

REQUEST FOR PROPOSALS
RFP No. 2019-004

**UTILITY STATEMENT PRINTING, MAILING, E-BILLING & E-PAYMENT SERVICES
FOR THE CITY OF ALAMOGORDO, NEW MEXICO**

I. Introduction

A. Purpose of this Request for Proposal

The City of Alamogordo (hereinafter “City”) is seeking proposals from vendor(s) that can provide utility statement processing, printing, mailing, e-billing, and e-payment services for the municipal utility. The successful proposer shall be able to provide all of the services listed herein and provide a single point-of-contact to handle technical issues, utility customer inquiries, and billing/payment disputes.

The City will accept and review proposals that include an association of companies providing the different services if one company is explicitly identified as the primary vendor and explicitly accepts responsibility for the performance of all companies listed as a service provider – *the City will not entertain any proposal which would require the City, or its customers, to contact more than one vendor to resolve any issue.*

BACKGROUND INFORMATION

The City of Alamogordo Customer Service Division is responsible for the service, monthly billing and receipt of payment for approximately 13,450 utility customers. City utilities include water (potable and effluent), sewer, and garbage collection. Utility bills are prepared on a daily basis and customers are billed monthly for all services.

The City relies exclusively on Superior (formerly Sungard) NAVILINE Ver. 9.1.17 or newer for all aspects of utility customer service, creation of utility charges and receipt of payments. The City also relies on the Zenner/Minol AMR for 99% of the monthly meter reads.

GENERAL INFORMATION

The City is requesting proposals for:

- A. Utility statement processing, printing, folding, inserting, and mailing services.
- B. Electronic utility bill presentment, including on-line, e-mail and text notification
- C. Electronic utility bill payment services (debit/credit card and e-check) including on-line (PC, tablet, mobile), telephone, and over the counter.

Proposers are encouraged to include an option for a self-serve e-payment kiosk.

For calendar year 2018 the City of Alamogordo Customer Service Division prepared, on average:

- 12,960 utility statements per month
- 1,300 overflow pages per month
- 850 delinquent payment notifications per month
- 12,960 monthly inserts (City Profile, 1-11x14 page, duplex)

For calendar year 2018 the City of Alamogordo Customer Service Division received some 43,500 payments via credit/debit card, or e-check with an average transaction of \$79.20.

B. Project Description/Scope of Work

The Scope of Work is to provide Utility Statement Printing, Mailing, E-Billing & E-Payment Services in accordance to Attachment A

C. CHIEF PROCUREMENT OFFICER

1. Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Barbara Pyeatt, Chief Procurement Officer
Address: Purchasing Department
2600 N. Florida Ave.
Alamogordo, NM 88310
Telephone: (575) 439-4116
Fax: (575) 439-4117
Email: bpyeatt@ci.alamogordo.nm.us

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

Name: Purchasing Department
Attn: Barbara Pyeatt, CPO
Reference: RFP 2019-004 Utility Statement Printing, Mailing, E-Billing & E-Payment Services
Address: 2600 N Florida Ave.
Alamogordo, New Mexico 85310

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement.

NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS RFP WILL RENDER THE PROPOSAL NON-COMPLIANT.

II. Conditions Governing the Procurement

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

A. *SEQUENCE OF EVENTS*

The Chief Procurement Officer will make every effort to adhere to the following schedule. However, if the Selection Committee makes a selection at the proposal Short Listing, oral presentation will not apply:

Action	Responsible Party	Due Dates
Issue RFP	City of Alamogordo	September 22, 2019
Deadline to submit Written Questions	Potential Offerors	September 30, 2019
Addenda if necessary	City of Alamogordo	October 2, 2019
Submission Proposals	Potential Offerors	October 15, 2019
Proposal Evaluation	Evaluation Committee	October 22, 2019
Oral Presentation	City of Alamogordo	November 1, 2019
Authorization of Award	City Commission	November 19, 2019

B. *EXPLANATION OF EVENTS*

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

1. **Issuance of RFP**

This RFP is being issued on behalf of the Administration for City of Alamogordo.

2. **Distribution List Response Due**

Potential Offerors can hand deliver, return by facsimile, email or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, ATTACHMENT D, 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 Chief Procurement Officer.

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 organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A pre-proposal conference will not be held for this project.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section II, Paragraph C.

5. Response to Written Questions

An Addendum will be issued in response to all written questions and will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and on the City's website. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2.

All offerors will be required to acknowledge receipt of RFP amendment(s) in writing as part of their proposal transmittal. A failure to acknowledge receipt of RFP amendment(s) may be cause for rejection of the proposal.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON see Section II A. Sequence of Events. 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 Chief Procurement Officer at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the package clearly indicate that they are in response to the RFP 2019-004 UTILITY STATEMENT PRINTING, MAILING, E-BILLING & E-PAYMENT SERVICES. Proposals submitted by facsimile, or other electronic means, will not be accepted.

