



REQUEST FOR PROPOSAL Property Tax Budget Statement Mailing

Black Hawk County invites your company (“Vendor”) to submit a proposal for “Property Tax Budget Statement Mailing” (“Proposal”). This Request for Proposal (“RFP”) should not be construed as an order, offer, request to contract, or commitment by Black Hawk County to purchase these services. Vendor shall submit its Proposal according to instructions in this RFP.

1. **Schedule** (Dates and times subject to change at Black Hawk County’s discretion)

RFP Release	01/10/24
Proposals Due at Black Hawk County	01/29/24
Award	02/06/24

2. **Proposal Submission**

Proposals must be **received by 4:00 PM CENTRAL TIME on 01/29/24**.
Proposal shall be submitted in sealed envelopes and mailed or delivered to:

Black Hawk County Auditor’s Office
316 E. 5th St., Room 213
Waterloo, IA 50703
Attn: Tim Jamison
(Phone) 319-833-3058

The envelope(s) should clearly identify the Vendor submitting the Proposal and should be marked **“Proposal for Property Tax Budget Statement Mailing.”** Late proposals will not be considered. For evaluation purposes, all terms of the Proposal shall be held firm for a period of 60 days. Submitted Proposals become property of Black Hawk County.

Black Hawk County reserves the right to withdraw or amend this RFP at any time when, in the sole discretion of Black Hawk County, such action is considered to be in the best interests of Black Hawk County. Black Hawk County further reserves the right to waive irregularities and informalities in a Proposal received or in the bidding process, to accept other than the lowest cost Proposal(s) and to reject any or all Proposals.

2. History

Iowa House File 718, General Assembly 90, signed into law by Governor Reynolds in May of 2023 created a new requirement for a budget statement mailing. A statewide working group organized by the Iowa Department of Management has been meeting periodically since that time to address the requirements of House File 718. The law requires that the County Auditor send by regular mail to each property owner or taxpayer within the county a budget statement by March 20th. The data needed from the taxing entities for the mailing will not be available until March 15th. This will be an annual requirement with a very tight turnaround.

3. Scope of Work

Black Hawk County's budget statement data file will be provided to the successful vendor by the County's property tax software vendor, Tyler Technologies.

As 2024 will be the first year of this mailing and the Iowa Department of Management and Tyler Technologies need to program software updates, the Vendor may be required to be in contact with Tyler Technologies to assist in the testing of sample data files prior to the live run.

The budget statement will be a two-page (**front and back**) document with no color. Black Hawk County estimates 45,000 documents will need to be mailed. The statement was developed by the HF718 statewide working group led by the Iowa Department of Management and includes the data required by HF718. Electronic statements are not allowed as the law requires delivery by regular mail.

4. Negotiation and Clarification

- 4.1. It is the Vendor's responsibility to seek clarification of any ambiguities or other issues regarding this RFP that are not fully understood. Black Hawk County may respond orally to questions about minor matters that affect only the inquirer. Responses to questions that may affect Vendors other than, or in addition to, the inquirer will be in writing and distributed to all Vendors.
- 4.2. Black Hawk County reserves the right to award based on the initial Proposal(s) received, without engaging in discussions or negotiations with Vendor(s). Accordingly, Vendor should submit its initial offer on the most favorable terms possible to Black Hawk County. Black Hawk County may, but is not obligated to, seek clarification of a Proposal. Black Hawk County may, but is not obligated to, conduct negotiations with one or more Vendors whose Proposals are competitive or may best meet the needs of Black Hawk County.

5. **Proposal Content**

- 5.1. By submitting a Proposal, Vendor represents that:
 - 5.1.1. It has fully examined and understands this RFP and has become fully informed of the service to be provided and of all requirements set forth in this RFP.
 - 5.1.2. The Proposal is based upon the requirements described in this RFP.
 - 5.1.3. All terms and conditions set forth in this RFP, including all Exhibits, are accepted and incorporated in the Proposal unless explicit exception is made to individual items.
 - 5.1.4. Vendor possesses the technical capabilities, equipment, financial resources, and personnel necessary to provide the requested services.
- 5.2. In order to respond to this RFP, the Proposal must provide accurate and complete information as requested below in Sections 6 through 9:
 - Section 6 - Mandatory requirements
 - Section 7 - Desirable Features
 - Section 8 - Vendor Information
 - Section 9 - Price
- 5.3. Failure to provide any requested information in this RFP may be cause for rejection of the Proposal.
- 5.4. Black Hawk County does not intend to limit the contents of your Proposal. Additional information deemed pertinent may be included. However, Black Hawk County reserves the right to exclude such information from consideration in evaluating Proposals.
- 5.5. Black Hawk County is a governmental subdivision subject to Iowa's open records law. Proposals submitted in response to this RFP are not confidential and may be disclosed publicly, particularly if requested in a valid public records request.

