



Tax Administration

RFP #25-23-TAX

Printing, Processing, and Mailing Services

Date of Issue: January 8, 2025

Deadline to Submit Questions: January 22, 2025 (Wednesday) at 12:00 pm (EST)

Proposal Due Date: February 10, 2025 (Monday) at 12:00 pm (EST)

Direct all inquiries concerning this RFP to:

Joseph R. Utley, Jr.

Cumberland County Tax Administrator

Email: jutley@cumberlandcountync.gov

Phone: 910-321-6804

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

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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to identify an experienced, reliable Supplier to provide Cumberland County Tax Administration, herein referred to as “County” with printing, inserting, and mailing services of bills, letters, forms, statements, invoices, reports, past due notifications, herein referred to as “notices”. Cumberland County Tax Administration is seeking proposals from experienced, qualified Proposers for **Printing, Processing, and Mailing Services**. The County intends to outsource **portions** of its Document Production and Distribution Services. This RFP sets forth the requirements for all document production and distribution services and solicits a detailed response from the Suppliers to include pricing and service descriptions in a specified format described within this document.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer’s response in full, in the same numerical order in which it was issued. Proposer’s notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other County employee or Cumberland County elected official regarding this Request for Proposal. Any such outside contact may result in disqualification from the request for proposal process.

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>PROPOSAL TITLE:</i> <i>RFP #25-23-TAX Printing, Processing, and Mailing Services</i></p> <p><i>Cumberland County Tax Administration</i> <i>Attn: Joseph R. Utley, Jr.</i> <i>PO Box 449</i> <i>Fayetteville, NC 28302</i></p>	<p><i>PROPOSAL TITLE:</i> <i>RFP #25-23-TAX Printing, Processing, and Mailing Services</i></p> <p><i>Cumberland County Tax Administration</i> <i>Attn: Joseph R. Utley, Jr.</i> <i>117 Dick Street</i> <i>Fayetteville, NC 28301</i></p>
Email address for delivery of proposal electronically	
<p><i>SUBJECT LINE: RFP #25-23-TAX Printing, Processing, and Mailing Services</i></p> <p>Email to: jutley@cumberlandcountync.gov and cc: lmsmith@cumberlandcountync.gov</p>	

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above or if submitting electronically received by the email address listed above **on or before 12:00 PM EST, Monday, February 10, 2025**, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

- Submit **one (1) signed, original executed** proposal response.
- Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the proposal package.
- The electronic copies of your proposal must be provided by attaching file(s) of the required bid forms to the email address as shown above. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Vendors who submit a notice of intent to bid to jutley@cumberlandcountync.gov will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to jutley@cumberlandcountync.gov by **12:00 PM EST, Wednesday, January 22, 2025**. Vendors should enter “**RFP #25-23-TAX Printing, Processing, and Mailing Services: Questions**” as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx> and shall become an Addendum to this RFP.

Vendors who submit an intent to bid will receive addendums by email. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

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

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission from the County Department to do so in writing.** Vendor's notice to the County Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Department shall be deemed to be acceptance of the County Department's statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow, and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question-and-answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject any and all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria to result in an award most advantageous to the County:

1. Qualifications and Experience of Firm	20 points
2. Qualifications and Experience of Staff	15 points
3. Respondents Technical Approach	20 points
4. Compliance with RFP Requirements	15 points
5. Cost Proposal	<u>10 points</u>
	80 points

3.5 METHOD OF AWARD

RFP will be awarded based on best overall value method of award.

The County reserves the right to make separate awards to different vendors, to not award, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

The County prefers to use a print and mail vendor to process as many of our mass mailings as possible. Most documents produced by the Tax Office are produced from a data extract created through the NCPTS and Denali software (supported by Farragut Systems). The Vendor is required to develop forms that can display the data provided in the file and produce custom data and language based on the specific criteria within the file. In addition, the County may provide PDF files of completed documents to be printed, inserted with appropriate attachments and mailed.

