/HOME
 • Please allow 7-10 days for mailing and processing for your payment to be credited to your account.

YOUR BILLED CONSUMPTION (IN THOUSAND GALLONS)



SPECIAL MESSAGE

Protect our environment and switch to paperless billing. Paperless billing in Arlington helps you go green, save time, and even save energy. Contact our Customer Call Center at 703-228-5000 for more information and sign up today.

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT
 MAKE CHECKS PAYABLE TO ARLINGTON COUNTY TREASURER

Utilities Payment Coupon

ACCOUNT INFORMATION

ACCOUNT NUMBER:
 CUSTOMER NAME:
 SERVICE ADDRESS:
 BILLING DATE: 12/09/22
 LATE AFTER: 01/09/23

AMOUNT DUE

CHARGES DUE NOW 180.85

AMOUNT ENCLOSED

REMIT PAYMENT TO:

ARLINGTON COUNTY TREASURER
 PO BOX 1752
 MERRIFIELD, VA 22116-1752

UT288407015122A000018085

GENERAL INFORMATION

RATES AND FEES

Water and sewer billings are based on each account's designated customer class, which are: Residential, Commercial and Multifamily. All customer classes receive base charges that appears on each regular bill. Residential accounts are billed quarterly. Commercial and Multifamily accounts are billed monthly.

Water and Sewer charges for all customer classes are calculated from metered water consumption.

Service Period is the time between water meter reads. Water meter reads are used to calculate your volumetric rates and other daily charges, including base charges and the Household Solid Waste Rate for residential customers.

Residential water rates are broken into 2 Tiers, with one rate being charged for Tier 1 - up to 9,000 Gallons of water consumption. A higher rate is charged for Tier 2 – consumption that exceeds 9,000 Gallons of water consumption.

Residential sewer charges are fixed each year, based on residential customers' wintertime water consumption. This Seasonal Sewer Adjustment is recalculated each year during your winter bill period and applies to your 3 other quarterly bills.

Late Fees: A late fee of 6 percent will be imposed on balances that remain outstanding for more than 30 days from the date of this bill.

Connection Fee: The connection fee for water service is \$25.

Returned Check: Customers are charged \$50 for any check returned for non-payment.

Household Solid Waste Rates are charges for the County's collection and disposal of trash, recyclable materials and yard trimmings. All single-family dwellings and townhomes must pay for these services. This annual charge is billed quarterly. More information about trash and recycling services is available at <https://www.arlingtonva.us/Government/Programs/Recycling-and-Trash>.

More information about current water, sewer and refuse rates is at <https://www.arlingtonva.us/Government/Programs/Water-Utilities/Customer-Service/Rates>.

BILLING, PAYMENT AND CUSTOMER SERVICE

Online Account: Customers can review bills, consumption information and opt in for paperless billing by registering for an online account at <https://myutilities.arlingtonva.us/css/public/login/form>.

Payment Options: All payments are made through the County Treasurer's Office. More information about payment options is available on the front side of this bill.

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CUSTOMER SERVICES

Call the Customer Contact Center at 703-228-5000 or email DESContactCenter@arlingtonva.us for any questions about services and billing.

WRITTEN CORRESPONDENCE

Do not include written correspondence with payments.

Mail or deliver correspondence to:
Utilities Services Office
2020 N 14th St., Suite 500
Arlington, VA 22201

Payments may be hand-delivered to:
Treasurer's Office
2100 Clarendon Blvd., Suite 215
Arlington, VA 22201

If you're experiencing a water or sewer emergency, please call our 24-hour hotline at 703-228-6555.