6. **Mandatory Requirements**

6.1. **Mailing Services:**

- Vendor must provide an overview and recent history of Vendor's experience with mailing services like this project, and answer the following questions:
- Will Vendor have appropriate staffing to accommodate this project?

- Will Vendor utilize third-party service providers in the delivery of these services? If so, identify each company and explain their specific role.
- What is the number of distinct client companies (include non-profits, governmental entities etc.) for which you currently provide mailing services? Of these, how many have a peak load month of March? Of these, how many are governmental entities (Federal, State, County, City, Other)?
- What is the maximum of monthly items printed and delivered for your largest customer?
- What is the location where the budget statements will be processed?
- Where is the nearest sectional center facility (SCF) to the location where the budget statements will be processed?
- Will you be able to meet the legally mandated March 20 deadline?
- What will be the source of envelopes for this project?

6.2. Service Requirements:

- Are you certified as Full or Basic Service with the U.S. Postal Service? Please provide a copy of your certification.
- If you incur a penalty from the postal service, is that penalty passed on to the County or is there compensation for failed or delayed mailing?
- Do you offer itemized postage and documentation? If you offer a group report, provide a postage statement sample.
- Do you have an IMP Trace on all pieces mailed for postal verification with the date received and mailed?
- Do you charge postage mark up? If so, explain.
- In what manner does the County view the budget statements to edit data?
- After the County provides the data file, when can the County expect the electronic proof?
- When will Vendor provide a physical report to the County including ports validating how many pieces were mailed and at what rates?
- What is the timeline for the budget statements to be delivered after the proof is approved?
- What type of training would you provide to the County prior to the actual process?
- What would your timeline be to set up contracts and proofing with the property tax software vendors prior to the live process?
- Based on the County's estimated 45,000 8 ½ X 11 two-page double-sided budget statements, could you provide an itemized cost for the envelopes, statement, CD with pdf, and postage?
- Can you provide a statement of work that identifies all pricing for the budget statement mail preparation (including method of grouping for shared envelopes), programming, NCOA Link and any customization? Identify how you will maximize postage savings.

- 6.3. Vendor must agree to the terms of, and have the required insurance coverage set forth in, Attachment A, Minimum Insurance Coverage.
- 6.4. Subcontractors must be pre-approved, **in writing**, by Black Hawk County prior to any work. Vendor shall require subcontractor to carry and maintain the same workers compensation and liability insurance required of the Vendor.

7. **Desirable Features**

- 7.1. The County may want to use inserts with their budget statements to provide additional information to customers. Can you provide inserts? Explain your answer.
- 7.2. Vendor should provide information and opinion on the use of OCR Scanline and/or QR code.

8. **Vendor Information**

- 8.1. Briefly describe business experience, including years providing mailing services, and technical capabilities.
- 8.2. Briefly describe ability to meet the legal mailing deadline of March 20.
- 8.3. Briefly list qualifications, experience, and references with similar projects.
- 8.4. Submit the titles and credentials of staff that will be assigned to Black Hawk County's account.
- 8.5. Briefly describe current mail volume versus capacity.
- 8.6. Describe your quality control measures to ensure an accurate and successful project.
- 8.7. Do you have a disaster recovery plan?

9. **Price**

- 9.1. Black Hawk County is not liable for taxes or for amounts representing taxes from which Black Hawk County is exempt as a local government entity. Black Hawk County's Federal Tax ID# 42-6005328.
- 9.2. Vendor must provide pricing schedule for information requested in Proposal.
- 9.3. It is the intent of Black Hawk County that the awarded Vendor will be utilized for up to 3 years, and that the proposal contain options for two one-year extensions. Please include with your proposal prices for years 2 and 3.