At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Alamogordo by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

A public log will be kept of the names of all Offer organizations that submitted proposals. The contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposal has been awarded.

Proposals accepted by the City shall be valid for a period of ninety (90) days following the deadline for the proposal submittal.

8. Proposal Evaluation

A Selection 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 Chief Procurement Officer may initiate discussions with Offerors 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 Offerors.

9. Oral Presentations

Finalist Offerors 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 Issuing Department and Chief Procurement Officer.

10. Contract Awards

The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City of Alamogordo reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

11. Protest Deadline

Any protest by an Offeror must be in conformance with Section 2-13-300 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the commission's approval to negotiate and will end at 5:00 pm MDT on the fifteenth (15) calendar day following that approval. Protests must be written and must include the name and address of the Protester and the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Manager. The protest must be delivered to the following address:

Name: Barbara Pyeatt
Title: Chief Procurement Officer
Address 2600 N. Florida Ave.
Alamogordo, NM 88310
Fax Number: 575-439-4117
E-mail: bpyeatt@ci.alamogordo.nm.us

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

This procurement will be conducted in accordance with the City of Alamogordo's procurement regulations.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Subcontractors

The selected firm shall not assign, sublet, or transfer their interest in this agreement without prior written consent from the City. If such an assignment is allowed, the firm entering into this contract shall be ultimately responsible to ensure that the work is performed satisfactorily.

4. Offerors

Since the award is made on a quality-based evaluation process, replacement of offerors after award of and prior to the contract execution may cause the Offeror to be disqualified.

5. Amended Proposals

An Offeror 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. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offerors Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offerors 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. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by City of Alamogordo. 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 Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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. Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. 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 an Offeror has made a written request for confidentiality, City of Alamogordo shall examine the Offerors request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror 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.

8. No Obligation

This procurement in no manner obligates the City of Alamogordo or any of its Departments to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

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

10. Sufficient Appropriation

Any agreement or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the offeror. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the offeror as final. The budget for the Advertising and Marketing Services is contingent upon sufficient funds available. Lodgers Tax comprises the primary funding source and as such is utilized based on definitions provided under the Lodger's Tax Act, Section 3-28-15 NMSA 1978. Services are performed by independent contractors, but must be expended in accordance with all applicable statutes and regulations.

11. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Chief Procurement Officer.

12. Governing Law

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

13. Basis for Proposal

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

14. Contract Terms and Conditions

The City of Alamogordo reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the City of Alamogordo's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The City of Alamogordo may or may not accept the alternative language. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the City of Alamogordo and will result in disqualification of the Offerors proposal.

15. Offerors Terms and Conditions

Offerors 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 of Alamogordo. Not to be included in page count.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City of Alamogordo and the Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

17. Offeror Qualifications

The Selection Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Section 2-13-110 of the City of Alamogordo Procurement Ordinance.

18. Right to Waive Minor Irregularities

The Chief Procurement Officer reserves the right to waive minor irregularities. The Chief Procurement Officer 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 Chief Procurement Officer.

19. Change in Representatives

The City of Alamogordo reserve the right to require a change in offeror representatives if the assigned representatives are not, in the opinion of the City of Alamogordo, meeting its needs adequately.

20. Notice - Bribery and Kickbacks

New Mexico criminal statues imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. City of Alamogordo Rights

The City of Alamogordo in agreement with the Chief Procurement Officer reserves the right to accept all or a portion of a potential Offerors proposal.

This procurement in no manner obligates the City of Alamogordo or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors must secure from the Chief Procurement Officer and the Owner written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offerors proposal.

23. Ownership of Proposals

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

24. Confidentiality

Any confidential information provided to, or developed by, the firm in the performance of services under this contract shall be kept confidential and shall not be made available to any individual or organization by the firm without the prior written approval of the City Commission.

The Offeror agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City Commission's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Firm(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

25. Electronic mail address required

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

26. Use of Electronic Versions of this RFP

This solicitation is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the solicitation. In the event of conflict between a version of the solicitation in the Offerors possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Attachment C) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made. **Failure to complete and return the signed unaltered form will result in disqualification.**

28. Conflict of Interest; Governmental Conduct Act.

The Offeror 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 Offeror 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 state employee or former state employee have been followed.

29. Utilization of Proposal

The City of Alamogordo may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement costs, and improve the timely acquisition of supplies, equipment and services. The Respondent to whom a contract is awarded under this solicitation may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase supplies, equipment and services provided by the Respondent(s) under its contract with the City of Alamogordo, pursuant to terms and conditions stated therein.