Arlington County
 Utilities Services Office
 PO Box 1752
 Merrifield, VA, 22116-1752

CORRECTED BILL

Account Statement

ACCOUNT INFORMATION

ACCOUNT CLASS: Residential
 BILLING DATE: 11/04/22
LATE AFTER: 12/08/22

CURRENT METER INFORMATION

Service Period	Meter	#Days	Current Read	Previous Read	Consumption (Thou.Gal.)
03/09/22-05/02/22	20553296	55	1386	1362	24
06/29/22-09/09/22	211104716	73	65	0	65
TOTAL CONSUMPTION (METER CHANGE)					89

ACCOUNT ACTIVITY

LAST BILL 1,812.01
 TOTAL PAID SINCE LAST BILL -2,167.64
 LATE FEE/ADJUSTMENTS/REFUNDS 26.88

PREVIOUS BALANCE -328.75

NEW CHARGES

WATER BASE CHARGE 16.28
 WATER TIER 1 - 5.546 TGAL @ 3.71 20.58
 WATER TIER 2 - 49.297 TGAL @ 5.94 292.83
 WATER TIER 1 - 3.454 TGAL @ 3.98 13.75
 WATER TIER 2 - 30.703 TGAL @ 6.38 195.88
 SEWER BASE CHARGE 22.07
 SEASONAL SEWER ADJUSTMENT - 19.103 TGAL @ 9.61 183.58
 SEASONAL SEWER ADJUSTMENT - 11.897 TGAL @ 9.61 114.33
 REFUSE 03/09/22 - 06/30/22 99.51
 REFUSE 07/01/22 - 09/09/22 59.89
 NEW ACCOUNT FEES 0.00
TOTAL NEW CHARGES 1,018.70

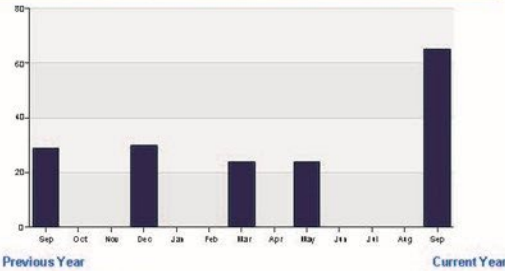
ACCOUNT BALANCE

CHARGES DUE 1,018.70
CREDIT BALANCE -328.75
TOTAL AMOUNT DUE 689.95
 Payable within 30 days after bill date or 6% late fee added.
AFTER 12/08/22 INCLUDING LATE FEE 731.34

PLEASE SEE REVERSE SIDE FOR OTHER IMPORTANT INFORMATION

Billing Inquiries: Customer Service (703) 228-5000
Website: www.arlingtonva.us/Government/Programs/Water-Utilities
 • Pay by Phone: 1-888-272-9829 (code 1000) Nominal fee applies.
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YOUR BILLED CONSUMPTION (IN THOUSAND GALLONS)



SPECIAL MESSAGE

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 MAKE CHECKS PAYABLE TO ARLINGTON COUNTY TREASURER

Utilities Payment Coupon

ACCOUNT INFORMATION

BILLING DATE: 11/04/22
LATE AFTER: 12/08/22

AMOUNT DUE

CHARGES DUE 1,018.70
CREDIT BALANCE -328.75
TOTAL AMOUNT DUE 689.95

AMOUNT ENCLOSED

REMIT PAYMENT TO:

ARLINGTON COUNTY TREASURER
 PO BOX 1752
 MERRIFIELD, VA 22116-1752

UT0303870303869000068995

GENERAL INFORMATION

RATES AND FEES

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Connection Fee: The connection fee for water service is \$25.

Returned Check: Customers are charged \$50 for any check returned for non-payment.

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Arlington, VA 22201

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Arlington County
 Utilities Services Office
 PO Box 1752
 Merrifield, VA, 22116-1752

FINAL BILL COPY
OWNER RESPONSIBLE IF TENANT DOES NOT PAY

Account Statement

ACCOUNT INFORMATION

ACCOUNT NUMBER:
 CUSTOMER NAME:
 SERVICE ADDRESS:
 ACCOUNT CLASS: Residential
 BILLING DATE: 12/23/22
LATE AFTER: 01/23/23

CURRENT METER INFORMATION

Service Period	Meter	# Days	Current Read	Previous Read	Consumption (Thou Gal.)
11/08/22-12/16/22	21371470	39	595	591	4

