



**Request for Proposals
RFP# 2019-696**

Utility Bill Printing and Mailing Services
NIGP Code 966

PROPOSALS DUE:

Monday, June 3, 2019, 3:00 P.M.
City of Aztec
201 W Chaco
Aztec, NM 87410

FINAL DATE FOR QUESTIONS

Thursday, May 23, 2019 10:00 AM

Tentative Commission Approval Date

June 25, 2019

For further information contact:

Kathy Lamb
Finance Director
City of Aztec
Phone: 505-334-7653
Fax: 505-334-7649
email: klamb@aztecm.gov

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NOTICE TO OFFERORS
City of Aztec, NM
RFP 2019-696 Utility Bill Printing and Mailing Services
Closing Date: Monday, June 3, 2019 3:00 P.M.

The City of Aztec is accepting competitive sealed proposals to provide utility bill printing and mailing services.

RFP documents may be obtained online by accessing the City's purchasing webpage through www.aztecnm.gov , Vendor Registry or by contacting Kathy Lamb at (505) 334-7653 or klamb@aztecnm.gov . Sealed proposals, plainly marked with the date and time of opening for RFP 2019-696, will be received by the City of Aztec at 201 W. Chaco, Aztec, New Mexico 87410, until the hour of 3:00 p.m. on June 3, 2019.

Any proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the City of Aztec, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Office before the advertised date and hour for the opening. Proposals which are delayed will not be considered and will be returned unopened.

The PROPOSAL DOCUMENTS may be examined at the City of Aztec Website <http://www.aztecnm.gov/purchasing/office.htm> under Request for Proposals.

Offerors are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

CITY OF AZTEC
Aztec, New Mexico 87410
Kathy Lamb

Publication: Daily Times, Wednesday, May 15, 2019

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Aztec (hereinafter "City") is requesting proposals for printing and mailing services of utility billing. The City anticipates an average printing of 3,300 utility statements per month. The Respondent is to provide dynamic, two-color, duplex printing (lasering) of statements, page-two of statements, and delinquent notices, if applicable, inserting statements, with remittance envelope and occasional additional inserts, prepare for mailing, and mailing the statements obtaining the best postage rate possible. Respondent shall have the capability of not inserting a remittance envelope in bank draft statements and in statements with a credit balance. This process is required on a monthly basis with a 24 hour mail out, turn-around guarantee.

B. BACKGROUND INFORMATION

The City is a municipality located in Aztec, New Mexico, which operates under a Commission-City Manager form of government. The City provides utility services for a water and waste water system, an electric system, and solid waste services to approximately 3,300 customers.

The City's utility billing and customer information system is a proprietary software application developed by American Data Group, Inc., located in Colorado. Billing data is processed through batch update process. The production of bill files and reports follows the update process. After the process is completed, the billing data files are sent via FTP to the vendor for processing. Once the print file is created, the bills and notices are currently laser printed on double sided 8 ½ x 11 inch white 20lb stock paper, blue, black ink, with a perforation for the tear off payment stub located at the top of the page. A sample is provided in Exhibit A of the Request for Proposal (RFP). After printing has been completed, bills and notices are folded and inserted with any applicable inserts and a return payment envelope into mailing envelopes. Bills are then prepared and processed for mailing. In some cases, customer bills may result in multiple pages and some customers may have multiple bills addressed to the same mailing address and must be grouped accordingly for mailing in a single envelope.

Twice a year, the city prepares a file for business tax renewals. These files are prepared separately and will be in pdf format. File will be transmitted using an electronic file transfer. The volume for each mailing is approximately 700 statements. These mailings will include a return envelope and may include an insert. The renewal statements include a remittance stub located at the bottom of the statement.

C. TERM OF AGREEMENT

1. It is the City's intent to enter into a single agreement with a selected Contractor to provide printing and mailing services, as is determined to be in the best interests of the City.
2. The fee proposal, as negotiated prior to contract execution (if required), shall be come the final unit price under the terms of this contract, for the initial term of the contract.
3. The maximum proposed term of the Contract for Print and Mailing Services, including contract renewals, is for a total of four (4) years. The initial term of the contract will be one (1) year with an option of three (3) automatic one year renewals.
4. In the event the City does not opt to renew the contract as stated under Sec C (3) above; or the City and Contractor are unable to reconfirm or renegotiate unit rates for another term, the City shall have the option of extending this contract at the current rates for a period of three months total for the purpose of completion of services started prior to current contract expiration or until a new contact can be established.

D. PROCUREMENT MANAGER

1. The City of Aztec has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Kathy Lamb, Procurement Manager
Address: 201 W Chaco, Aztec NM 87410
Telephone: (505) 334-7653
Fax: (505) 334-7649
Email: klamb@aztecnm.gov

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Kathy Lamb
Reference RFP Name: **RFP 2019-696 UTILITY BILL PRINTING AND MAILING SERVICES**

Address: City of Aztec
Purchasing Office
201 W Chaco
Aztec, New Mexico 87410

Please note, Aztec, New Mexico is not a guaranteed delivery area by express carriers. Responses must be received by the due date and time to be considered, not the date when delivered to carrier. The City is closed on Fridays (4-10 work schedule, Monday through Thursday); documented attempted deliveries by the carrier may be considered as timely responses IF provided by the date and time proposals are due.

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Respondents may contact ONLY the Procurement Manager regarding this procurement. Other city employees or Selection Committee members do not have the authority to respond on behalf of the Purchasing Office. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. INFORMATION PROVIDED BY THE CITY

1. Respondents are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Respondent s rely on any oral statement.
2. Should a Respondent find discrepancies in, or omissions from, this RFP and related documents, or should Respondent be in doubt as to meaning. Respondent shall immediately notify the City's designated representative and, if necessary, written addenda will be emailed to each Respondent who has returned the "Acknowledgement of Receipt" form, Appendix A. Each Respondent requesting an interpretation will be responsible of such requests to the City's designated representative in writing as outlined in this RFP. The City will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Addendum**” means a written or graphic instrument issued prior to the opening of Proposals, which clarifies, correct, or changes the Request for Proposals. Plural: addenda

“**Agency**” means the City of Aztec.

“**Authorized Purchaser**” means an individual authorized by the City to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**City**” means the City of Aztec.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning respondent’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with the City.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Respondents’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means a Respondent who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Respondent’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Respondent.

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement Manager” means any person or designee authorized by the City of Aztec to enter into or administer contracts and make written determinations with respect thereto.

“Purchasing Office” means the City of Aztec allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Respondent” is any person, corporation, or partnership who chooses to submit a proposal.

“Responsible Respondent” means an Respondent who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be

accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Respondent agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Respondents’ company.

“State (the State)” means the State of New Mexico.

“Statement of Concurrence” means an affirmative statement from the Respondent to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Respondents proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Respondent would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	City	May 15, 2019
2. Pre-Proposal Conference	City	None
3. Acknowledgement of Receipt Form	Potential Respondents	May 23, 2019
4. Deadline to submit Questions	Potential Respondents	May 23, 2019
5. Response to Written Questions	Procurement Manager	May 28, 2019
6. Submission of Proposal	Potential Respondents	June 3, 2019
7. Proposal Evaluation	Evaluation Committee	June 2019
8. Selection of Finalists	Evaluation Committee	June 2019
9. Best and Final Offers	Finalist Respondents	June 2019
10. Oral Presentation(s)	Finalist Respondents	June 2019
11. Finalize Contractual Agreements	City/Finalist Respondents	June 2019
12. Contract Awards	City/ Finalist Respondents	June 2019
13. Protest Deadline	Protest Manager	+15 days

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the City of Aztec on May 15, 2019.