30. Award of Contract

The award shall be made to the responsible Offeror whose proposal is most advantageous to the City of Alamogordo taking into consideration the evaluation factors set forth in this solicitation. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top three ranked firms to develop final rankings or may consider the rankings based on the proposals as final.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

31. Registration

All work shall be under the direction of a Licensed Professional registered by the State of New Mexico.

32. Insurance

Public Liability and Automobile Liability Insurance

General Liability: Bodily Injury Liability and Property Damage Liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$500,000 each occurrence

\$1,000,000 aggregate

Property Damage Liability:

\$500,000 each occurrence

\$1,000,000 aggregate

1. The policy to provide this insurance is to be written on a Comprehensive General Liability form which must include the following:
 - a. Coverage for liability arising out of the operation of independent Contractors.
 - b. Completed Operations Coverage.
 - c. Attachment of the Broad Form Comprehensive General Liability Endorsement.
2. In the event that any use of explosives is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
3. In the event that any form of work next to an existing building or structure is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of:

The collapse of or structural injury to any building or structure due to excavation, including borrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

4. Coverage must be included for injury to or destruction of any property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.

Automobile Liability Insurance coverage for the CONTRACTOR (whether included in the policy providing General Liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars. The limits of liability for Automobile Liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$500,000 each person

\$1,000,000 each occurrence

Property Damage Liability:
\$1,000,000 each occurrence

Workers' Compensation Insurance

The CONTRACTOR shall also carry Workers' Compensation Insurance or otherwise fully comply with the provisions of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

Owners' Protective Liability Insurance

The CONTRACTOR shall purchase Standard Form Owners' Protective Liability insurance naming the OWNER as the name insured, with limits of liability applicable in full to the subject project as follows:

Bodily Injury Liability:
\$500,000 each occurrence

Property Damage Liability:
\$100,000 each occurrence

Property Damage and Bodily Injury Combined:
\$1,000,000 aggregate

III RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. PROPOSAL FORMAT

PROPOSAL FORMAT

1. Proposal Organization

Offerors shall submit **SIX (6) hard copies and ONE (1) electronic copy** of their proposal to the location specified in this RFP, on or before the closing date and time for receipt of proposals. Proposals shall follow the format as described below:

- A maximum of **TWENTY FIVE (25)** pages of 8.5"by 11" paper, including title, index, and other required information, not including front and back covers, transmittal letter, Veteran's Preference Certification Form, Resident Business Certificate, or Campaign Contribution Disclosure Form.
- Bound on left-hand margin.
- Minimum font size 10.
- Front cover with RFP number, project title, date, and firm's name (not included in page limit).

- Back cover without any text (not included in page limit).
- The proposal must be organized and indexed in the following format and order and must contain, as a minimum, all listed items in the sequence indicated:
 1. Letter of transmittal, not to exceed one page (not included in page limit). If applicable, will include **written acknowledgment of receipt of RFP amendment(s)**;
 2. Responses to the six (6) Selection Criteria items, addressing all requested information, in the order presented in this RFP above. Provide the Selection Criteria title at the beginning of each response so that it is clear what proposal text is addressing each Selection Criteria item.
- If applicable, Offerors shall complete Attachment E – Resident Veterans Preference Certification Form and submit with each copy of the proposal (not included in page count).
- If applicable, Offerors shall provide Resident Business Certificate and submit with each copy of the proposal (not included in page count).
- Offerors shall complete Attachment C – Campaign Contribution Disclosure Form and submit with each copy of the proposal (not included in page count).
- To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Offeror prior to scheduled proposal submittal deadline. Failure to do so may be just cause for rejection of proposal.
- Proposals shall be delivered in sealed envelopes which shall be clearly marked **“RFP 2019-003 Utility Statement Printing, Mailing, E-Billing & E-Payment Services”** on the outside of the envelope. Proposals shall be signed by a representative authorized to bind the company.

IV. EVALUATION

A. CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

1. **Proposed Scope of Work** **(30 points)**

Adequacy of proposed approach to the tasks described in the Scope of Work

2. **Experience** **(30 points)**

Experience and qualifications of Offeror's staff to perform the tasks described in this RFP. Statements which clearly describe in detail the firm's current skills and experience. A detailed summary describing the extent of effort or involvement of your firm with respect to Scope of Services detailed in this RFP, including evaluation of not less than three references where the offeror provides similar services to local government agencies.

3. **Examples Provided** **(15 points)**

Offeror shall provide samples of their work, including links to on-line services for PC, Tablet, and Mobile access. The City will evaluate the samples on quality of materials,

professional appearance, and end user interface.

4. **Pricing** (25 points)

Provide Cost Schedule for Scope of Work (Attachment B).