ACCOUNT ACTIVITY

LAST BILL 247.06
 TOTAL PAID SINCE LAST BILL 0.00
 LATE FEE/ADJUSTMENTS/REFUNDS 0.00

PREVIOUS BALANCE 247.06

NEW CHARGES

WATER BASE CHARGE 5.88
 WATER TIER 1 - 4 TGAL @ 3.98 15.92
 SEWER BASE CHARGE 4.74
 SEWER - 4 TGAL @ 9.61 38.44
 REFUSE 11/08/22 - 12/16/22 32.90
TOTAL NEW CHARGES 97.88

ACCOUNT BALANCE

CHARGES DUE 97.88
PAST DUE AMOUNT 247.06

If payment has been sent, thank you; if not, please remit immediately.
TOTAL AMOUNT DUE 344.94

Payable within 30 days after bill date or 6% late fee added.

FINAL BILL COPY
OWNER RESPONSIBLE IF TENANT DOES NOT PAY

PLEASE SEE REVERSE SIDE FOR OTHER IMPORTANT INFORMATION

Billing Inquiries: Customer Service (703) 228-5000
 Website: www.arlingtonva.us/Government/Programs/Water-Utilities
 • Pay by Phone: 1-888-272-9829 (code 1000) Nominal fee applies.
 • On-line Payment Options: www.arlingtonva.us/HOME
 • Please allow 7-10 days for mailing and processing for your payment to be credited to your account.

YOUR BILLED CONSUMPTION (IN THOUSAND GALLONS)



Previous Year Current Year

SPECIAL MESSAGE

Protect our environment and switch to paperless billing. Paperless billing in Arlington helps you go green, save time, and even save energy. Contact our Customer Call Center at 703-228-5000 for more information and sign up today.

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT
 MAKE CHECKS PAYABLE TO ARLINGTON COUNTY TREASURER

Utilities Payment Coupon

ACCOUNT INFORMATION

ACCOUNT NUMBER:
 CUSTOMER NAME:
 SERVICE ADDRESS:
 BILLING DATE: 12/23/22
LATE AFTER: 01/23/23

AMOUNT DUE

CHARGES DUE 97.88
PAST DUE AMOUNT 247.06
If payment has been sent, thank you; if not, please remit immediately.
TOTAL AMOUNT DUE 344.94

AMOUNT ENCLOSED

REMIT PAYMENT TO:

ARLINGTON COUNTY TREASURER
 PO BOX 1752
 MERRIFIELD, VA 22116-1752

UT3016091024769000034494

GENERAL INFORMATION

RATES AND FEES

Water and sewer billings are based on each account's designated customer class, which are: Residential, Commercial and Multifamily. All customer classes receive base charges that appears on each regular bill. Residential accounts are billed quarterly. Commercial and Multifamily accounts are billed monthly.

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Late Fees: A late fee of 6 percent will be imposed on balances that remain outstanding for more than 30 days from the date of this bill.

Connection Fee: The connection fee for water service is \$25.

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More information about current water, sewer and refuse rates is at <https://www.arlingtonva.us/Government/Programs/Water-Utilities/Customer-Service/Rates>.

BILLING, PAYMENT AND CUSTOMER SERVICE

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CUSTOMER SERVICES

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WRITTEN CORRESPONDENCE

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Arlington, VA 22201

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2100 Clarendon Blvd., Suite 215
Arlington, VA 22201

If you're experiencing a water or sewer emergency, please call our 24-hour hotline at 703-228-6555.

FINAL BILL



Arlington County
 Utilities Services Office
 PO Box 1752
 Merrifield, VA, 22116-1752

Account Statement

ACCOUNT INFORMATION

ACCOUNT NUMBER:
 CUSTOMER NAME:
 SERVICE ADDRESS:
 ACCOUNT CLASS: Residential
 BILLING DATE: 12/23/22
 LATE AFTER: 01/23/23

CURRENT METER INFORMATION

Service Period	Meter	# Days	Current Read	Previous Read	Consumption (Thou Gal.)
11/08/22-12/16/22	21371470	39	595	591	4

