

CITY OF GALLUP
Purchasing Division
P.O. Box 1270
Gallup, NM 87305-1270
Office: (505) 863-1232; Fax (505) 722-5133
gallupnm.gov/purchasing

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

DATA PROCESSING, PRINT, AND MAIL SERVICES

RFP NO. 2017/2018/05/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

**DATE: May 10, 2018
TIME: 2:00 PM (LOCAL)**

**PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR**

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ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO
Request for Proposals (RFP) NO. 2017/2018/05/P

Public notice is hereby given that the City of Gallup, New Mexico, is accepting sealed proposals for the following:

DATA PROCESSING, PRINT AND MAIL SERVICES

As more particularly set out in the RFP documents, copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301. **Copies of the RFP may also be accessed at www.gallupnm.gov/bids**

Sealed proposals for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME) on May 10, 2018** in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the RFP Number. **NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS** nor proposals submitted after the specified date and time will be considered, and will be returned unopened.

For information on this RFP, contact Frances Rodriguez, Purchasing Director, at 505-863-1334; Email: fr Rodriguez@gallupnm.gov.

Dated the 4th day of April 2018

By: /S/ Jackie McKinney, Mayor

CLASSIFIED LEGAL COLUMN:

Gallup Sun Publishing Date: Friday, April 6, 2018

Albuquerque Journal Date: Sunday, April 8, 2018

ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL
RFP No. 2017/2018/05/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of Thirty-one (31) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Department no later than 5:00 P.M. local time on April 23, 2018. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above 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.

Return this form to:

City of Gallup
Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1235
(505) 722-5133 Fax

Please return this form by April 23, 2018
Faxed, emailed copies of this form will be accepted.
Faxed, emailed RFP responses will NOT be accepted.

CITY OF GALLUP
RFP NO. 2017/2018/05/P

I. General Conditions

As required by 13-1-111 NMSA 1978 the City of Gallup (City) is requesting proposals (RFPs) to provide hotel facilities for the **DATA PROCESSING, PRINT AND MAIL SERVICES**

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec, Gallup, New Mexico 87301, until **May 10, 2018** at 2:00 P.M. Local Time. Proposals submitted after the above date and time **will not** be considered and will be returned unopened. Offerors are advised that faxed or emailed responses to the City of Gallup are **NOT** accepted. Proposals must be submitted in a sealed envelope.

Physical Address:

City of Gallup
Purchasing Department
110 W. Aztec Avenue
Gallup, NM 87301

Mailing Address:

City of Gallup
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

MAILING: Offeror to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal Express, UPS Next Day Air, etc.) **please note proposal number on carrier's receipt**. Failure to do so **will not** constitute a liability on the City if the proposal is misplaced or lost.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or provision of services. Providers shall be in compliance with the ADA requirements.

MODIFICATIONS OR WITHDRAWAL: Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office. Offerors submitting proposals may be afforded an opportunity for discussion and revision after submission and prior to award for the purpose of obtaining best and final offers.

COPIES: The Offeror shall submit four (4) copies of the proposal with one (1) being the original. The proposal shall contain any information or supplements which will assist the City in selecting an Offeror. All expenses associated with this submittal will be borne solely by the Offeror.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals. Proposals will remain confidential during the negotiation process.

These documents constitute a "Request for Proposal" or RFP. It is a request for an offer. As such, it allows alternate offers or proposals to be considered and the terms and conditions may be subject to negotiations to reach best and final offers. All information requested for submittal should be included with the offer, and exceptions or alternates clearly noted.

INQUIRIES: Questions and/or clarifications concerning this RFP will be accepted in writing through Monday **April 23, 2018** at 5:00 p.m. local time. Requests may be transmitted via fax or email.

Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, are scheduled to be issued by **April 27, 2018** by 5:00 p.m. No Offeror may rely upon oral responses made by any City employee or any representative of the City. Questions and/or clarifications concerning this RFP shall be directed to:

Frances Rodriguez
Purchasing Director
505-863-1334
505-722-5133 fax
frodriguez@gallupnm.gov

The only approved contact shall be the above referenced Purchasing individual. Offerors making contact with any other City official, evaluation committee member, or other City employee regarding this RFP may be disqualified.

Offerors shall have no claim against the City for failure to obtain information made available by the City which the Offeror could have remedied through the exercise of due diligence.

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

CONFLICT OF INTEREST: Offeror 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. Offeror must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the bidder.