2. Pre-Proposal Conference

A pre-proposal conference will NOT be held as indicated in the sequence of events.

3. Acknowledgement of Receipt

Potential Respondents should email, hand deliver, return by facsimile or mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 pm, local time, on **May 23, 2019**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Respondent's organization name shall not appear on the distribution list.

4. Deadline to Submit Written Questions

Potential Respondents may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **May 23, 2019 10:00 AM** Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Respondents whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Respondent's that provide Acknowledgement of Receipt Forms described in Sec II.B.3 before the deadline. Additional copies will be posted to: <http://www.aztecnm.gov/purchasing/office.html>.

6. Submission of Proposal

ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON **June 3, 2019**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I.D.2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 2019-696 Utility Bill Printing and Mailing Services. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Respondent organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Respondents during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City signature on the contract(s) resulting from the procurement has been obtained.

Proposals will be reviewed for completeness and compliance with requirements by the Procurement Manager. If any proposal submitted is deemed non-responsive by the Procurement Manager, the Respondent will be notified in writing of such determination and the method of protesting that determination (see Section II.C.1.).

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Respondents.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Respondents as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

Finalist Respondents may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Respondent's oral presentation and demonstration.

10. Oral Presentations

Finalist Respondents may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SPD.

11. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Respondent(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the City Purchasing Office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Respondent in the time specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Respondent(s) without undertaking a new procurement process.

12. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the City Procurement Manager will recommend award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Procurement Manager.

The contract shall be awarded to the Respondent (or Respondents) whose proposals are most advantageous to the City of Aztec, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate City approval.

13. Protest Deadline

Any protest by a Respondent must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Kris Farmer
Protest Manager
201 W Chaco
Aztec NM 87410

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Respondents must indicate their acceptance of the Conditions Governing the Procurement section in Submittal Form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

2. Incurring Cost

Any cost incurred by the potential Respondent in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Respondent. Any cost incurred by the Respondent for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Respondent.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this RFP. The City entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors may be allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

A Respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

6. Respondent's Rights to Withdraw Proposal

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Respondent must submit a written withdrawal request addressed to the Procurement Manager and signed by the Respondent's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if the Respondent is invited or required to submit one.

8. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the City. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Respondent has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- A. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- B. Confidential data is restricted to:
 - 1) confidential financial information concerning the Respondent's organization;
 - 2) and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3) PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which a Respondent has made a written request for confidentiality, the City Purchasing Office shall examine the Respondent's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Respondent takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the City of Aztec to the use of any Respondent's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the City of Aztec.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The City requires that all Respondents agree to be bound by the General Requirements contained in this RFP. Any Respondent's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Respondent which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the City through the Procurement Manager or in this RFP should be used as the basis for the preparation of Respondent proposals.

15. Contract Terms and Conditions

The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in the Sample Contract Appendix K. However, the City reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Respondent. The contents of this RFP, as revised and/or supplemented, and the successful Respondent's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should a Respondent object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX K) strongly enough to propose alternate terms and conditions in spite of the above, the Respondent must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Respondent's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the City and will result in disqualification of the Respondent's proposal.

Respondents must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If a Respondent fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Respondent), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Respondent) is an **explicit agreement** by the Respondent that the contractual terms and conditions contained herein are **accepted** by the Respondent.

16. Respondent's Terms and Conditions

Respondents must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Respondent), will be discussed only between the City and the Respondent selected and shall not be deemed an opportunity to amend the Respondent's proposal.

18. Respondent Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Respondent to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Respondent who is not a Responsible Respondent or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Respondent Representatives

The City reserves the right to require changes in the respondent's representatives if the assigned representative(s) is (are) not, in the opinion of the City, adequately meeting the needs of the City.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

By law (Section 13-1-191, NMSA, 1978) the City is required to inform Respondents of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

22. City Rights

The City in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Respondent's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Respondents and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Respondent's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Purchasing Office's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Respondent must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Respondent's possession and the version maintained by the City, the Respondent acknowledges that the version maintained by the City shall govern. Please refer to: <http://www.aztecm.gov/purchasing/office.html>

28. Campaign Contribution Disclosure Form

Respondent must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX C, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the identified official positions. Failure to complete and return the signed unaltered form will result in disqualification.

29. Submittal Form

Respondent's proposal must be accompanied by the Submittal Form located on Appendix B which must be completed and signed by an individual person authorized to obligate the company.

30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the City of Aztec for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City Purchasing Office if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Respondent nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City of Aztec Purchasing Office. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City of Aztec may terminate the involved contract for

cause. Still further the City Purchasing Office may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City Purchasing Office.

31. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Respondents must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. **New Mexico Business Preference**

B. **New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Respondent should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP, APPENDIX D.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

32. Conflict of Interest

- A. Respondent warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.
- B. Respondent must notify the City's Chief Procurement Officer if any employee(s) of the requesting department or the Finance Department have a financial interest in the Respondent. If yes, the Respondent must specify the employee(s) name in their proposal.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Respondents shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Respondent's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

RFP 2019-696 Utility Bill Printing And Mailing Services

Original proposal, hard copies and electronic copy must be received no later than the time and date indicated in Section II.B. Submission of Proposal.

Respondents should deliver:

Proposals – ONE (1) ORIGINAL, THREE (3) HARD COPIES, and ONE (1) ELECTRONIC COPY of the proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**

- Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file

The electronic version/copy of the proposal **must** mirror the physical proposal submitted (i.e. One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C. Proposal Format**, may be deemed non-responsive and rejected on that basis.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Total pages allowed in the Proposal: 30 – limited to the proposal summary and technical specifications response. All other items required in the proposal do not count towards the total pages.

Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- A. Signed Submittal Form
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Technical Specifications Response
- E. Cost Proposals
- F. Business Specifications
 - 1) Signed Campaign Contribution Form
 - 2) Debarment/Suspension Form
 - 3) Current Insurance Certificate
 - 4) Completed W-9
 - 5) New Mexico Preferences (If applicable)
 - 6) Response to Contract Terms and Conditions
 - 7) Respondent's Additional Terms and Conditions
- G. Other Supporting Material (If applicable)

Within each section of the proposal, Respondents should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only on the cost response form.

The proposal summary may be included by potential Respondents to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Respondent's proposal.

IV. SPECIFICATIONS

Respondents should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. SCOPE OF WORK

The City of Aztec is soliciting proposals from vendors interested in providing the services necessary to print and mail the City's utility bills monthly and business license renewals twice a year. In addition, the City may choose to redesign its utility bill. The City is seeking a vendor who can provide the types of design and format services that would result in flexible, professional and easy to understand billing statements, should the City choose to reformat its billing statements. The design should include the front and back of bills. The City is most interested in a bill presentation that will accommodate the use of graphics, bar graphs, color. The ultimate design should be able to accommodate the changing demands of the utility industry; be adaptable to different classes of customers, commercial versus residential; and incorporate the billing date generated by the City's utility billing system.