ACCOUNT ACTIVITY

LAST BILL 247.06
 TOTAL PAID SINCE LAST BILL 0.00
 LATE FEE/ADJUSTMENTS/REFUNDS 0.00

PREVIOUS BALANCE

247.06

NEW CHARGES

WATER BASE CHARGE 5.88
 WATER TIER 1 - 4 TGAL @ 3.98 15.92
 SEWER BASE CHARGE 4.74
 SEWER - 4 TGAL @ 9.61 38.44
 REFUSE 11/08/22 - 12/16/22 32.90
TOTAL NEW CHARGES 97.88

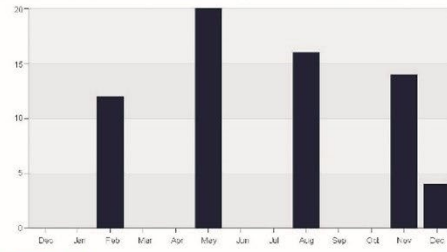
ACCOUNT BALANCE

CHARGES DUE 97.88
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TOTAL AMOUNT DUE 344.94
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FINAL BILL

PLEASE SEE REVERSE SIDE FOR OTHER IMPORTANT INFORMATION

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WRITTEN CORRESPONDENCE

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2020 N 14th St., Suite 500
Arlington, VA 22201

Payments may be hand-delivered to:
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2100 Clarendon Blvd., Suite 215
Arlington, VA 22201

If you're experiencing a water or sewer emergency, please call our 24-hour hotline at 703-228-6555.



Arlington County
Customer Service Office
2020 14th Street N, Suite 500, Arlington, VA 22201
TEL 703-228-5000 FAX 703-228-3478 www.arlingtonva.us

January 05, 2023

RE: Account Number:
Service Address:
Delinquent Amount Due:
Cut-off Date: (Service may be discontinued as early as 6:00 AM)

Dear ,

Your water service may be subject to disconnection on or after the cut-off date shown above. You must pay the delinquent amount in full at least 24 hours prior to the cut-off date noted above to avoid service interruption. Payments can take 3-4 days to post to your account. If you plan to pay the delinquent amount within 4 days of the cut-off date, you must also follow up by calling 703-228-5000. Alternatively, you can send your payment receipt to ubproof@arlingtonva.us.

Some of the payment options that are available to you may be found on the reverse side of this letter.

Regardless of how you make your payment, to prevent service interruption, you **must** either email a copy of your paid receipt to ubproof@arlingtonva.us or call 703-228-5000 to report your payment. The Treasurer's Office will not accept postdated checks (checks written with a future date). A 2.5% fee is imposed by the credit card processor on most credit card payments. No payment of any kind will be accepted by our field technicians. Please DO NOT place payments in the night deposit box.

If your water service is interrupted, service can only be restored after a PAID RECEIPT is emailed to ubproof@arlingtonva.us or if you contact our office to report a payment. A \$25 connection fee will be added to your bill if a cut-off service request is issued by the Utilities Services Office prior to receiving notice of your payment. If you are delinquent because of financial hardship, call the Department of Human Services at 703-228-1300 for possible assistance.

For further information, call 703-228-5000 between 7:00am and 7:00pm, Monday through Friday.

Thank you,
Utility Service Office

- **In Person:** Visit the Treasurer's Office at 2100 Clarendon Blvd, Suite 215, Arlington, VA 2201, Monday through Friday, between 8:00 a.m. and 5:00 p.m. The Treasurer's Office accepts in-person payments by cash, check money order, debit and credit card.
- **Online:** Visit the Customer Assessment and Payment Portal at www.arlingtonva.us/HOME to make payment.
- **Phone:** Call 1-888-272-9829 to make payment by phone using a credit card. Please enter Jurisdiction Code 1000, and Option 3 (Utility Bills) when prompted. Please note that Visa cards are not accepted for payment of utility bills over the phone.



Arlington County
Utilities Services Office
PO Box 1752
Merrifield, VA, 22116-1752

Billing Inquiries: Customer Service (703) 228-5000
Website: www.arlingtonva.us/Government/Programs/Water-Utilities

- Pay by Phone: 1-888-272-9829 (code 1000) Nominal fee applies.
- On-line Payment Options: app.arlingtonva.us
- Please allow 7-10 days for mailing and processing for your payment to be credited to your account.