DEBARRED OR SUSPENDED CONTRACTORS: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written presentations made by this or any person that appear to change materially any portion of the solicitation neither shall nor be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

CONFIDENTIALITY: Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data.

NEGOTIATIONS: Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. Offerors submitting proposals may be afforded an opportunity for discussion and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offeror(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the Request for Proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offeror's proposal.
2. Obtaining best and final offers.
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the Highest Qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new Request for Proposal is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the provider, at the applicable tax rate. Taxes shall be

shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible goods.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the City to the provider. The City's decision as to whether sufficient appropriations are available shall be accepted by the provider and shall be final.

MANDATORY REQUIREMENTS: Mandatory requirements may be waived by the evaluation committee if all the otherwise responsive Offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive Offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror's proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms "must", "shall", "will", "is required" or "are required".**

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

SPECIFICATIONS: If, in the opinion of the evaluation committee a specification is poorly worded or confusing, the evaluation committee may waive the specification for all Offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

CONTRACT TERMS AND CONDITIONS: The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract. Should an Offeror object to any of the City's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the City. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions **are not** acceptable to the City and will result in disqualification of the Offeror's proposal.

OFFEROR'S TERMS AND CONDITIONS: Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City. Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the City and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for ninety (90) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Offeror.

LOCAL AND RESIDENT PREFERENCE: In accordance with City Ordinance, a local preference may be afforded a bidder who qualifies as a City of Gallup resident business as defined by the City of Gallup Procurement Ordinance. Preference factors can be accessed at:
<http://www.sterlingcodifiers.com/NM/Gallup/index.htm>

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978. **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to:
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Bidder's or Veteran's Preference will be factored into bid prices where applicable. However, preferences are not cumulative and a bidder will receive only one preference

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

AWARD: The award shall be made to the responsible and responsive Offeror of Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the Request for Proposals.

EXISTING AGREEMENT: Under the terms and conditions of this id, all public bodies allowed by law may procure the supplies or services under this proposal as described herein. The Terms and Conditions of this bid shall form a part of each order issued herein. Each public body shall be responsible for their own orders and the City of Gallup accepts no responsibility for other entities.

PROTESTS: Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

NOTICE TO OFFERORS: Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitations are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY OF GALLUP.

NOTICE TO BIDDERS

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Business Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Business Certificate with each bid in order to be considered for the in-state preference as per Sections 13-1-21 and 13-1-22 NMSA 1978.

As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor preference a copy of the Certificate must be included with each bid as per Sections 13-1-21 and 13-1-22 NMSA 1978.

For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

CITY OF GALLUP
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II. Scope of Services

The City of Gallup, New Mexico is requesting proposals from qualified offerors (“offeror”) to provide data processing, bill print and mail services.

Each month, approximately 10,600 residential and commercial accounts receive bills that include information for electric, water, sewer, garbage, solar, and taxes on services.

CURRENT PROCESS: PRINT & MAIL

- Bills are created for each account once per month with approximately 6 billing cycles per month.
- Superior’s Naviline enterprise software is the CIS/billing software used. It utilizes the IBM database structure and has approximately 13 utility bill files to create the utility bill.
- There are typically regular, final, and off-cycle bills.
- Auto-pay customers do not need return envelopes
- Bills are mailed via First Class USPS mail 1 day after file creation.
- Bill messages and bill inserts are included. Additional pages or inserts are included periodically; approximately ten times per year.

Offerors shall provide responses/information for but not limited to the following items:

QUALIFICATIONS:

- Description of company and statement of qualifications of company to provide services as requested
- The number of years of continuous business and the number of years under the same principal ownership
- The number of biller clients in the utility sector the offeror has provided services for and client retention rate for the past 10 years
- Provide details on comprehensive information security policy, identity theft prevention program, compliance with auditing regulations and Fair and Accurate Credit Transaction Act (FACTA) if applicable
- Describe disaster recovery plan to process billing if facility becomes inoperable
- Describe and provide details on the customer support that will be available to the City of Gallup to include contact information of project manager for implementation of project and on-going services
- Provide information on any additional support available to help with routine support work
- Provide information on any online support tools whereas the City can open support tickets

DATA PROCESSING, PRINT & MAIL:

- Offeror to include their abilities to accept daily bill files using native files from IBM AS/400 using an HTTPS upload or a standard FTP or SFTP transmission with PGP encryption support. Information on the availability to offeror’s server to transmit files, must also be included.