The evaluation of each Offeror's Cost Proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror's All-In Cost}} \times 25 = \text{Awarded Points}$$

TOTAL AVAILABLE POINTS = 100

Additional Preference Award Points Available per #1, #2 or #3 below

An Offeror must specify which preference below they would claim if qualifying for more than one. The preference values are not cumulative.

1. Resident Veterans Preference Certification, Attachment 5 (Certificate Required)

Available Points = 7, 8 or 10 Percent of total Points

Complete the Resident Veterans Preference Certification Form in Attachment 5, if applicable.

2. New Mexico Business Preference, (Certificate Required)

Available Points = 5 Percent of total Points

Points will be awarded based upon offerors ability to provide a copy of a current Resident Business Certificate.

3. Local Business Preference

Points will be awarded based upon offerors ability to provide proof of Local Business Residence.

Available Points = 10 Percent of total Points

B. EVALUATION PROCESS:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.

4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors may be asked to present oral presentation. Points awarded from oral presentations will be added to the previously assigned points to attain final scores.
5. The responsible Offeror (s) whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section IV, will be recommended for Contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

C. PRESENTATION AGENDA

Offerors should be prepared to speak on the following issues during the course of their presentation.

Grasp of Project Requirements - Discussion of firm's analysis and level of interest.

Design Approach/Methodology - Discussion of the methodology the firm proposes to use in providing the required services.

Key Personnel and Roles - Discussion of personal qualifications and professional skills of key individuals.

Pertinent Experience of the Firm - Discussion of related projects presented as previous work of the firm.

PRESENTATION SCHEDULE

A Presentation Schedule of the top evaluated firms that will be continuing in the evaluation process will be issued.

Offeror's proposal will be utilized by the evaluation committee and any additional presentation material shall be distributed at the time of Offeror's presentation.

City personnel will be available during the Offeror's set-up period, and during the presentation to offer assistance.

A one (1) hour maximum time allotment will be available for each firm. A fifteen (15) minute question and answer period shall be incorporated within the presentation period.

The City requests that Offerors address all concerns outlined in the RFP during their scheduled presentation. The RFP outlines the City's project summary and it is our intent to refine in detail the scope of work, additional requirements and agreement format during negotiations with the top evaluated firm.

BID EVALUATION CRITERION FOR AREA BUSINESSES – LOCAL BUSINESS PREFERENCE

Effective March 20, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid evaluation criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If a non-Area Business is the highest ranking Prequalified Candidate, the evaluation score of the proposal submitted by an Area Business shall be multiplied by a Local Preference Factor of 1.10. If the resulting score of the Area Business receiving the Local Preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to be awarded the Area Business receiving the preference. If no proposals are received from an Area Business, or if the proposal received from an Area Business does not qualify for an award after multiplication by the Local Preference Factor, the contract shall be recommended to be awarded the highest-ranking proposer.

View the following link for the complete Ordinance No. 1490 Local Preference:

<http://ci.alamogordo.nm.us/AssetsOrdinance+1490.pdf>

This procurement will be conducted in accordance with the City of Alamogordo Purchasing Ordinance No. 1304.

RESIDENT VETERANS PREFERENCE CERTIFICATION

To receive a Veterans Preference pursuant to Section 13-1-21 and 13-1-22 NMSA 1978, a resident veteran's business shall submit with its proposal a copy of a valid "Resident Veterans Preference Certification" issued by the Taxation and Revenue Department. For the purpose of scoring points, the State of New Mexico General Services Department Purchasing Division Policy Memo FY13-001 shall apply to a proposal submitted by a resident veteran's business. For information on obtaining a Resident Veterans Preference Certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, NM 87502-5374, telephone (505) 827-0951.

IN-STATE PREFERENCE (RESIDENT BUSINESS)

To receive a resident business preference pursuant to Section 13-4-2 NMSA 1978, an offeror shall submit with its proposal a copy of a valid resident business certificate issued by the taxation and revenue department. For a proposal submitted by a resident business with the required Resident Business Certificate, in addition to the total points on an RFP, 5% must be added for preference points.

For information on obtaining a resident business certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951 or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>

An offeror must specify which preference they would claim if qualifying for more than one. The preference values are not cumulative

Attachment A

SCOPE OF WORK

Mandatory Specifications

A. Utility statement processing, printing, folding, inserting, and mailing services.

Offeror shall be able to receive City of Alamogordo billing data files via vendor hosted secure FTP site on a daily basis. Accurately use provided data to populate a billing format (See ATTACHMENT "F"), print the bill, fold, insert in envelope (including return envelope), seal, apply first class postage and deliver to US Postal Service not more than 24 hours after receipt of City data files.