It is expected that the vendor will satisfy the following requirements:

- 1) Assist the City with statement design, layout and programming changes to allow for modifications as industry and programs requirements change, when requested;
- 2) Obtain the best price available on white perforated paper, custom printed #10 white window, carrier envelopes (Exhibit D), and custom printed #9 white-remittance envelopes (Exhibit E). The City reserves the right to change color, sizes, etc.;
 - a) Purchase and store these supplies for the City;
 - b) Respondent shall be responsible for maintaining adequate inventory.
 - c) Offer shall charge the City for supplies as they are used.
- 3) Respondent shall provide, when requested, blank statement forms, #10 & #9 envelopes for use by City.
- 4) Respondent shall provide messaging capabilities on statements based on certain criteria, i.e. final bill, new customer, bank draft, delinquent messages, etc. Respondent shall provide detailed rate descriptions from detail types and class codes provided in the City's file layout.
- 5) Data is to be received by the Respondent via Secure Transfer Website site. Proposals shall include additional information for data requirements.
- 6) The data file shall conform to the City's data record format layout. It will be a fixed record length ASCII format. Respondent shall be required to Secure Transfer Website transferring of data.
- 7) Provide assistance (size, weight requirements, and other factors) when inserts are to be placed in the utility statements. Inserts may be prepared by Respondent, or provided by the City;
- 8) Bar coding for postal mailing and payment stub process to optimize efficiency and postal cost reductions. The City requires the following bar coding requirements. Please include the cost of these services on the form of proposal Item K.
 - a) U.S. Postal Service standards bar coding (please reference the type of scanning suggested as required by the U.S. Postal Service, i.e. window envelope scanning or printed on envelop scanning).

- 9) Insure that utility bills will be delivered to the U.S. Post Office for distribution within 24 hours after receipt of data. The Respondent shall outline their best and worst case turnaround time scenario.
- 10) Provide automatic confirmation to the City upon delivery of bills to the U.S. Postal Service. Vendor must maintain CASS certification and address correction/forwarding on behalf of the City.
- 11) All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
- 12) Provide an Identity Theft Prevention Program document, security plan, and SSAE16 audit report that explains how the City of Aztec Utilities information is kept separate from the information of other vendor customers and how the information is being protected from unauthorized exposure and use while under the control of the vendor.
- 13) Provide live telephone support to the City of Aztec for problem resolution.
- 14) The City has attached a sample single-page billing statement (Exhibit A). A two page statement is also attached (Exhibit B). Note: Page-two is not the same format as page one. Please see Exhibit B. The forms will be 8-1/2 x 11, duplexed, 20lb weight, with two color (Blue and Black) and graphic capabilities. The back of the statement shall provide financial assistance information in addition to other information on back side of statement.
- 15) Respondent shall provide dual runs prior to mailing out statements (applicable to go live and later changes in programs, utility statements, delinquent notices, etc.). Dual run process will be designed in conjunction with the City to provide testing and verification to the City's satisfaction.
- 16) The Respondent shall have a disaster recovery program (hardware and software) available to insure all statements are printed and mailed. The Respondent shall address in their proposal their disaster plan procedures. The Respondent shall detail to the City their off-site data backup storage methodology, data recover procedures, printing and mailing of data.
- 17) Respondent shall print a report listing all City customers with suspected incorrect addresses and shall mail report via email to the City for follow up and correction.
- 18) When requested by City, Respondent shall print a monthly Mail Master List and shall mail list to the City. Respondent shall submit a USPS Form 3600-PC and/or 3605-PC, as applicable, which verifies the number of City statements mailed daily for cross-checking and problem solving resolution, when requested by City.
- 19) All of the reports in this section shall be packaged and mailed same business day by the Respondent, to the City of Aztec, Attn: Customer Service Billing Department, 201 W Chaco St, Aztec, NM 87410 via express mail, or best way, arrangements to be negotiated. Respondent shall bill the City at their cost for the express mailing.
- 20) The Respondent shall have the capability of inserting between 4 and 5 inserts, (in addition to the #9 white remittance envelope) with the option of providing inserts into designated statements (i.e. Senior Citizens Code, specific zip codes, etc.).
- 21) The Respondent shall be responsible for the application of postage, coordination, required preparation, and delivery of the City's billing statements to the U.S. Post Office. The Respondent shall guarantee to process the City's mail down to the carrier route to obtain the best postal rate available. The Respondent's proposal shall outline their procedure for the following:

- a) Invoicing process and monitor of the City’s postage usage/cost;
 - b) Availability and approach to determining postage cost savings (i.e. bar coding, postal optimization, carrier route and zip+4).
 - c) Respondent shall outline the best and worst case USPS time frame, and best mail-out and delivery.
 - d) Notification of City if an insert(s) takes postage over one ounce
- 22) Respondent shall process business license renewals twice a year. The files are prepared separately and will be in pdf format. File will be transmitted using an electronic file transfer. The volume for each mailing is approximately 700 statements. These mailings will include a return envelope and may include an insert. The renewal statements include a remittance stub located at the bottom of the statement.
- 23) The Respondent shall send all billing for the automated statement process contracted service to the City of Aztec, Accounts Payable, 201 W Chaco St, Aztec, NM 87410 or electronically (preferred method) to acctspayable@aztecnm.gov. The statement shall provide complete reporting to verify the number of statements sent with/without remittance envelopes, the number of page-two statements, the number of delinquent notices, the number of pre-sorted pieces, the number of first class pieces, the number of overweight pieces, the number of inserts (if applicable) and other accounting information. Reference Exhibit C.

B. TECHNICAL SPECIFICATIONS

1) Approach to Scope of Work

- a. Implementation;
- b. System conversion & Training if necessary;
- c. Description of services to be provided;
- d. Description of available user support services including type of support (on-line, on-site, etc.), the support telephone number, normal hours of support and procedures for handling support calls.

2) Experience and performance on comparable engagements (references to be provided).

- a. Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- b. Include information on five (5) prior or current customers of similar size and nature as that of the City service area.
- c. Describe any particular difficulties confronted in past or current contracts for proposed services and how the Respondent addressed and resolved the issues.

3) Qualifications

Respondents shall describe their company and staff qualifications as they relate to successfully implementing programs comparable to the services proposed for the City. Describe these qualifications by providing the following information:

Company Qualifications

Provide a brief introduction and overview including history, background, and mission and/or vision of the company.

Staff Qualifications

Professional Resumes – Respondents shall provide a professional resume for each key member (including support personnel) of the proposed team organized in the following manner:

- a. Professional Background
- b. Current and Past Relevant Employment
- c. Listing of Directly Relevant Projects (Client Names, Role of the Individuals, etc.)

4) Samples of work.

Provide three sample documents prepared for other customers. Utility customer examples are preferred. Narrative should include descriptions of documents (unique features, design challenges, etc.).

5) Proposal Response

Proposals submitted will be evaluated for overall response (thoroughness), accuracy, presentation, organization and clarity.

C. COST PROPOSALS

Appendix F Cost Proposal to be completed and submitted with proposal.

D. BUSINESS SPECIFICATIONS

1. Submittal Form

The Respondent's proposal **must** be accompanied by the Submittal Form located in APPENDIX B. The form **must** be completed and **must** be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Respondent **must** complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Respondent's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX C)

3. Debarment/Suspension Form

The Respondent must complete the Debarment/Suspension Form and submit a signed copy with the Respondent's proposal. (APPENDIX E)

4. Certificate(s) of Insurance

The Respondent must include current Certificate(s) of insurance

5. W-9 Form

The Respondent must include a completed W-9 form. IRS link to current form and instructions: <https://www.irs.gov/forms-pubs/about-form-w-9>

6. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Respondents must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

7. Response to Contract Terms and Conditions

All commercial, technical, legal or other conditions or exceptions relating to the provisions of the RFP and the draft Agreement must be clearly stated in this section of the proposal. Respondents should be aware that any conditions or exceptions are made solely at the risk of the Respondent and the City reserves the right to reject proposals containing any unacceptable conditions or exceptions. Respondents shall use this section to discuss guarantees and warranties that the Respondent will offer the City and the risks it is willing to take.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Respondent proposals by sub-category.