SPECIAL MESSAGE

Our records indicate that your account is now past due. If payment has already been sent, please accept our thanks and disregard this notice.

If paying by mail, please mail 7-10 days prior to the TURN OFF DATE to ensure your payment is credited to your account and your service is not interrupted. If there is not adequate time for mailing and processing, we recommend you bring your payment directly to:

Treasurer's Office
2100 Clarendon Boulevard, Suite 215
Monday - Friday, between 8:00 a.m. and 4:30 p.m.

Payments made on or after the Turn OFF DATE require an electronic copy of the receipt to be sent to us, to avoid service interruption.

After making your payments, please email your receipt to:
UBPROOF@ARLINGTONVA.US
If you need assistance with the step you can call us at 703-228-5000.

WATER SERVICE IS SUBJECT TO BE TURNED OFF WITHOUT FURTHER NOTICE

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

DELINQUENT NOTICE

ACCOUNT INFORMATION

ACCOUNT NUMBER:
CUSTOMER NAME:
SERVICE ADDRESS:
NOTICE DATE:

TURN OFF DATE:

ACCOUNT ACTIVITY

LAST BILL
LAST PAYMENT AMOUNT
LAST PAYMENT DATE

ACCOUNT BALANCE

TOTAL AMOUNT DUE

MENSAJE ESPECIAL

Nuestros expedientes indican que su pago esta retrasado. Si ya envio su pago, le damos las gracias y le pedimos que por favor haga caso omiso de este aviso.

Si hace su pago por correo, por favor envíelo 7 a 10 días antes de la FECHA DE CORTE DEL SERVICIO (TURN OFF DATE) para asegurar que su pago se abone a su cuenta y que no se interrumpa el servicio. Si no hay tiempo suficiente para enviar y procesar el pago, le recomendamos que pague en persona en:

Treasurer's Office
2100 Clarendon Boulevard, Suite 215
de lunes a viernes de las 8:00 a.m. a las 4:30 p.m.

Después de hacer el pago, por favor lleve su recibo a la Utilities Services Office, en la Suite 705.

Los pagos realizados en o después de la FECHA DE INTERRUPCION requieren que se nos envíe una copia electrónica del recibo, para evitar la interrupción del servicio.

Después de realizar su pago, envíe su recibo por correo electrónico a: UBPROOF@ARLINGTONVA.US

Si necesita ayuda con este paso, puede llamarnos al 703-228-5000.

EL SERVICIO DE AGUA SE PUEDE INTERRUMPIR SIN ENVIARLE NINGUNA OTRA NOTIFICACION.

INFORMACIÓN IMPORTANTE AL REVERSO

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NOTICE DATE:

TURN OFF DATE:

AMOUNT DUE

TOTAL AMOUNT DUE

AMOUNT ENCLOSED

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**ARLINGTON COUNTY, VIRGINIA
INVITATION TO BID NO. 23-DES-ITB-596**

B I D F O R M

ELECTRONIC BIDS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 2:30 P.M., JUNE 22ND, 2023.

FOR PROVIDING BILL PRINTING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID 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 BIDDER, OR THE BID MAY BE REJECTED.

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

**THIS ENTITY IS INCORPORATED
IN:**

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED
ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

**IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA?**

YES

NO

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:**

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

BID FORM, PAGE 2 OF 6

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED, ENJOINED, OR SUSPENDED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS? YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

MINIMUM QUALIFICATION REQUIREMENTS:

1. Bidders shall have ten (10) years of experience as the prime contractor rendering services similar to scope and requirements of this solicitation.
2. Bidders shall have a dedicated facility and the plant equipment needed to perform the services required under this solicitation. The County reserves the right to visit and inspect Bidders' facilities and premises prior to finalization of decision to award to ascertain that the Bidder has the facility and equipment needed, under this solicitation.