The Offeror shall be a full service facility that processes, inserts, prints, and mails the utility statements at one facility.

City data and customer information provided under this contract shall remain the property of the City. Offeror will be responsible for protecting Privacy Act information from abuse and misuse according to all applicable law. Disclosure of City's data and information shall be strictly prohibited. Unauthorized use or disclosure of confidential or Privacy Act information will not be tolerated, and will be sufficient grounds for termination of contract, and any other penalty provided by applicable law.

Contractor will indemnify and hold City harmless for damages caused by unauthorized or accidental release of confidential or Privacy Act information. Contractor will not disclose or discuss City's billing methods or technology with any outside party without prior written consent of the City.

1. SPECIFIC:

Tasks involved includes Offeror's ability of supporting the City's current utility statement data file format and producing monthly utility statement and delinquency notifications, using the City's data records.

- a) City's data files will contain all information needed to properly bill the City's utility customers.
- b) Offeror shall print unique bill messages provided by the City on utility statements each billing cycle.
- c) Offeror shall group utility statement mailings by like customer number, insert utility statements into envelopes, insert and fold any additional inserts, and mail utility statements to City's utility customers. Utility statements shall be metered and mailed not more than 24 hours after Offeror receives the City's utility statement data file.
- d) The City's utility statement data files are in a fixed record length ASCII format. The transmitted data files will be sent by the City to the Offeror in a zipped compressed

format via the internet. The data file transmission is transferred by the City every business day to Offeror before 10:00 a.m. Mountain Time.

- e) Offeror shall download the City's utility statement data file from an offeror supported File Transfer Protocol (FTP) site.
- f) Offeror's printing software shall conform to the City's data record format layout.
- g) Offeror shall provide three-color digital printing. Utility statements shall be printed on 8-1/2x11, white, 20# paper stock, and perforated to allow for a portion of the bill to be returned with payment.
 - a. Successful offeror will work with the City to design/redesign the City's utility bill, including a possible restructuring of the utility bill format to a "postal card format".
- h) Utility statements are printed on front and some may require a two page statement as an overflow statement.
- i) Estimated annual quantity for utility statements is 155,000. Estimated annual quantity for overflow statements is 15,000
- j) Offeror shall provide messaging on the utility statement based on certain criteria. The following are some types of bill messages; corrected bill, final bill, credit balance, payment plan, auto pay, and budget billing.
- k) Offeror shall provide detailed utility rate descriptions for water, and sewer and associated utility class codes as provided in the City's data file layout.
- l) Offeror shall extract water consumption from data file layout and display usage in a graph on the utility statements. Graph shall depict up to a rolling thirteen (13) month consumption history for water services.
- m) Offeror shall combine utility statement mailing for customers with multiple utility accounts billed on the same day into one envelope.
- n) Offeror shall provide blank utility statement forms to the City, upon request.

2. UTILITY DELINQUENCY NOTICES (ATTACHMENT "G")

- a) Offeror shall assist the City with changing the design and layout of the utility delinquency notices. The current utility delinquency notice is 8-1/2x11, one color, on yellow 20# paper stock perforated to allow for a portion of the delinquency notice to be returned with the payment.
- b) When required, Utility Delinquency Notices will be folded and inserted with the regular monthly bill so that the yellow delinquency shows through the envelope window.

- c) Offeror shall provide the City with blank utility delinquency notices, upon request.
- d) Estimated annual quantities for Utility Delinquency Notices is 10,500.

3. INSERTS

- a) Offeror shall provide full color or B&W, digital duplex printing of insert files. Print ready files to be provided by the City based on offeror's print specifications.
- b) Offeror shall notify the City, if an insert(s) requires additional postage over one ounce.
- c) Offeror shall assist the City with selecting paper size, weight limitations, and other factors, when inserts are to be placed in utility statements and delinquency notices.

4. PROCUREMENT & WAREHOUSING FOR PAPER SUPPLIES

- a) Offeror shall procure and stock the perforated, white, 20# paper stock, perforated yellow, 20# paper stock, #10 white, window carrier envelopes, #9 white, window remittance envelopes, and pre-printed #10 white, window carrier envelopes.
- b) Offeror shall provide the City with blank, and preprinted envelopes, when requested.
- c) Offeror shall obtain the best price available for the paper stock and envelopes.
- d) The Offeror shall provide the City with the quote sheet/price comparison sheet used to obtain pricing for paper stock and envelopes.
- e) Paper stock and envelope quality shall be approved by the City.
- f) Offeror shall be responsible for maintaining adequate inventory.
- g) It is the City's intent to pay for the paper stock and envelopes as the inventory is used. Offeror shall invoice the City for the paper stock and envelopes monthly, and the cost shall be included in the unit cost of the utility statements, disconnect notices, and delinquency notices.
- h) City reserves the right to modify the paper stock or envelopes, such as change color, sizes, etc. as business needs change.
- i) The Offeror shall submit their approach for obtaining the best pricing for the procurement of the paper stock and envelopes.
- j) A copy of the price quote submitted by the Offeror's supplier for the paper stock and envelope shall be submitted with the RFP, and shall remain firm for one (1) year after award of the contract.