Factors – correspond to section IV.B and IV C	Points Available
Technical Specifications	
Tech1. Approach to Scope of Work	125
Tech2. Experience and Performance	85
Tech3. Qualifications	85
Tech4. Samples of Work	50
Tech5. Proposal Responsiveness, Completeness, and Clarity	30
Cost Proposal	125
Business Specifications	
Bus1. Submittal Form	Pass/Fail
Bus2. Signed Campaign Contribution Disclosure Form	Pass/Fail
Bus3. Debarment/Suspension Form	Pass/Fail
Bus4. Certificate of Insurance	Pass/Fail
Bus5. W9 Complete	Pass/Fail
Bus6.A New Mexico Preference - Resident Vendor Points per Section IV C. 7 <u>Certification must be included to be considered</u>	
Bus6.B New Mexico Preference - Resident Veterans Points per Section IV C.7 <u>Certification must be included to be considered</u>	
Bus7. Contract Terms & Conditions	Yes/No
TOTAL	500 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Tech.1 Approach to Scope of Work (See Table 1)

Maximum of 125 points will be awarded based on the Respondent’s approach to successfully implement and maintain services for the City and citizens of Aztec. Thoroughness and clarity of the response of and the perceived validity of the response, as well as the knowledge of the proposed staff will be considered.

Tech.2 Experience and Performance (See Table 1)

Maximum of 85 points will be awarded based on the Respondent’s experience with similar types of services to government agencies or private industry, including scheduling, cost control, and problem resolution.

Tech.3 Qualifications (See Table 1)

Maximum of 85 Points will be awarded based on the qualifications of the firm and key team members.

Tech.4 Samples of Work (See Table 1)

Maximum of 50 Points may be awarded for work samples.

Tech.5 Proposal Responsiveness (See Table 1)

Maximum of 30 Points may be awarded based on the proposal responsiveness including organization, thoroughness, perceived validity of the response and clarity.

Cost1. Cost (See Table 1)

The evaluation of each Respondent’s cost proposal will be calculated to a monthly cost based on customer statements produced for May 2019. Points will be calculated using the following formula:

$$\frac{\text{Lowest Responsive Cost}}{\text{This Respondent’s Cost Proposal}} \times 150$$

Bus.1 Submittal Form (See Table 1)

Pass/Fail only. No points assigned.

Bus.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

Bus.3 Disbarment/Suspension Form (See Table 1)

Pass/Fail only. No points assigned

Bus.4 Certificate of Insurance (See Table 1)

Pass/Fail only. No points assigned

Bus.5 W9 Complete (See Table 1)

Pass/Fail only. No points assigned

Bus.6. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Respondent has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Respondent has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

Bus.7. Contract Terms & Conditions

Yes/No only. No points assigned.

C. EVALUATION PROCESS

1. All Respondent proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Respondent for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Respondents with the highest scores will be selected as finalist Respondents, based upon the proposals submitted. The responsible Respondents whose proposals are most advantageous to the City of Aztec taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

RFP 2019-696 Utility Bill Printing and Mailing Services
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with EXHIBIT E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than May 23, 2019 5:00 PM. Only potential Respondents who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Respondent written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Kathy Lamb
RFP 2019-696 Utility Bill Printing and Mailing Services
City of Aztec
Purchasing Office
201 W Chaco, Aztec NM 87410
Phone: 505-334-7653
Fax: 505-334-7649
E-mail: klamb@aztecnm.gov

APPENDIX B: REQUEST FOR PROPOSALS SUBMITTAL FORM

REQUEST FOR PROPOSALS SUBMITTAL FORM
RFP 2019-696 Utility Bill Printing and Mailing Services

1. RESPONDENT INFORMATION

_____ COMPANY NAME

_____ ADDRESS/CITY/STATE/ZIP

If a corporation, state of incorporation: _____

New Mexico Tax ID No: _____ Federal Tax Id No: _____

2. CONTACT PERSON TO CLARIFY/RESPOND TO INQUIRIES

_____ NAME TELEPHONE NUMBER

_____ TITLE EMAIL ADDRESS

3. PERSON AUTHORIZED TO CONTRACTUALLY OBLIGATE ON BEHALF OF THIS OFFER

_____ NAME TELEPHONE NUMBER

_____ TITLE EMAIL ADDRESS

4. PERSON AUTHORIZED TO NEGOTIATE ON BEHALF OF THIS OFFER

_____ NAME TELEPHONE NUMBER

_____ TITLE EMAIL ADDRESS

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

IMPORTANT – PROPOSALS SUBMITTED ELECTRONICALLY MUST BE SUBMITTED THROUGH THE CITY’S E-PROCUREMENT SYSTEM ONLY. HARD COPY PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

As required by 13-1-111 NMSA 1978 the City of Aztec (City) is requesting competitive sealed proposals for utility bill printing and mail services.

Sealed proposals will be received until **June 3, 2019, 3:00 P.M. MDT** and then opened at the **City of Aztec Finance Conference Room**. The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process.

Respondents submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award. The City will open all proposals, assign an evaluation committee and evaluate all proposals; determine the need for, conduct any negotiations; and make a final recommendation to the City Commission for award of the agreement or contract.

The agreement or contract award shall be made to the responsible Respondent or Respondents whose proposal is most advantageous to the City of Aztec, taking into consideration the evaluation factors set forth in the RFP. The award of an agreement or contract for professional services shall be made based upon the criteria which does not include price.

The City reserves the right to reject any or all proposals, cancel the RFP in its entirety or to waive irregularities at its option when it is in the best interest of the City of Aztec.

The undersigned accepts the Conditions Governing the Procurement, as required in Section II.C.1

The undersigned concurs that submission of our proposal constitutes acceptance of Section V of this RFP.

The undersigned acknowledges receipt of any and all amendments.

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that the undersigned Respondent has read and understands the scope and conditions of the proposal.

The Respondent further warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Respondent certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

The undersigned, in submitting this proposal, represents that Respondent is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, or physical or mental handicap as specified in Sec. 28-1-7 NMSA 1978 in the performance of this contract.

To be a valid proposal, Respondent must sign here (individual authorized to contractually commit Respondent)

Signature

Printed Name

Title

RETURN THIS FORM (2 pages) WITH YOUR PROPOSAL

APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS MADE TO: Mayor Victor C. Snover, Mayor-ProTem Rosalyn A. Fry, Commissioner Mark E. Lewis, Commissioner Austin R. Randall, and/or Commissioner Sherri A. Sipe.