4.1 SCOPE OF WORK

4.1.1 DESIGN SERVICES

- a. Vendor must provide setup and design assistance with form layouts created and provided by the County. The design should accommodate the use of graphics, graphs, bar codes, QR codes, scan lines and color where feasible.
- b. Scan lines must be compatible with the County's payment processor and scanners.
- c. All designs provided to the Vendor by the County will remain property of the County and will not be presented for review or offered for use to customers of the Awarded Vendor without written approval from Cumberland County.

4.1.2 COMPUTER PROCESSING/TECHNICAL SPECIFICATIONS

- a. Vendor will be provided with data via file transfer or upload.
- b. Vendor must be able to accept an output file from the County's tax software and additional file formats such as .txt, .csv, .xls, .doc, .pdf, .xml, .rpt, etc.
- c. The Vendor may be required to make programming calculations to create remittance, processing scan lines, and perform pre-issuance testing, or code files with special messages to customers.
- d. Services must be compatible with the County's software system, currently Farragut NCPTS.
- e. Vendor shall provide an Internet based project visibility, control, and tracking system that provides real-time, interactive information on document production projects indicating the production status of a job and provide process reports on demand to the County. Web-based process control system should allow the County to initiate job activity, electronically transfer data files, add/delete/update new jobs, monitor design and production output, review data and images processing, approve final production, pull and/or hold final job production and delivery, and view all USPS mailing reports.
- f. Vendor shall provide access to archive submitted jobs via the Internet or pdf file with the ability to e-mail and/or print an exact replica of the submitted document(s).
- g. Contractor shall maintain the necessary computer equipment to transfer data and shall make all necessary software changes for computer processing at no additional cost.
- h. The format of notices may change during the contract period. Vendor must be able to allow for modified formats, as technology and systems change.
- i. Vendor must provide conditional selection/suppression of any record, for any reason, and allow the County to control this process through the Contractor's online portal.
- j. Vendor must allow for conditional messaging; the County uses several message areas on notices.
- k. The County requires pdf copies of all printed documents on secure FTP site. The Vendor must provide electronic copies of all documents printed.

4.1.3 PRINTING

- a. All jobs and envelopes must be printed on a high-quality printer using OCR fonts for a remittance processor, postal fonts with bar codes for addresses and UPC fonts for bar codes to work with scanners.
- b. Vendor shall have the ability to print variable messages on requested jobs, when messages are provided and the ability to change messages on submitted jobs when requested by the County.

- c. Vendor shall be able to print special inserts on occasion and when requested by the County. The inserts range from 1/3 sheets to full sheets and may require perforations. Vendor shall provide the capability of selective insertion. Inserts with perforations require laser print OCR ink.
- d. The County uses barcodes for identification of scanned documents. Forms may also require a unique identification number. These codes must be tested and approved on an original document before printing.
- e. The County prefers all printing/mailing services to be performed near Fayetteville, N.C.; if that is not possible the County will need to be aware of where the printing/mailing will be performed.
- f. The County requires the ability to pull select notices after transmission, prior to printing, and after printing but before mailing. Selective pulls may be based on account number, zip code, types of accounts, districts, etc.
- g. Printed notices determined to be incomplete for mailing must be returned to the County.

4.1.4 SAMPLES/PROOFS/QUOTES

- a. Vendor shall provide the County with pdf proofs for all projects, and a hard copy proof when requested, for review and approval prior to printing any documents or forms.
- b. Vendor shall provide the County with samples of any forms that the county may not already use but are potentially beneficial to the County.
- c. Vendor shall provide quotes to the County when requested and for all new projects.

4.1.5 TIME

- a. Vendor is required to submit, with their written proposal, a guaranteed turn-around time for necessary computer processing, printing, and handling services described in this solicitation and delivery of notices to the USPS.
- b. Proofs must be submitted to the County for approval within five (5) business day from transmission of the file.
- c. The County's requests for changes to the information and/or formatting of notices will be completed and new proofs provided to the County within three (3) business day.
- d. Vendor must be able to complete jobs with greater than 35,000 documents within three (3) business days and less than 35,000 documents in one (1) business day after the proof has been approved by the County.