- k) Awarded Offeror shall notify the City within 90 calendar days prior to reordering paper stock and envelopes. This time frame shall allow for any printing modifications the City may require.

5. SELECTIVE PULLS

- a) Selective pulls is a process used by the City to verify utility statement billing accuracy. Offeror shall tag no mails and selective pulls.
- b) Selective pulls shall be based on zip codes, account numbers, types of accounts, etc.
- c) Selective pulls shall be folded and inserted with remittance envelope. Selective pull shall not be placed in remittance envelopes for bank draft utility statements, or utility statements with a credit balance.
- d) Selective pulls shall be mailed same business day to the City via express mail or the most cost effective mailing method.

6. DAILY REPORTS

Mandatory Reporting Requirements;

- a) Offeror shall print a daily report listing all addresses with incorrect zip codes, without zip codes, or other required items for mailing and shall email daily the mail report to the City for follow up and correction.
- b) Offeror shall print a daily Mail Master List and shall mail list monthly to the City.
- c) Offeror shall submit a daily USPS Form 3600-PC and/or 3605-PC, as applicable, which verifies the number of City utility statements mailed daily for cross-checking and problem solving resolution
- d) The reports in this section shall be packaged and mailed by the Offeror to the City, via express mail, or the most cost effective means, arrangements shall be negotiated with awarded Offeror.

7. MAILING SERVICES

- a) Offeror shall be required to apply postage on the utility statement, and notices, and guarantee a same day delivery of the City's utility statement to the U.S. Postal Service.
- b) The Offeror shall guarantee to process the City's mail to obtain the best postal rate available.
- c) Offeror shall detail availability and approach to determine the best postage rate, i.e. carrier route and zip+4, bar coding, or postal optimization.

- d) Offeror shall outline the best and worst case USPS time frame, and best mail-out and delivery time frame from point of mailing to City of Alamogordo, NM.

B. Electronic utility bill presentment, including on-line, e-mail and text notification

- a) Offeror shall provide a secure, hosted web-site that City of Alamogordo utility customers may access to view their monthly utility statements and payments and provide a secure link from the City of Alamogordo web site.
- b) Offeror shall provide a secure link on the web-site whereby the customer may make an electronic payment without signing in to another site.
- c) Offeror shall work with the City of Alamogordo on a design of the home/sign-on page.
- d) Site shall require at least two (2) levels of customer identification/authorization for access as a 'guest or express' user (view account, make a payment via debit/credit card or electronic check) and an enhanced level of access, 'Returning User', allowing the customer to sign-up for recurring electronic payments, e-mail/text notifications, and linking multiple accounts. (*See Section 'C' the Scope of Work for e-payment requirements*)
- e) Monthly statements on the site shall be digital facsimiles (PDF) of the paper statement generated including delinquency notices and inserts and must be posted to the site not more than 24 hours after the billing files are received by the offeror.
- f) Offeror will provide a minimum of 24 months of on-line statements for customer viewing.
- g) Offeror shall provide e-mail/text notification, at no charge to the customer, to 'Returning' City of Alamogordo utility customers that a new utility statement is available on-line. Notifications shall be sent not more than 24 hours after the billing files are received by the offeror.
- h) Offeror shall provide City of Alamogordo utility customers the option of receiving their utility statements via mail, electronically, or both.
- i) Offeror shall provide secure access to the site for City of Alamogordo staff so they may, at a minimum:
 - i. Disable selected accounts
 - ii. Reset a customer account
 - iii. Indicate a customer is 'Cash Only'
 - iv. View customer accounts
 - v. Download customer account information (excluding log-on credentials, password, and payment source data)
 - vi. Download customer payment information by date, time and account number.

C. Electronic utility bill payment services (debit/credit card and e-check) including on-line (PC, tablet, mobile), telephone (IVR), and over the counter (OTC).

Provide secure, reliable, low-cost electronic payment options for the utility customers of the City of Alamogordo. Payment options shall include on-line (PC, tablet, mobile), telephone (IVR), and over the counter (OTC) POS locations.

OPTIONAL: Offerors are encouraged, in addition to the requirements contained herein, to propose a stand-alone, self-serve, payment kiosk capable of accepting debit/credit card payments from City customers, printing receipts of payment and transmitting payment information to the City in the same time frame and manner as payments accepted via the internet, IVR, or OTC.