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX D: RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* _____
(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

APPENDIX E: DEBARMENT/SUSPENSION CERTIFICATION FORM

CITY OF AZTEC

DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PROCUREMENT IS \$60,000 OR GREATER

CONFLICT OF INTEREST

No elected official or employee of the City of Aztec (COA) has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any COA elected official or employee, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with any federal entity, state agency or local public body. The Vendor agrees to provide immediate notice to the COA Purchasing Office in the event of being suspended, debarred or declared ineligible by any entity (federal , state or local), or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION STATUS requirements RFP SEC II Conditions Governing The Procurement: C General Requirements: Disclosure Regarding Responsibility and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Title: _____ Date: _____

Names Typed: _____ Company Name: _____

Address: _____ City/State/Zip: _____

APPENDIX F: COST PROPOSAL

COST PROPOSAL

	Estimate
A. <u>Billing Statement Breakdown</u> Laser printing 8-1/2 x 11 perforated; two-color printing front and back billing statements, to include 20lb paper stock, inserting bill statements, and remittance envelopes when applicable. Ref Exhibit A.	\$ _____
Custom Printed #10 White-Window, Carrier Envelopes. Ref Exhibit D	\$ _____
Custom Printed #9 White-Remittance Envelopes. Ref Exhibit E	\$ _____
SUBTOTAL A:	\$ _____
B. <u>Page-Two Billing Statement Breakdown</u> Laser printing 8-1/2 x 11 perforated; two-color printing front and back billing statements, to include 20lb paper stock. Ref Exhibit B.	\$ _____
C. <u>Initial Programming and Setup</u> (one time charge)	\$ _____
D. <u>Additional Inserts and Mailing</u>	\$ _____
E. <u>Postal Delivery – Price Each</u>	\$ _____
<i>The City Of Aztec Reserves The Right To Determine If The Following Pricing Structures Will Be Part Of The Final Evaluation.</i>	
G. Billing statement, page-two	\$ _____
H. Custom printed carrier envelopes	\$ _____
I. Custom printed remittance envelopes	\$ _____
J. Business Licenses	\$ _____
K. Other Additional Costs/Optional Services (List services and detailed costs on a separate sheet)	\$ _____

APPENDIX G: DRAFT AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the City of Aztec, New Mexico, a municipal corporation ("CITY"), and ("CONTRACTOR").

The City Commission of the City of Aztec approved RFP 2019-696 Utility Bill Printing and Mailing Services on _____ for providing services as described in this Agreement.

ARTICLE 1. BASIS OF COMPENSATION

For Basic Services, as described in Article 3, Basic Compensation shall be computed as described in Exhibit A.

In the event the Agreement is renewed, the cost shall be subject to increase or decrease based upon the price redetermination mutually agreed upon by both the CITY and CONTRACTOR as described in Exhibit B.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall be effective as to the 1st day of July, 2019 and shall continue, subject to the provisions of Article (9) and Article (10), until June 30, 2020. This Agreement shall be renewed automatically, subject to the appropriation of funds by the City Commission, from year to year for three (3) additional consecutive one year periods, unless terminated as herein provided.

ARTICLE 3. BASIC SERVICES

To provide services consisting of an average printing of 3,300 utility statements per month, and an average of 350 delinquent notices per month. The Contractor will provide dynamic, two-color, duplex printing (lasering) of statements, page-two of statements, and delinquent notices, if applicable, inserting statements, with remittance envelope and occasional additional inserts, prepare for mailing, and mailing the statements obtaining the best postage rate possible. Contractor shall have the capability of not inserting a remittance envelope in bank draft statements and in statements with a credit balance. This process is required on a monthly basis, with a same day mail out, turn-around guarantee. Data transmission shall be transferred on a monthly basis.

Scope of Services.

1. Assist the City with statement design, layout and programming changes to allow for modifications as industry and programs requirements change, when requested;
2. Obtain the best price available on white perforated paper, custom printed #10 white window, carrier envelopes, and custom printed #9 white-remittance envelopes. The City reserves the right to change color, sizes, etc.;
 - a) Purchase and store these supplies for the City;
 - b) Contractor shall be responsible for maintaining adequate inventory.
 - c) Contractor shall bill the City for supplies as they are used.
3. Contractor shall provide, when requested, blank statement forms, #10 & #9 envelopes for use by City.
4. Contractor shall provide messaging capabilities on statements based on certain criteria, i.e. final bill, new customer, bank draft, delinquent messages, etc. Contractor shall provide detailed rate descriptions from detail types and class codes provided in the City's file layout.

5. Data is to be received by the Contractor via Secure Transfer Website site.
6. The data file shall conform to the City's data record format layout. It will be a fixed record length ASCII format. Contractor shall be required to Secure Transfer Website transferring of data.
7. Provide assistance (size, weight requirements, and other factors) when inserts are to be placed in the utility statements. Inserts may be prepared by Contractor, or provided by the City;
8. Bar coding for postal mailing and payment stub process to optimize efficiency and postal cost reductions. The City requires the following bar coding requirements.
 - a) U.S. Postal Service standards bar coding (please reference the type of scanning suggested as required by the U.S. Postal Service, i.e. window envelope scanning or printed on envelop scanning).
9. Insure that utility bills will be delivered to the U.S. Post Office for distribution within 24 hours after receipt of data. The Contractor shall outline their best and worst case turnaround time scenario.
10. Provide automatic confirmation to the City upon delivery of bills to the U.S. Postal Service. Vendor must maintain CASS certification and address correction/forwarding on behalf of the City.
11. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
12. Provide an Identity Theft Prevention Program document, security plan, and SSAE16 audit report that explains how the City of Aztec Utilities information is kept separate from the information of other vendor customers and how the information is being protected from unauthorized exposure and use while under the control of the vendor.
13. Provide live telephone support to the City of Aztec for problem resolution.
14. Mailed items shall conform to the format(s) approved by the City.
15. Contractor shall provide dual runs prior to mailing out statements (applicable to go live and later changes in programs, utility statements, delinquent notices, etc.). Dual run process will be designed in conjunction with the City to provide testing and verification to the City's satisfaction.
16. The Contractor shall have a disaster recovery program (hardware and software) available to insure all statements are printed and mailed. The Contractor shall address in their proposal their disaster plan procedures. The Contractor shall detail to the City their off-site data backup storage methodology, data recover procedures, printing and mailing of data.
17. Contractor shall print a report listing all City customers with suspected incorrect addresses and shall mail report via email to the City for follow up and correction.
18. When requested by City, Contractor shall print a monthly Mail Master List and shall mail list to the City. Contractor shall submit a USPS Form 3600-PC and/or 3605-PC, as applicable, which verifies the number of City statements mailed daily for cross-checking and problem solving resolution, when requested by City.
19. All of the reports in this section shall be packaged and mailed same business day by the Contractor, to the City of Aztec, Attn: Customer Service Billing Department, 201 W Chaco St, Aztec, NM 87410 via express mail, or best way, arrangements to be negotiated. Contractor shall bill the City at their cost for the express mailing.

20. The Contractor shall have the capability of inserting between 4 and 5 inserts, (in addition to the #9 white remittance envelope) with the option of providing inserts into designated statements (i.e. Senior Citizens Code, specific zip codes, etc.).
21. The Contractor shall be responsible for the application of postage, coordination, required preparation, and delivery of the City's billing statements to the U.S. Post Office. The Contractor shall guarantee to process the City's mail down to the carrier route to obtain the best postal rate available.
22. Contractor shall process business license renewals twice a year. The files are prepared separately and will be in pdf format. File will be transmitted using an electronic file transfer. The volume for each mailing is approximately 700 statements. These mailings will include a return envelope and may include an insert. The renewal statements include a remittance stub located at the bottom of the statement.

ARTICLE 4. PAYMENT

1. For payment due for basic services the CONTRACTOR shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the CONTRACTOR's services as rendered.
2. The CONTRACTOR shall provide an invoice which provides detailed billing for services provided no later than (90) calendar days after the date of services have been rendered. The invoice shall provide complete reporting to verify the number of statements sent with/without remittance envelopes, the number of page-two statements, the number of delinquent notices, the number of pre-sorted pieces, the number of first class pieces, the number of overweight pieces, the number of inserts (if applicable) and other accounting information. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.