4.1.6 POSTAL

- a. The Vendor must provide the County with confirmation of delivery to the USPS. Confirmation shall include the number of mail pieces, mailing date, and postage cost.
- b. The Vendor must maintain the necessary postal equipment to affix postage to each notice.
- c. The Vendor must maintain the necessary software essential to receive the largest postal discounts.
- d. The Vendor must have the capability to combine multiple notices to mail within the same envelope or flat pack. The Vendor will work with the County to define the process for identifying notices that must be combined.
- e. The Vendor must maintain up-to-date knowledge as to all United States mail regulations for First-Class mailings.
- f. The Vendor must utilize bar coding and arrange/sort the mail to qualify for the lowest postage rates consistent with the USPS's standards. It is preferred that the Vendor maintain postal sorting equipment on-site and utilize that equipment to get the mail into the postal stream soonest.
- g. The Vendor shall maintain the necessary documentation and equipment to be able to track mail to the postal system.
- h. The Vendor must maintain an escrow account to be used for paying postage on the County's behalf. At any time that the contract may be terminated, any escrow balance is the property of the County and shall be returned to the County.

- i. The Vendor must be USPS NCOA link licensed.
- j. Vendor shall process submitted data file through the National Change of Address (NCOA) Services provided by the United States Postal Service. County will receive an electronic file of updates made through the NCOA Process Prior to mailing notices.
- k. The County requires that the mailing postmark display the postmark from the USPS processing center closest to Fayetteville, N.C. Currently, this is in Greensboro, N.C., if this center is closed or relocated, the County reserves the right to designate the new center.
- l. The Vendor must state in advance the specific location and description of the Bulk Mail Center(s) in which they intend to use as the primary mail drop off point. In addition, the Vendor will designate an alternative facility to use if necessary.
- m. The Vendor must notify the County on the same business day when mail exceeds the postal weight requirements and provide the estimated postal charges to be incurred.
- n. The Vendor must provide Cumberland County 24/7 access to the US Postal Service 3600 series manifest reports and pre-sort reports for each mailing, preferably in a web-based environment.

4.1.7 SUPPLIES

- a. Vendor must store all material and envelopes used to process County jobs.
- b. When envelopes or preprinted forms are to be used in the process, the County may elect to provide those items with no additional cost from the Vendor. The County will be responsible for shipping the items to the Vendor. Minimum delivery times will be established on a case-by-case basis.
- c. The County and the Vendor will review the cost of all pre-printed forms, envelopes, and inserts based on the County's printing and inserting specifications. Delivery of these items will be determined by the County based on the lowest cost to produce and ship the items.

4.1.8 SECURITY REQUIREMENTS

- a. The Vendor shall define and demonstrate security procedures that are in place. Copies of security certificates such as ISO, NIST or other industry accepted certification should be included as part of the proposal. The County requires that security measures be taken, both physical security and network security, in that the County's statements and documents are made available only to the Awarded Supplier and parties that are approved by the County. The Vendor will provide a complete list of all third-party Suppliers to be used in the process for approval by the County. The Vendor shall demonstrate and document that these security measures are in place and implemented. Vendor shall meet all required certifications/compliance requirements. Example, HIPPA.

4.1.9 QUALITY

- a. The Vendor must deliver notices to the USPS for delivery.
- b. Implement safeguards and checks to avoid double, wrong addresses, improper dates, and other erroneous information on billing notices. All notices will be sent with the highest level of quality.
- c. Reprint any billing notices that are not presentable, or have incorrect information not supplied by the County, at the Vendor's expense.

4.1.10 DISASTER RECOVERY PROCEDURES

- a. The Vendor shall have a demonstrated Disaster Recovery Program (hardware and software) and address their disaster recovery procedure that assures proper turn-around in their proposal. The detail of this plan should include off-site storage of information, data recovery procedures, equipment failure process, alternate FTP sites, etc. Additionally, the Vendor will detail their solution to assure that no significant interruption of service occurs, timing in which backup will occur, and the cost if any, that will be charged to the County for the availability of these services.