- Describe offeror's ability to accept City of Gallup files in their current format as the City may be unable to change the bill file format without manual intervention and/or modifications to the billing system. Offeror must describe their capacity to handle:
 - a. Data files from approximately thirteen (13) utility bill files that are stored on an IBM A/S 400
 - b. Some Water accounts in cubic feet and some accounts in gallons; need to be able to graph thirteen (13) months in the type the file is created in
 - c. Some accounts that use solar power and have a bank; need to be able to graph amount banked and amount used from native file
- Offeror's ability to process multiple data files that all contain related to the same batch upload i.e. some utility billing systems create more than thirteen (13) data files that all relate to one cycle of utility bills to process. Offeror should include experience with these types of implementations and clients who send more than one date file per batch of bills
- Offeror to include the number of employees who can perform complex implementations and transform legacy billing data into bills.
- Offeror to describe their ability to back up all client document processing programs at least once per week as well as monthly backups. Description of ability to restore a backup copy if a live document processing application has any issues that make restoring to backup necessary
- Offeror to provide their capacity to provide a web-based interface to:
 - a. Track status of job types through the production process
 - b. View Reports
 - c. View Bill archives
 - d. Track mail
 - e. Manage inserts
 - f. Process exception or special handling of documents
 - g. Manage ad hoc messages displayed on job output
 - h. Upload test files
 - i. Contact Offeror Customer Service
- Offeror's capability to provide City of Gallup the ability to view and approve sample bills online before they are printed and mailed. Can the offeror provide a summary of the total counts of printed bills, suppressed bills, and a count of any inserts included with the batch?
- Documents must be mailed within one (1) business day of receipt of file transfer
- Provide information if offeror has the capability to suppress the printing of bills and/or envelopes for certain customers, based on City of Gallup requirements. Is suppression on a one-time or on-going basis?
- Provide information if offeror will produce City of Gallup utility bill in current format, propose a new format and/or provide a bill-re-design in offeror's implementation plan.
- Pre-sorting documents and Full Service Intelligent Mail Barcode (IMB) capabilities
- Offeror's ability to provide an interface that will allow City of Gallup to update requirements for bill messages and bill inserts on an ad-hoc basis. Interface must allow City of Gallup to include/exclude inserts and messages based on City of Gallup requirements including customer type, account number, or other parameter within

the data file

- Offeror's plan on ensuring data, printing, and mailing is error free; Quality Control Plan
- Description of Offeror's production facility and printing equipment that is currently in production and if can support print variable data in full color (CMYK)
- Describe procedures for ensuring that bill file transmissions are completed successfully and details furthermore what happens if file transfer errors
- Provide information to ensure mailing equipment can keep track of mail piece sequencing to prevent mailing errors and furthermore explain how redundancy is achieved in the event of equipment failure
- Provide paper stock-Bills: 8.5" x 11", 24# white paper stock; paper stock to equal or exceed quality of current stock
- Provide envelope, double window #10 mailing envelope, 24# white paper stock and a single window #9 security return envelope, 24# white paper stock
- Offeror's ability to print inserts, newsletters and/or other notices to be inserted with regular mailings. Describe method of printing (single and double side), folding, and inserting. Grayscale, full color etc.
- Ability to archive as PDF files of document images; PDF images to be available on the same day that data files are processed
- Offeror's ability to store document images for minimum of 12 months
- Offeror's capabilities of taking static PDF images from the City of Gallup inserts, notifications, or newsletters and including them with bill image that is archived
- Offeror's ability to produce and deliver mail to USPS from a DMU (Detached Mail Unit)
- Must mail via presorted First-Class Mail to maximize postal discounts and the USPS full service Intelligent Mail Barcode for all outgoing mail pieces. Pricing to be provided for current lowest available First-Class rate
- Provide information on the NCOALink (National Change of Address) service and if can be provided
- Offeror's ability to provide proof of delivery to the USPS on an as requested basis
- Provide information on abilities to match multiple bills destined to the same customer and mailing address in the same batch. Such bills should be inserted into one appropriate size envelope and metered First-Class separately and delivered to the USPS at the same time all other bills are delivered
- Postage to be pre-paid for the City of Gallup and billed actual to the City of Gallup on a monthly basis
- Offeror's capabilities to provide outbound USPS tracking data for individual mail pieces and if able to provide an interface in its online account management portal to facilitate searching for and viewing tracking data for individual mail pieces.
- Offeror's description on reporting whereas reporting should contain the following information at minimum:
 - a. Number of bills received for processing
 - b. Number of bills printed
 - c. Number of suppressions
 - d. Postage presort breakdown including actual rates
 - e. Inserts used and insert counts
 - f. Total dollar value of bills contained in data file
- Offeror's ability to provide an NCOA or ACS (Address Change Service) Move update report that includes customer name, account number, previous address, updated