3. The invoice shall be addressed as follows:

City of Aztec Accounts Payable
201 W Chaco St
Aztec, New Mexico 87410

OR submitted electronically to acctspayable@aztecnm.gov

4. Payments shall be paid to CONTRACTOR within 30 days contingent upon the following:
 - 1) Application of payment discounts, if considered to be in the best interest of the CITY;
 - 2) From date of receipt by the CITY of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the CITY;
 - 3) On the condition that the CONTRACTOR has accomplished the Services to the satisfaction of the CITY. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the CONTRACTOR.

ARTICLE 5. REPORTS AND RECORDS

CONTRACTOR shall maintain full and complete financial records kept in accordance with approved and accepted accounting procedure which records shall be available for inspection by the CITY at reasonable times and upon reasonable notice.

ARTICLE 6. DESIGNATED REPRESENTATIVE

The CITY designates the Customer Service Administrator or their designee, as its representative in connection with this Agreement. This representative shall be available as often as may be necessary for inspecting and approving the services or authorizing changes, and for approving all records pertinent to this Agreement.

ARTICLE 7. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE 8. INDEPENDENT CONTRACTOR

Neither the CONTRACTOR nor the CONTRACTOR's employees are considered to be employees of the City of Aztec for any purpose whatsoever. CONTRACTOR is considered as an independent CONTRACTOR at all times in the performance of the Services described in Article 3. CONTRACTOR further agrees that neither CONTRACTOR nor its employees are entitled to any benefits from the CITY under the provisions of the Workers' Compensation Act of the State of New Mexico.

ARTICLE 9. TERMINATION FOR CAUSE

If, through any cause, CONTRACTOR fails to fulfill in a timely and proper manner CONTRACTOR's obligations under this Agreement or if CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If CONTRACTOR fails to correct the cause within time period specified in this notice, which time period shall be reasonable under the circumstances, CITY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

ARTICLE 10. TERMINATION FOR CONVENIENCE OF CITY

The CITY may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the CONTRACTOR. If this Agreement is terminated due to the fault of CONTRACTOR, Article 9 of this Agreement relative to termination shall apply and no compensation or reimbursement to CONTRACTOR shall be due. If terminated for any other reason, CITY will reimburse CONTRACTOR for all documented out-of-pocket expenses incurred in connection with this Agreement.

ARTICLE 11. DISCRIMINATION PROHIBITED

In performing the required Services, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

ARTICLE 12. ENFORCEMENT

CONTRACTOR agrees to pay to the CITY all costs and expenses including reasonable attorney's fees incurred by the CITY in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

ARTICLE 13. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Aztec .

ARTICLE 14. SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CITY nor the CONTRACTOR shall assign, sub-let or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 15. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

ARTICLE 16. INDEMNIFICATION

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless CITY and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by CONTRACTOR. CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to protect, defend, indemnify, and hold harm less the CITY and its officials, agents and employees from and against any and all claims, liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of CONTRACTOR.

ARTICLE 17. NOTICE & REQUESTS

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested, addressed as follows:

CONTRACTOR:

Attn:

CITY: City of Aztec

Attn: Purchasing Office
201 W Chaco St
Aztec NM 87410

or to such address as either party designates by written notice to the other.

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at Aztec, New Mexico effective the day and year first above written.

CITY: CITY OF AZTEC

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:

By: _____

Title: _____

Telephone Number: _____

NM Taxpayer Identification Number: _____

Federal Taxpayer Identification or Social Security Number: _____

ATTEST OR WITNESS:

Title: _____

EXHIBIT A COST

A. Billing Statement Breakdown

Laser printing 8-1/2 x 11 perforated; two-color printing front and back billing statements, to include 20lb paper stock, inserting bill statements, and remittance envelopes when applicable. \$ _____

Custom Printed #10 White-Window, Carrier Envelopes. \$ _____

Custom Printed #9 White-Remittance Envelopes. \$ _____

B. Page-Two Billing Statement Breakdown

Laser printing 8-1/2 x 11 perforated; two-color printing front and back billing statements, to include 20lb paper stock. \$ _____

C. Initial Programming and Setup
(one time charge) \$ _____

D. Additional Inserts and Mailing \$ _____

E. Postal Delivery – Price Each \$ _____

G. Billing statement, page-two \$ _____

H. Custom printed carrier envelopes \$ _____

I. Custom printed remittance envelopes \$ _____

J. Business Licenses \$ _____

K. Other Additional Costs/Optional Services
(List services and detailed costs on a separate sheet) \$ _____

EXHIBIT B PRICE REDETERMINATION

1. This contract is considered a FIXED-PRICE CONTRACT. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract.
2. Price Re-determination
 - a) In the event the contract is renewed, the contract unit price shall be firm for the duration of the contract, unless otherwise stipulated in these Special Provisions.
- 2) The Contractor's price to be paid is subject to increase or decrease upon approval of the Contractor's written request to the Purchasing Office. Such request shall include the cause for the adjustment. The price redetermination shall include the amount of the change requested with documentation to support the requested adjustment. The price redetermination documentation shall follow one of the three price adjustment parameters.
- 3) Such price adjustment shall be by the percentage listed below as documented and the contract shall be modified accordingly provided that:
 - a. Manufacturer's Documented Price Adjustment: The price to be paid shall be increased or decreased by 100% of the change as reflected in the price supporting documentation as supplied by the manufacturer. OR
 - b. Consumer Price Index (CPI-U): The price to be paid shall be increased or decreased by 75% of the change as reflected by the All Items Index of the Consumers Price Index published by the U.S. Department of Labor for the Preceding twelve months, provided that any such increase or decrease shall not exceed eight percent of the rates set forth in the contract. CPI review on an annual basis. OR
 - c. Producer's Price Index (PPI): The price to be paid shall be increased or decreased by 100% of the change as reflected by a mutually agreed Industry Code of the Producers Price Index published by the U.S. Department of Labor. PPI review on an annual basis.
- 4) The increased contract unit price may be effective after 30 calendar days provided that the Contractor submits a written request, with supporting documentation, for an increase, at least thirty (30) calendar days prior to the proposed effective date of the price increase;
- 5) The increased contract price shall not apply to orders received by the Contractor prior to the effective date of the increased contract price. Orders placed, via City Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date of signature by the City Manager and Finance Director;
- 6) Such requested contract price increase shall become effective only upon approval by the City's Purchasing Officer.
- 7) Within thirty (30) calendar days after receipt of a Contractor's, the City's Purchasing Officer may cancel, without liability to the Contractor, any item on this contract or the contract in it's entirety.