10. **Selection Criteria**

A responsible Vendor is one who in the opinion of Black Hawk County possesses the skill, ability, integrity, financial and other resources necessary for the faithful

execution of Black Hawk County's product needs. Proposals from responsible Vendors will be evaluated on the following criteria:

- 10.1 Ability to meet mandatory requirements.
- 10.2 Total cost to Black Hawk County for required products.
- 10.3 Experience, reputation, organization, skills and overall qualifications.
- 10.4 Ability to provide desired features.
- 10.5 Completeness of the Proposal.
- 10.6 Vendor's record of performance with Black Hawk County.

These factors will be weighed in any manner deemed appropriate by Black Hawk County and the contract will be awarded to the Vendor whose Proposal is in the best interest of Black Hawk County.

Black Hawk County may interview some or all of the Vendors to determine each Vendor's commitment to the proposed relationship and the quality of services offered. However, Black Hawk County reserves the right to enter a contract without further evaluation. Therefore, it is important that Proposals be as complete as possible. Black Hawk County reserves the right to accept a Proposal other than the lowest priced Proposal or to reject, in whole or in part, any or all Proposals for any reason.

11. **Limitation of Black Hawk County's Liability for this RFP**

Issuance of this RFP and any actions taken hereunder shall not create a duty on the part of Black Hawk County to pay any costs incurred by Vendor in connection with, or resulting from, this RFP. This includes, but is not limited to, the preparation or submission of Proposals, or responses to inquiries from Black Hawk County related to this RFP or Vendor's Proposal; or anticipation of a contract or otherwise with respect to this RFP or Vendor's Proposal.

12. **Agreement Terms and Conditions**

The agreement between Black Hawk County and the successful Vendor will be drawn principally from this RFP, the terms and conditions set forth in the Vendor's proposal and accepted by Black Hawk County, and any other conditions, responsibilities, and specifications provided by Black Hawk County. The acceptance of any Proposal is conditioned upon the negotiation of a mutually acceptable agreement. If an acceptable agreement is not reached within thirty (30) days of Vendor selection, Black Hawk County reserves the right to disqualify the Vendor and reevaluate the remaining Proposals.

Attachment A
Minimum Insurance Requirements

The following section shall be incorporated into specifications for any bid solicited by Black Hawk County and into any contract or agreement entered into by Black Hawk County.

- A. At all times during the contract/agreement the outside party will carry and maintain, at the outside party's expense, the following insurance:
 1. Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy, or maintenance of the premises and all areas appurtenant, thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate.
 2. Umbrella Liability Policy – The County requires liability limits of One Million Dollars (\$1,000,000) as determined through collaboration with the County Attorney and the Risk Assessment Manager.
 3. ~~Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.~~
 4. Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.
- B. ~~Should the bid require professional service elements (e.g. architectural, engineering, technology, software, health care, legal or professional system designs), the outside party may be required to carry professional errors and omissions coverage with a limit for each claim of not less than One Million Dollars (\$1,000,000).~~
- C. Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A-. It will be the outside party's responsibility to provide proof of its carrier's rating.
- D. The outside party shall agree to the following:
 1. ~~Black Hawk County will be named as an additional insured, on a primary and non-contributory basis, with respect to all general and automobile insurance policies and each such carrier will provide a waiver or subrogation in favor of Black Hawk County.~~

2. Should the project require electronic communications, storage, records, or record keeping (including, but not limited to, email, web based interface usage, electronically stored records or designs, or other electronic or online communications), Black Hawk County will require a Cyber Liability Insurance Policy with limits not less than One Million Dollars (\$1,000,000) per occurrence and Black Hawk County will be listed as additional insured.
3. Should the project require removal, cleanup, installation, or other disturbance of hazardous substances, Black Hawk County will require an Environmental/Pollution Insurance Policy with limits not less than One Million Dollars (\$1,000,000) per occurrence and Black Hawk County will be listed as additional insured.
4. Certificate of insurance will be submitted to the Board of Supervisors' Office prior to commencement of the contract/agreement and shall include the thirty-day notice of cancellation provision. If the outside party fails to perform any of its obligations under the County's Insurance and Policy Requirements, Black Hawk County reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.
5. Hold Harmless Agreement – The outside party shall indemnify and hold harmless Black Hawk County, its agents, and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense:

 - a. is attributable to bodily injury, sickness, disease or death, or to the damage to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
 - b. is caused in whole or in part by any negligent act or omission of the outside party or its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

For questions regarding Certificates of Insurance, contact the Board of Supervisors' Office at 319-833-3072.