PRICING

#	Description	UNIT PRICE	Est. Qty	Total Est. Cost
As Needed Hourly Services				
<i>(This bid pricing will be included in the contract, but not used in the evaluation or comparison of bids)</i>				
1	Bill Template Design and Development <i>(includes the initial bill design, initial programming, all testing, any necessary initial training of County staff, and any other costs relating to getting set up and prepared to bill for the first time)</i>	\$ __ Per HR	1 Hours	
2	Bill Template Changes <i>(changes to text/layout/fields included on the bill etc.)</i> after all start up related design has been completed	\$ __ Per HR	1 Hours	
Bill Inserts				
3	Printing, Folding and Inserting Bills	\$ __	200,000 Per Annum	
4	Printing and Inserting reply envelopes	\$ __	200,000 Per Annum	
5	Printing and Inserting flyers	\$ __	60,000 Per Annum	
USPS & Materials Costs				
7	8.5 x 11 Pre-perforated 24 lb paper stock, or similar	\$ __	200,000 Per Annum	

BID FORM, PAGE 3 OF 6

8	8.5 x 11 non-perforated 20 lb paper stock, or similar	\$ ___	80,000 Per Annum	
9	5.5 x 11 non-perforated 20 lb paper stock, or similar	\$ ___	80,000 Per Annum	
10	#10 Double-window envelope 24 lb paper stock	\$ ___	200,000 Per Annum	
11	# 9 Single-window envelope 20 lb paper stock	\$ ___	200,000 Per Annum	
Electronic Bill Filing & Tracking				
8	Electronic Bill Storage	\$	200,000 Per Annum	
9	National Change of Address (NCOA) Link	\$ ___	4,000 Per Annum	
10	Outbound Tracing - Monthly Service Fee	\$ ___	200,000 Per Annum	
TOTAL COST #3-10				

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/BIDSLST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

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 4-112 of the Arlington County Purchasing Resolution, however, an Offeror seeking

BID FORM, PAGE 4 OF 6

to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

Please mark one:

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

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers of the bid that contain such data or materials:

BIDDER NAME: _____

BID FORM, PAGE 5 OF 6

State the specific reason(s) why protection is necessary:

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 bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid 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 seq.*).

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: _____

BID FORM, PAGE 6 OF 6

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

**COVERAGES REQUIRED
MINIMUMS)**

LIMITS (FIGURES DENOTE

- 1. Workers' Compensation.....Statutory limits of Virginia
- 2. Employer's Liability.....\$500,000/accident, \$500,000/disease, \$500,000/disease policy limit
- 3. Commercial General Liability..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- 4. Premises/Operations.....\$1, Million CSL BI/PD each occurrence, \$ 2 Million annual aggregate
- 7. Independent Contractors.....\$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
- 8. Products Liability..... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
- 9. Completed Operations..... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate.... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
- 11. Personal and Advertising Injury Liability.....\$1 million each offense, \$2 Million annual aggregate
- 21. Moving and Rigging Floater.....Endorsement to CGL
- 24. XCU Coverage.....Endorsement to CGL
- 5. Automobile Liability.....\$1 million CSL BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicle.....\$1 million BI/PD each accident, Uninsured Motorist
- 16. Motor Carrier Act (MCS-90) and CA9948 (or equivalent) Endorsements\$ 2 million BI/PD each accident, Uninsured Motorist
- 12. Umbrella/Excess Liability.....\$1 million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate for General Liability or Umbrella/Excess Liability (check coverage)
- 14. Professional Liability/ Errors and Omission (E&O)
 - a. Architects and Engineers.....\$1 million per occurrence/claim
 - b. Asbestos Removal Liability\$3 million per occurrence/claim
 - c. Medical Malpractice.....\$2.55 million per occurrence/claim or the statutory VA annual claim cap whichever is greater
 - 15. Miscellaneous E&O.....\$1 million per occurrence/claim
- 17. Motor Cargo Insurance.....\$ _____ (to the total value of the goods being transported)
- 18. Garage Liability.....\$1 million Bodily Injury, Property Damage per occurrence
- 19. Garage Keepers Liability.....\$1Million Comprehensive, \$1 Million Collision
- 20. Inland Marine-Bailee's Insurance..... \$ _____ (maximum value of goods under Contractor's care)
- 22. Crime Liability/ Employee Dishonesty insurance or Dishonesty Bond.....\$ _____
(Maximum value of revenue or goods that can be taken at one time)
- 23. Builder's Risk.....\$ _____ (Provide Coverage in the full amount of contract)
- 25. USL&H.....Federal Statutory Limits
- 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.
- 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors, and Omissions/Professional Liability and auto.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. Environmental Impairment Liability, including coverage of on-site clean up.....BI/PD \$3 Million per occurrence or \$6 Million Aggregate