EXHIBIT A: SINGLE PAGE BILLING STATEMENT



City of Aztec
Utility Billing Department
 201 West Chaco Street
 Aztec, NM 87410
 (505) 334-7670
 www.aztecnm.gov

ACCOUNT #	PAYID
12345	123B
YOUR BALANCE WITH US	
PREVIOUS BALANCE	-44.49
LAST PAYMENT	0.00
PAST DUE BALANCE	-44.49
CURRENT CHARGES	191.72
DUE 03/11/19	
TOTAL DUE	147.23

CUSTOMER NAME
 CUSTOMER NAME
 123 MAIN ST
 AZTEC NM 87410-3106

AMOUNT PAID _____

DETACH AND RETURN STUB WITH REMITTANCE City of Aztec Utility Billing Department * (505) 334-7670

ACCOUNT NUMBER	SERVICE ADDRESS		BILLING PERIOD		BILL DATE	
12345	123 MAIN ST		01/15/19 to 02/14/19		02/25/19	
ELECTRIC						
	Previous		Current		Usage	
	Date	Read	Date	Read	Current	Year Ago
	01/08/2019	32686	02/07/2019	33298	612	608
					Meter S-0041	
EL	ELECTRIC SERVICE					44.75
EL	POWER SUPPLY COST @ 0.055000					33.66
Total Electric Charges					78.41	
WATER						
	Previous		Current		Usage	
	Date	Read	Date	Read	Current	Year Ago
	01/08/2019	2799	02/07/2019	2802	3	5
					Meter 429613	
WA	WATER SERVICE					26.20
WC	WATER CAPITAL RESERVE					5.65
Total Water Charges					31.85	
WASTE WATER						
	SW	AVG USE 5				38.00
	WW	WWTR PLANT IMPROVEMENTS				13.95
Total Waste Water Charges					51.95	
TRASH SERVICE						
	TR	TRASH SERVICE	2 POLY-KARTS		15.60	
	RC	RECYCLE CENTER				2.35
Total Trash Service Charges					17.95	
MESSAGE CENTER						
					TAXES	11.56
					PENALTIES	0.00
					CURRENT CHARGES	191.72
					PAST DUE BALANCE	-44.49
TOTAL BALANCE DUE					147.23	

Place this side out in the return envelope

Check List

Have you:

- ✓ Enclosed your check, payable to the City of Aztec?
- ✓ Enclosed your remittance slip?



City of Aztec
201 W CHACO ST
AZTEC NM 87410-1915

General Information: If you have a question about your bill, please call the City of Aztec, Utility Customer Service Department at (505) 334-7670. Our hours of operation are Monday through Thursday, 7:15am to 5:00pm. You can visit our website at www.aztecnm.gov for a wide range of information, including conservation tips, website links to other conservation tips, Aztec Utility Guidebook to help understand your billing, frequently asked questions, and rates. Our website also provides various forms such as bank drafts and budget billing.

Usage: The number under the usage column for electric (EL) represents kilowatt hours (kWh). The number under the usage column for water (WA) represents the number times 1,000 gallons. (4 = 4, 000 gallons.)

Due Date: All bills are due and payable by the due date printed on the front side of this bill. A grace period is given which is 10 days from due date. Active accounts not paid by the end of the grace period will be considered past due and will be subject to a 5% late fee and disconnection. Final billed accounts that are not paid within 30 days of due date will be subject to collections.

Rates: Rates are available at upon request. You can also visit our website at www.aztecnm.gov to view our rates online.

Methods of Payment: By check, money orders, cash, debit or credit cards.

- By Mail: Mail check or money order to City of Aztec, 201 W. Chaco St., Aztec, NM 87401
- In Person: 201 W. Chaco St., Aztec, NM 87410
- Drop Box: South Parking Lot, near Utility office at 201 W. Chaco St., Aztec NM 87410
- By Phone: Pay with a Credit or Debit Card – call (505) 334-7670
- Online: Visit www.aztecnm.gov Click on City Services, Utility Billing and Pay Bill Online.
- Bank Draft: Complete Bank Draft Authorization form for automatic monthly bank drafts.

Other Services Offered:

Budget Billing- You pay the same amount each month based on your last year of service.

Online Utility Bill Lookup and Payment- You can view and/or pay your account online.

Automatic Bank Draft – You can have your utility payment automatically drafted from your bank account each month.

Paperless Billing- You can have your bill sent directly to your email and clear the clutter of paper bills.

Not sure about Paperless? You can do both – have a paper bill emailed to you and receive one in the mail.

To learn more about these services visit the Utility Customer Service webpage at www.aztecnm.gov or call our office at (505)-334-7670.

Afterhours Non-Emergency: If you have a non-emergency for electric, water or sewer service that is after our hours of operation, you can call San Juan County dispatch at (505) 334-6622 for assistance. Please note, that an afterhours fee may be charged to your account, if a City of Aztec employee needs to respond to the location afterhours.

EXHIBIT B: TWO PAGE BILLING STATEMENT



City of Aztec
Utility Billing Department
 201 West Chaco Street
 Aztec, NM 87410
 (505) 334-7670
 www.aztecnm.gov

ACCOUNT #	PAYID
12345	1234A
YOUR BALANCE WITH US	
PREVIOUS BALANCE	8222.12
LAST PAYMENT	8222.12
PAST DUE BALANCE	0
CURRENT CHARGES DUE 03/11/19	7058.82
TOTAL DUE	7058.82

COMPANY NAME
 123 MAIN ST
 AZTEC NM 87410-0000

AMOUNT PAID _____

DETACH AND RETURN STUB WITH REMITTANCE City of Aztec Utility Billing Department * (505) 334-7670

ACCOUNT NUMBER	SERVICE ADDRESS		BILLING PERIOD		BILL DATE		
12345	123 MAIN ST		01/15/19 to 02/14/19		02/25/19		
ELECTRIC							
	Previous		Current		Usage		
	Date	Read	Date	Read	Current	Year Ago	
	01/10/2019	41290	02/11/2019	41892	36120	35160	
	01/10/2019	52514	02/11/2019	52514	0	193	
						Meter SSA-0227	
						Meter S-0967	
EL	ELECTRIC SERVICE					2056.60	
EL	POWER SUPPLY COST @ 0.055000					1986.60	
EL	ELECTRIC SERVICE					35.00	
EL	POWER SUPPLY COST @ 0.055000					0.00	
Total Electric Charges					4078.20		
WATER							
	Previous		Current		Usage		
	Date	Read	Date	Read	Current	Year Ago	
	01/10/2019	10206	02/11/2019	10492	286	207	
							Meter 15244253
WA	WATER SERVICE					1514.40	
WC	WATER CAPITAL RESERVE					5.65	
Total Water Charges					1520.05		
WASTE WATER							
	SW	SEWER SERVICE		USAGE	286	1163.00	
	WW	WWTR PLANT IMPROVEMENTS					13.95
	Total Waste Water Charges					1176.95	
TRASH SERVICE							
	TR	TRASH SERVICE		1- 3YRD 3X WEEK		192.67	
	RC	RECYCLE CENTER					2.35
	Total Trash Service Charges					195.02	
MISCELLANEOUS CHARGES							
MC	DISCONNECT NOTICE					20.00	
Total Miscellaneous Charges					20.00		

Place this side out in the return envelope

Check List

Have you:

- ✓ Enclosed your check, payable to the City of Aztec?
- ✓ Enclosed your remittance slip?



City of Aztec
201 W CHACO ST
AZTEC NM 87410-1915

General Information: If you have a question about your bill, please call the City of Aztec, Utility Customer Service Department at (505) 334-7670. Our hours of operation are Monday through Thursday, 7:15am to 5:00pm. You can visit our website at www.aztecnm.gov for a wide range of information, including conservation tips, website links to other conservation tips, Aztec Utility Guidebook to help understand your billing, frequently asked questions, and rates. Our website also provides various forms such as bank drafts and budget billing.

Usage: The number under the usage column for electric (EL) represents kilowatt hours (kWh). The number under the usage column for water (WA) represents the number times 1,000 gallons. (4 = 4, 000 gallons.)

Due Date: All bills are due and payable by the due date printed on the front side of this bill. A grace period is given which is 10 days from due date. Active accounts not paid by the end of the grace period will be considered past due and will be subject to a 5% late fee and disconnection. Final billed accounts that are not paid within 30 days of due date will be subject to collections.

Rates: Rates are available at upon request. You can also visit our website at www.aztecnm.gov to view our rates online.

Methods of Payment: By check, money orders, cash, debit or credit cards.