(new) address

CONTRACT PERIOD

The term of the Contract shall be in effect for one (1) year, subject to earlier termination or extension pursuant to the Contract provisions:

- 1 The Contract shall renew automatically for seven (7) additional one (1) year terms unless notice is given by either party to the other by written notification of its intent not to renew at least ninety (90) days prior to the expiration of the term in place.

EVALUATION CRITERIA

The following is a summary of evaluation factors with point value assigned to each. These weighted factors will be used in the evaluation of offeror proposals. Award shall be made to the offeror whose proposal (1) complies with all the mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, the responsibility of offeror and responsiveness of proposal in accordance with the evaluation criteria as stated below:

Factor	Possible Points
1 Company Capacity/Experience/References (Section 1, Section 2, Section 3)	12
2 Ability to meet specifications, methodology and work plan in response to Scope of Services, including capacity for electronic notifications. (Section 4)	33
3 Ability to interface with AS 400 based THE utility billing system using native files without notification (Section 4)	28
4 Cost Proposal*-points allowed will be formula based (Pricing page Exhibit A-Cost Proposal to be submitted separately in a separate sealed envelope)	22
5 Completeness of proposal (Sections 1-5)	5
TOTAL POINTS	<hr/> 100
Preference (max)	10

*Cost Proposal:

The Offeror with the lowest cost will receive a total of **22** points. Each succeeding offer will receive a quota of points computed as follows:

$$\frac{\text{Lowest Offer (\$)}}{\text{Offer (\$)}} \times 22 \text{ points} = \text{Points Price Evaluation}$$

MANDATORY REQUIREMENTS

The following requirements are mandatory; offerors must submit all required data OR requirements are in effect on the due date of this RFP in order for proposal to be evaluated and considered for award. Proposals will be considered NON-RESPONSIVE if the following are NOT met:

1. Must have minimum of five (5) years providing service to clients of comparable capacity
2. Must have been in continuous business for a minimum of ten (10) years and;
3. Must include client retention rate for ten (10) years
4. Must have been under the same principal ownership for a minimum of three (3) years
5. Must submit completed Letter of Transmittal Form (Exhibit C)
6. Must submit signed Campaign Contribution Disclosure Form (Exhibit B)

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III. Response Format and Organization

1. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format, may, at the sole discretion of the City, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any proposal which is unclear in any way.
2. **Number of Responses/Copies:**
Offerors shall provide one (1) original and three (3) identical copies of their proposal; (4) total.
3. **Proposal Format:**
The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of **twenty-five (25)** numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics except for material excluded from the page count. If there is any question as to format requirements contact the Purchasing Department for clarification, prior to submittal of the proposal.

Material **excluded** from the **twenty-five (25) page** maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (two-page maximum)
- Letter of Transmittal (Exhibit C)
- Campaign Contribution Disclosure form (Exhibit B)
- Acknowledge Receipt of Amendment forms (if any)
- Current I.R.S. W-9 Form
- Cost Proposal Exhibit A (**submitted separately in separate sealed envelope**)

4. **Proposal Organization:**

All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. **A separately tabbed Appendix** shall be included at the end of offeror's proposal that contains the following:

- a. Letter of Transmittal: Each proposal MUST be accompanied by the enclosed Transmittal letter (Exhibit C). The Transmittal letter identifies the Offerors as follows:
 1. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract and;
 2. Be signed by a person authorized to contractually obligate the Offeror that explicitly indicates substantial acceptance of the agreement between owner and provider

and compliance with all codes, regulations, facilities, City standards and requirements and laws that shall apply to this project.