Offeror shall detail operational requirements for the kiosk (electrical, data, telephone requirements, placement restrictions, size, etc.), security features, initial costs (capital, delivery, set-up, etc.) if any, and user fees.

The City, in its sole discretion, may or may not include this feature in any award made pursuant to this RFP.

REQUIREMENTS:

- a) Offeror must be able to process all major credit/debit cards and branded debit cards and e-check (ACH) payments.
- b) Offeror shall have a toll free telephone number available to City customers that may have issues or questions concerning payments made through the internet or via telephone. Toll free number shall be prominently displayed on the payment web page and disclosed during payment confirmation via telephone.
- c) OTC acceptance of debit/credit card payments shall include ability to identify card by swipe, chip and manual entry of card data.
- d) OTC payments shall generate a receipt through the City's receipt printer(s).
- e) Offeror shall cause customer payments to appear on the E-Statement site (*See Section 'B' this RFP*) within 15 (fifteen) minutes of payment confirmation viewable by the customer and City staff.
- f) Offeror will establish a minimum transaction amount and a maximum transaction amount mutually agreed upon by the City.
- g) With the exception of system maintenance and repair, offeror must provide payment service twenty-four hours a day, seven days a week through a secure internet interface application, accessed from the City's website, and a secure telephone application

accessed via a toll free number. Offeror shall notify the City not less than 24 hours prior to any planned system maintenance and/or repair.

- h) The City will not absorb or pay the transaction fee(s) for any of its customers using the offeror's electronic payment services. The fees will be charged by Offeror to the City's customers at the time of the transaction.
- i) Offeror will provide the City a detailed description of any fees or charges which it expects as payment for any and all services.
- j) Offeror must be capable of delivering daily detailed electronic transaction data, by utility billing account number, to the City for populating the City's Superior CIS Utility Billing System, by 7:00 a.m. (Mountain Time) the next business day. Payment must be verifiable by City staff as a pending transaction within 15 minutes of customer payment.

Offeror will be responsible for insuring that detailed electronic transaction data is in a format compatible with the City's utility billing back-office application.

- k) Offeror's website and system provisions shall be PCI compliant and meet all industry standards for a secure payment environment. Offeror shall guarantee that payment system shall be distinctly separate from the City and that no private and/or personal information shall migrate or trespass from any user to any City system or website.
- l) Confidentiality of all payment account and credit card information received from City customers will be maintained in accordance with legal requirements and commercially reasonable standards. All such information shall be encrypted and include a process for purging the account information (except last four digits used in confirmation) as soon as payments are confirmed.

Offeror shall indemnify and hold City harmless for damages caused by unauthorized or accidental release of confidential or Privacy Act information.

- m) Settlement of prior day's transactions to the City's designated depository bank account must be available to the City by 7:00 a.m. (Mountain Time).
- n) The City must have access to payment history, in a format which allows City staff to research customer payments by City utility account number, address, name, receipt number, date or date range, and amount.
- o) Offeror must comply with all applicable laws.

D. General Requirements

TECHNICAL SUPPORT

Offeror shall provide the City with technical support for all services awarded pursuant to this RFP. Technical support shall be available via a toll free number Monday through Friday, 7 a.m. to 6 p.m. (Mountain Time).

RECOVERY PROGRAM

The Offeror's proposal shall outline their firm's procedure for the following:

Offeror shall have a disaster recovery plan (hardware and software) available to insure all services detailed in this RFP are available 24/7 except for scheduled maintenance.

Recovery program shall insure that city and customer data, as well as services, can be restored in not more than 48 hours in the event of a hardware and/or software failure.

Offeror shall submit detailed information in their proposal of their disaster recovery plan procedures and off-site data backup storage methodology.

TEST RUN

Offeror shall provide a test run prior to implementation of the services detailed herein. The test run process will be designed in conjunction with the City to provide testing and verification to the City's satisfaction and approval of all services.

DETAILED INVOICE REQUIREMENTS

Offeror shall provide detailed invoices for all services. Level of detail required shall be agreed to by the offeror and the City of Alamogordo. The Offeror shall send all invoices for the services listed herein to:

City of Alamogordo
Attn: Utility Billing Supervisor
1376 E. Ninth St
Alamogordo, NM 88310

E. PRICING

The subsequent Agreement is considered a FIRM FIXED-PRICE AGREEMENT. The fees proposed shall remain firm and shall include all charges/fees that may be incurred in fulfilling the terms of the Agreement.

PRICE RE-DETERMINATION:

In the event of a system wide postage increase by the United States Postal Service (USPS) offeror may increase the City's postage costs by an equal amount for all mailings subsequent to the effective date of the USPS postage increase. Any increase shall be limited to the increase adopted by the USPS. The offeror shall immediately notify the City in writing of any postage increases.