- By Mail: Mail check or money order to City of Aztec, 201 W. Chaco St., Aztec, NM 87401
- In Person: 201 W. Chaco St., Aztec, NM 87410
- Drop Box: South Parking Lot, near Utility office at 201 W. Chaco St., Aztec NM 87410
- By Phone: Pay with a Credit or Debit Card – call (505) 334-7670
- Online: Visit www.aztecnm.gov Click on City Services, Utility Billing and Pay Bill Online.
- Bank Draft: Complete Bank Draft Authorization form for automatic monthly bank drafts.

Other Services Offered:

Budget Billing- You pay the same amount each month based on your last year of service.

Online Utility Bill Lookup and Payment- You can view and/or pay your account online.

Automatic Bank Draft – You can have your utility payment automatically drafted from your bank account each month.

Paperless Billing- You can have your bill sent directly to your email and clear the clutter of paper bills.

Not sure about Paperless? You can do both – have a paper bill emailed to you and receive one in the mail.

To learn more about these services visit the Utility Customer Service webpage at www.aztecnm.gov or call our office at (505)-334-7670.

Afterhours Non-Emergency: If you have a non-emergency for electric, water or sewer service that is after our hours of operation, you can call San Juan County dispatch at (505) 334-6622 for assistance. Please note, that an afterhours fee may be charged to your account, if a City of Aztec employee needs to respond to the location afterhours.

MESSAGE CENTER	
	TAXES 68.60
	PENALTIES 0.00
	CURRENT CHARGES 7058.82
	PAST DUE BALANCE 0
	TOTAL BALANCE DUE 7058.82

EXHIBIT C: SAMPLE CONTRACTOR MONTHLY BILLING

United States Postal Service
**Postage Statement - First-Class Mail and
 First-Class Package Service**

Post Office: Note Mail Arrival Date & Time
 (Do Not Round-Stamp)

Copy

Use this form for First-Class Mail and First-Class Package Service.

Mailer Permit Holder's Name and Address and Email Address, if Any Postal Pros, Inc. Postal Pros, Inc. 4100 Hawkins St NE Ste B Albuquerque, NM 87109-4531 operations@postalpros.com CAPS Cust. Ref. No. _____ CRID: 5349612	Telephone 505-341-0509	Name and Address of Mailing Agent (if other than permit holder)	Telephone	Name and Address of Mail Owner (if other than permit holder)
	Aztec			

Post Office of Mailing ADC - Albuquerque, NM 87101-0002	Processing Category <input type="checkbox"/> Letters <input type="checkbox"/> Flats <input checked="" type="checkbox"/> Parcels	Parcels Only Hold For Pickup (HFPU) No. of Pieces	Mailing Date Jan 22, 2015	Federal Agency Cost Code	Statement Seq. No. 111525	No. and Type of Containers 0 Sacks 5 1 ft. Letter Trays 13 2 ft. Letter Trays 0 EMM Letter Trays 0 Flat Trays 0 Pallets 0 Other
Type of Postage <input type="checkbox"/> Permit Imprint <input type="checkbox"/> Precanceled Stamps <input checked="" type="checkbox"/> Metered	Weight of a Single Piece 0.0625 pounds	Combined Mailing <input type="checkbox"/> Single Class	SSF Transaction ID#	Total Pieces 2,973	Customer Generated Electronic Labels <input type="checkbox"/> SigCon	Total Weight 185.8125
Permit # 1747	For Mail Enclosed Within Another Class <input type="checkbox"/> Standard Mail <input type="checkbox"/> Bound Printed Matter	Library Mail <input type="checkbox"/> Media Mail	Move Update Method: <input type="checkbox"/> ACS <input checked="" type="checkbox"/> NCOA Link <input type="checkbox"/> Alternative Method	OneCode ACS Ancillary Service Endorsement r/s Alternative Address Format Multiple	Total Weight 185.8125	

Letter or Flat-size mailpieces contain: <input type="checkbox"/> Round Trip ONLY: One DVD/CD or other disk	Parts Completed (Select all that apply) <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> S <input type="checkbox"/> NSA
This is a Political Campaign Mailing Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Subtotal Postage (Add parts totals) \$1,141.33
This is Official Election Mail Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Price at Which Postage Affixed (Check one). Complete if the mailing includes pieces bearing metered/PC Postage or precanceled stamps. <input type="checkbox"/> Correct <input checked="" type="checkbox"/> Lowest <input type="checkbox"/> Neither
2	2973 pcs. x \$0.381 = Postage Affixed \$1,132.713
3	Incentive/Discount Flat Dollar Amount -
4	Fee Flat Dollar Amount +
5 Permit #	Net Postage Due (Line 1 +/- Lines 2, 3, 4) \$8.62

Additional Postage Payment (State reason) For postage affixed add additional payment to net postage due for permit imprint add additional payment to total postage.	Total Adjusted Postage Affixed
Postmaster: Report Total Postage In AIC 121	Total Adjusted Postage Permit Imprint

Incentive/Discount Claimed: _____ Type of Fee: _____

The mailer's signature certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.

Signature of Mailer or Agent _____ Printed Name of Mailer or Agent Signing Form Postal Pros, Inc. Telephone 505-341-0509

USPS Use Only To be completed in non-Postal/One/ sites	Weight of a Single Piece _____ pound	Are postage figures at left adjusted from mailer's entries? If yes, reason: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Total Pieces _____ Total Weight _____	
	Total Postage _____	
	Presort Verification Performed? (if required) <input type="checkbox"/> Yes <input type="checkbox"/> No I CERTIFY that this mailing has been inspected for each item below if required: (1) eligibility for postage prices claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; (4) payment of annual fee; and (5) sufficient funds on deposit. (if required)	Round Stamp (Required) Payment Date
	USPS Employee's Signature _____	Date Mailing Notified _____ Contact _____ By (Initials) _____ Time _____ AM/PM _____ Print USPS Employee's Name _____

First-Class Mail

Part A
Automation Prices

Check box at left if prices are populated in this section.

Postcards <i>(eligible for postcard price)</i>		Price	No. of Pieces	Subtotal Postage	Discount Total*	Fee Total	Total Postage
A1	5-Digit	\$0.251					
A2	3-Digit	0.265					
A3	AADC	0.265					
A4	Mixed AADC	0.278					

Letters		Price	No. of Pieces	Subtotal Postage	Discount Total*	Fee Total	Total Postage
A5	5-Digit	0.381	2728	1039.368			1039.368
A6	3-Digit						
A7	AADC	0.406	159	64.554			64.554
A8	Mixed AADC	0.435	86	37.410			37.410

Flats		Price	No. of Pieces	Subtotal Postage	Discount Total*	Fee Total	Total Postage
A9	5-Digit						
A10	3-Digit						
A11	ADC						
A12	Mixed ADC						

A13	Part A Total (Add lines A1-A12)						1141.332
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Full Service Intelligent Mail Option

A14	DISPLAY ONLY	Postcards - Number of pieces that comply	x \$ 0.003 =	
A15	DISPLAY ONLY	Letters - Number of pieces that comply	x \$ 0.003 =	
A16	DISPLAY ONLY	Flats - Number of pieces that comply	x \$ 0.003 =	

* May contain both Full Service Intelligent Mail and other discount - see Instructions page for additional information.

EXHIBIT D: CARRIER ENVELOPES



CITY OF AZTEC
UTILITIES OFFICE
201 WEST CHACO
AZTEC, NM 87410-1900



EXHIBIT E: CUSTOM PRINTED #9 WHITE-REMITTANCE ENVELOPES