4.1.11 PROCESS AUTOMATION

- a. The Vendor should describe any/all services it provides that can assist the County in increasing their efficiency of notice production and/or customer service issues.
- b. The Vendor shall have the capability to invoice each Department within the County using the Vendor's services.
- c. The Vendor shall assist the County in identifying additional areas for which there may be opportunities to use automation to improve efficiency in processing mailings and/or lowering postage costs.
- d. If the Vendor provides services for return mail processing or scanning documents, please provide information and cost estimates.
- e. If Vendor provides online services related to property tax listing, failure to list or pay, certified mail processing, graphic services, etc., please provide information and cost estimates.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

A. QUALIFICATIONS AND RELATIVE EXPERIENCE OF FIRM

In its Proposal, vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland.

B. QUALIFICATIONS AND EXPERIENCE OF STAFF

In its Proposal, vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project. Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person vendor proposes to staff the work.

C. RESPONDENTS TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

D. COMPLIANCE WITH RFP REQUIREMENTS

Proposal must demonstrate Vendor's ability to meet commitments requested in the RFP.

E. COST

Vendor must provide a fee schedule with a full breakdown of costs associated with production, design, mailing, and printing services. Vendor shall provide a schedule of incidental fees that are commonly charged in your industry (delivery fees, materials storage, etc.) Vendors may submit cost using Attachment C of this RFP on page 18 or state, "see attached" and attach their own document. If attaching separately, the document must be titled "**Attachment C: Proposal Cost**". Cost shall be all inclusive. **Exclude all sales tax from your proposal.** If discount is available for prompt payment, identify terms so it may be considered in analyzing proposal. The prices proposed within the submission must be valid from the date of the submission through the end of the contract and must include any/all costs expected to be paid by the County of Cumberland.

F. SAMPLES

Vendor's proposal shall include samples of bills, notices, or documents that their company is currently providing for other clients, preferably with specifications similar to those described. Samples provided will be used for the County to review only during the RFP process.

G. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within one (1) business day of the Effective Date.

At the end of the Contract's current term, the COUNTY shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms.

5.6 PRICING

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

5.7 INVOICES

a) Invoices must be submitted to the following address:

Cumberland County Tax Administration
Attn: Joseph R. Utley, Jr.
PO Box 449
Fayetteville, NC 28302

b) Any applicable taxes shall be invoiced as a separate item.

c) Each job/project must be invoiced separately and all inclusive. Invoices must contain separate line items for all parts of a job and include the quantity of each item, unit cost of each item, and total cost of each item. Invoices should not be sent without the inclusion of all the details for the job.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or

supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

The contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past

three years. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

_____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

_____ This proposal was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: PROPOSAL COST

PRODUCT	VOLUME	PER UNIT COST	TOTAL COST
Business Personal Property Abstracts w/Instruction Sheet	10,000		
Individual Personal Property Abstracts	12,000		
GAP Billing Notice – Monthly	1,500		
Ad Valorem Tax Bills	99,000		
Debt Setoff Notices	12,000		
Delinquent Notice Letters	24,000		
Delinquent Notice Postcard	6,000		
Real Estate Listing Form	145,000		
Real Estate Sales Letters	3,500		
Real Estate Value Change Notices	450		
Revaluation Notice	145,000		
New Owner Transfer Letters	4,000		
Unpaid Escrow Letters	1,000		
Inserts – include optional sizes and paper			
Envelopes – include all options			
Other -			

SERVICE FEES/CHARGES	ONE TIME OR PER JOB	PRICE
Fold & Inserting Fee		
Archiving Fee (Historical Files)		
Hosting Fee		
One time programming/setup charges		
Programming/Formatting per hour		
Design Fee		
NCOA Fees		
Sample Fees/Charges		
Color Ink Fee		
Minimum Job Fee		
Duplicate Copy Fee		
Electronical Copy Fee		
Other -		

The charts above illustrate the primary ongoing projects in our office. However, this list is not exhaustive. Provide a comprehensive description of all the services offered by your company. This should include projects, notices, or letters completed for other clients that is not listed above, as well as all the associated costs and fees.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.
- ☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.
- ☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the vendor]