___a. If work requires clean up, remediation, and/or removal of bio -solids, bio-hazards waste, and any hazardous or toxic material via transportation request Business Auto Liability add #16 from this checklist.

___31. **Cyber insurance with Technology E&O**..... **\$2 Million per occurrence**

___32. **OTHER INSURANCE REQUIRED:** _____

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDERNAME: _____

AUTH. SIGNATURE: _____

ARLINGTON COUNTY, VIRGINIA
INVITATION TO BID NO. 23-DES-ITB-596

B I D F O R M

ELECTRONIC BIDS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 2:30 P.M., JUNE 22ND, 2023.

FOR PROVIDING BILL PRINTING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID 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 BIDDER, OR THE BID MAY BE REJECTED.

SUBMITTED BY:

(legal name of entity)

Matrix Imaging Solutions, LLC. d.b.a. DataProse, LLC.

AUTHORIZED SIGNATURE:

Brian Snyder

PRINT NAME AND TITLE:

Brian Snyder, Chief Sales Officer

ADDRESS:

1122 W. Bethel Road

CITY/STATE/ZIP:

Coppell, TX 75019

TELEPHONE NO.:

313-600-6602

E-MAIL

ADDRESS:

bsnyder@matriximaging.com

THIS ENTITY IS INCORPORATED

IN:

Delaware

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

to be provided

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

BID FORM, PAGE 2 OF 6

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED, ENJOINED, OR SUSPENDED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS? YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

MINIMUM QUALIFICATION REQUIREMENTS:

1. Bidders shall have ten (10) years of experience as the prime contractor rendering services similar to scope and requirements of this solicitation.
2. Bidders shall have a dedicated facility and the plant equipment needed to perform the services required under this solicitation. The County reserves the right to visit and inspect Bidders' facilities and premises prior to finalization of decision to award to ascertain that the Bidder has the facility and equipment needed, under this solicitation.

PRICING

#	Description	UNIT PRICE	Est. Qty	Total Est. Cost
As Needed Hourly Services				
<i>(This bid pricing will be included in the contract, but not used in the evaluation or comparison of bids)</i>				
1	Bill Template Design and Development <i>(includes the initial bill design, initial programming, all testing, any necessary initial training of County staff, and any other costs relating to getting set up and prepared to bill for the first time)</i>	125.00 \$ __ Per HR	1 Hours	Waived
2	Bill Template Changes <i>(changes to text/layout/fields included on the bill etc.)</i> after all start up related design has been completed	125.00 \$ ___ Per HR	1 Hours	\$125.00/Hr
Bill Inserts				
3	Printing, Folding and Inserting Bills	\$ <u>0.0329</u>	200,000 Per Annum	\$5,260.00
4	Printing and Inserting reply envelopes	\$ <u>0.016</u>	200,000 Per Annum	\$3,200.00
** 5	Printing and Inserting flyers	\$ <u>0.0293</u>	60,000 Per Annum	\$960.00
USPS & Materials Costs				
7	8.5 x 11 Pre-perforated 24 lb paper stock, or similar	\$ <u>0.0186</u>	200,000 Per Annum	\$3,720.00