Successful offeror may request price adjustments not less than ninety (90) days prior to any agreement renewal date to be effective with the renewal of the agreement. Requests for price adjustment shall include documentation acceptable to the City and is subject to acceptance, negotiation or rejection by the City at the City's discretion.

F. REFERENCES

Offeror shall provide three (3) references of current customers to which they provide services similar to those included in the RFP

Attachment "B"

COST PROPOSAL

Line Item	Est. Annual Quantity*	Description	Unit Cost	Total Cost
1	155,000	Utility Statements, 8 ½ x 11, three-color digital printing, perforated, folding and inserting. Sec. A(1) Scope of Work		
2	15,000	Utility Statement overflow pages, 8 1/2 x 11, three color digital printing, perforated folding and inserting. Sec A(1) Scope of Work		
3	10,200	Delinquency Notices 8 1/2 x11, one color, on yellow 20# paper stock perforated, folding and inserting so yellow notice shows in envelope window. Sec A(2) Scope of Work		
4	155,000	Additional inserts – 11x14, duplex printing, full color, folding and inserting. Sec A(3) Scope of Work		
5	155,000	Postage for mailing – based on 250 mailing days a year. Sec A(7) Scope of Work		
6	One Time	Set up and programming fees for Sec A Scope of Work (if applicable)		
7	155,000	Carrier envelopes, window, white #10. Sec A(4) Scope of Work		
8	155,000	Remittance envelopes, window #9. Sec A(4) Scope of Work		
9	168,000	Paper stock, white, 20# perforated. Sec A(4) Scope of Work		
10	10,200	Paper stock, yellow, 20# perforated. Sec A(4) Scope of Work		
11		Additional costs/optional services not listed above. ***List services and detailed cost information on a separate sheet*** Sec A Scope of Work		
12	One Time	Set up and programming fees for Sec B Scope of Work (if applicable)		
13	155,000	Posting digital facsimile (PDF) monthly utility statements to web-site. Sec B Scope of Work		
14	Unknown	E-mail/Text notification of availability of new utility statement to registered customers – fee per e-mail/text. Sec B Scope of Work		

15	Monthly	Monthly hosting/support fees for web site (if applicable) Sec B Scope of Work		
16		Additional costs/optional services not listed above. ***List services and detailed cost information on a separate sheet*** Sec B Scope of Work		
17	One Time	Implementation and set-up fees (if applicable) Sec C Scope of Work – include customization and report fees (detail on separate page)		
18	Equipment	Credit Card scanner(s) for OTC payments if applicable Sec C Scope of Work (detail equipment on separate page – incl. initial cost and any equipment maintenance fees.)		
19	Transaction Fees **	Online credit card payments – minimum and/or % of transaction.		
20	Transaction Fees **	IVR credit card payments – minimum and/or % of transaction.		
21	Transaction Fees **	IVR Check payment – minimum and/or % of transaction.		
22	Transaction Fees **	OTC (Over The Counter) credit card payments – minimum and/or % of transaction		
23	Transaction Fees	NSF Fee		
24	Transaction Fees	Credit Card Chargeback fee		
25		Additional costs/optional services not listed above. ***List services and detailed cost information on a separate sheet*** Sec C Scope of Work		

* Estimated Annual Quantities – These are the City’s best estimates as of the date this RFP was issued. City shall only pay the unit cost times the actual quantity.

** These fees are to be charged to the customer and in no way will be paid by the City of Alamogordo. The transaction fees will be evaluated to insure City customers pay the lowest possible fees for the services.

ATTACHMENT "C"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body must file this form with that state agency or local public body. 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 local public body during the two (2) 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 (2) 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 (2) year period.

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 un-reimbursed 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.

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

“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 Codes 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:

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 Contributions(s): _____

Signature

Date

Title

--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

ATTACHMENT "D"

RFP 2019-004 Utility Statement Printing, Mailing, E-Billing & E-Payment Service

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy of acknowledged RFP.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the City's written responses to those questions in the form of an addenda.

COMPANY: _____

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 Proposals.

Company does/does not (circle one) intend to respond to this Request for Proposals.

Acknowledgements must be delivered to the Chief Procurement Officer at the following address:

Barbara Pyeatt
Chief Procurement Officer
Purchasing Department
2600 N Florida Ave
Alamogordo, New Mexico 88310
bpyeatt@ci.alamogordo.nm.us
Fax Number: (575) 439-4117

ATTACHMENT "E"

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran's 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 discount 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 discount on this bid or proposal. 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 discount on this bid or proposal. 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 Sections 13-1-21 or 13-1-22 NMSA 1978, 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 un-award of the procurement involved if the statements are proven to be incorrect.