BID FORM, PAGE 3 OF 6

8	8.5 x 11 non-perforated 20 lb paper stock, or similar Color Stock	\$ <u>0.023</u>	80,000 Per Annum	\$1,840.00
9	5.5 x 11 non-perforated 20 lb paper stock, or similar Color Stock	\$ <u>0.023</u>	80,000 Per Annum	\$1,840.00
10	#10 Double-window envelope 24 lb paper stock	\$ <u>0.0277</u>	200,000 Per Annum	\$5,540.00
11	# 9 Single-window envelope 20 lb paper stock	\$ <u>0.0231</u>	200,000 Per Annum	\$4,620.00
Electronic Bill Filing & Tracking				
8	Electronic Bill Storage	\$ 0.01	200,000 Per Annum	\$2,000.00
9	National Change of Address (NCOA) Link	\$ <u>0.25</u>	4,000 Per Annum	\$1,000.00
10	Outbound Tracing - Monthly Service Fee	\$ <u>100.00</u>	200,000 Per Annum x12 mo	\$1,200.00
TOTAL COST #3-10				\$31,180.00

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.](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088)

VENDORS ARE REQUIRED TO REGISTER ON VENDOR REGISTRY IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. **NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.**

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: 6/13/2023 INITIAL: BS

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

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 4-112 of the Arlington County Purchasing Resolution, however, an Offeror seeking

BID FORM, PAGE 4 OF 6

to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

Please mark one:

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

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers of the bid that contain such data or materials:

Our client references are non-public, competitive information.

BIDDER NAME: Matrix Imaging Solutions, LLC. d.b.a DataProse, LLC.

BID FORM, PAGE 5 OF 6

State the specific reason(s) why protection is necessary:

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 bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid 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 seq.*).

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: Harry Vasquez

ADDRESS: 1122 W. Bethel Road, Suite 100
Coppell, TX 75019

E-MAIL: hvasquez@dataprose.com

BID FORM, PAGE 6 OF 6

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

**COVERAGES REQUIRED
MINIMUMS)**

LIMITS (FIGURES DENOTE

- 1. Workers' Compensation.....Statutory limits of Virginia
- 2. Employer's Liability.....\$500,000/accident, \$500,000/disease, \$500,000/disease policy limit
- 3. Commercial General Liability..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- 4. Premises/Operations.....\$1, Million CSL BI/PD each occurrence, \$ 2 Million annual aggregate
- 7. Independent Contractors.....\$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
- 8. Products Liability..... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
- 9. Completed Operations..... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate.... \$1 million CSL BI/PD each occurrence, \$2 Million annual aggregate
- 11. Personal and Advertising Injury Liability.....\$1 million each offense, \$2 Million annual aggregate
- 21. Moving and Rigging Floater.....Endorsement to CGL
- 24. XCU Coverage.....Endorsement to CGL
- 5. Automobile Liability.....\$1 million CSL BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicle.....\$1 million BI/PD each accident, Uninsured Motorist
- 16. Motor Carrier Act (MCS-90) and CA9948 (or equivalent) Endorsements\$ 2 million BI/PD each accident, Uninsured Motorist
- 12. Umbrella/Excess Liability.....\$1 million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate for General Liability or Umbrella/Excess Liability (check coverage)
- 14. Professional Liability/ Errors and Omission (E&O)
 - a. Architects and Engineers.....\$1 million per occurrence/claim
 - b. Asbestos Removal Liability\$3 million per occurrence/claim
 - c. Medical Malpractice.....\$2.55 million per occurrence/claim or the statutory VA annual claim cap whichever is greater
 - 15. Miscellaneous E&O.....\$1 million per occurrence/claim
- 17. Motor Cargo Insurance.....\$ _____ (to the total value of the goods being transported)
- 18. Garage Liability.....\$1 million Bodily Injury, Property Damage per occurrence
- 19. Garage Keepers Liability.....\$1Million Comprehensive, \$1 Million Collision
- 20. Inland Marine-Bailee's Insurance..... \$ _____ (maximum value of goods under Contractor's care)
- 22. Crime Liability/ Employee Dishonesty insurance or Dishonesty Bond.....\$ _____
(Maximum value of revenue or goods that can be taken at one time)
- 23. Builder's Risk.....\$ _____ (Provide Coverage in the full amount of contract)
- 25. USL&H.....Federal Statutory Limits
- 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.
- 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors, and Omissions/Professional Liability and auto.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. Environmental Impairment Liability, including coverage of on-site clean up.....BI/PD \$3 Million per occurrence or \$6 Million Aggregate