- b. Campaign Disclosure Form: A form is included with this RFP. Any prospective provider must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.
 - c. Acknowledgement of Receipt of Amendment forms (if any).
 - d. Current IRS W-9 form
5. Submit a Table of Contents with Responses to the following and organized in the same order as follows:
- a. **SECTION 1: Introduction**-Offerors should submit a narrative containing an introduction and brief description of company. Does company have multiple print and mail facilities? Narrative shall also include a statement of qualifications for performing the requested services.
 - b. **SECTION 2: Experience**-Offerors should provide a summary of the prior experience with similar projects, any government agency experience shall be also included. Offeror shall have a minimum of 5 years experience in providing requested service to clients of comparable capacity. Offeror shall also state the number of continuous years in business. A client retention rate shall also be provided and/or described herein.
 - c. **SECTION 3: References**-Offeror shall provide a description of projects similar in nature and scope that the offeror has completed in the last five (5) years. Shall include client's names and/or contact person, address, phone number, and email address if available. Please also disclose list of clients to include any governmental agencies that have terminated service prior to contract expiration date, with reason for contract termination.
 - d. **SECTION 4: Scope of Services**- Offerors should submit a detailed response to their ability to meet the scope of services as defined in *Section II, Scope of Services*. Offeror shall provide a methodology and/or plan approach in providing services as requested; a description of the proposed tasks for the implementation and post-production support. Offeror shall also list assumptions in the development of such approach(es), including but not limited to assistance needed from the City of Gallup staff, and/or required hardware and software etc.
 - e. **SECTION 5: Project Schedule**- Offeror shall include a project schedule for each key focus area of the project as identified in the Scope of Services. This schedule shall contain key project milestones and timeliness for deliverables. Any and all identifiable assumptions in development of schedule shall also be included.

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IV. Proposal Evaluation and Criteria

1. **Evaluation:** Offerors submitting proposals may be afforded the opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

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- a. **Shortlisting:** A maximum total of 100 points are possible (110 points with application of NM State Resident or New Mexico State Veteran's Preference) in scoring each proposal. The Selection Committee will evaluate the proposals and may develop a shortlist of the top ranked respondents. The evaluation criteria to be used by the evaluation committee and the corresponding point values for each criteria are listed below.
- b. **Scoring:** Utilizing the materials provided by the Purchasing Department, and the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Purchasing Director.

At the committee meeting, the Purchasing Director will poll members of the committee to provide any comments relative to the proposals that influenced their scores, and whether to seek clarification from Offerors.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Purchasing Director who will compile and total all scores. Scoring make take place over several rounds. Based upon the results of scoring, the committee will determine whether interviews will be conducted, whether to solicit Best and Final Offers from the top respondent or both. Interviews will be conducted if:

A majority of the members present at the meeting determine whether interviews are in the best interest of the City.

Should the committee elect to conduct interviews, the top respondents may be interviewed. The Purchasing staff will coordinate the interviews with each interviewee as to the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated. The City is under no

obligation to conduct interviews with any Offeror.

Only the final combined committee score for each firm shall be available for public inspection after award of the contract. Individual committee members score sheets and rankings shall be confidential.

c. Best and Final Offers from Finalists

Shortlist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final offers may include an opportunity to revise prices or clarify their proposal.

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V. Proposed Schedule

It is the intent of the City to adhere to the following schedule. However, the City reserves the right to adjust or modify the schedule.

Activity	Date
Issue RFP	April 11, 2018
Deadline to Submit Questions	April 23, 2018
Responses and Addenda By:	April 27, 2018
Proposal Due Date	May 10, 2018
Recommendation for Award	May 21, 2018
Projected Contract Start Date	July 1, 2018

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VI. Acknowledgement of Addendums (If applicable)

If applicable, OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EXHIBIT A
COST OF PROPOSAL

Provide a cost proposal for print and mail development, implementation, and ongoing maintenance. This section adheres to the provided table form. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support.

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$	Per Hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11”, 24# paper stock with a micro-perforation.	\$	Per Sheet
Outgoing Envelope Cost Double window #10 envelope with security tint.	\$	Per Envelope
Return Envelope Cost Single window #9 envelope with security tint.	\$	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$	Per Envelope

Service Fees		
Per Page Bill and Letter Service Fee Includes file transmission, data processing, presorting, duplex printing, mail preparation (folding, inserting the bill or letter page and the return envelope into an outgoing envelope), and delivery to the USPS. Additional pages priced at the same rate (envelopes are priced separately in the materials section above). Please provide pricing for each type of printing listed. 1/1 = black or grayscale only on one or both sides of the page 2/1 = black plus one color on the front, black or grayscale only on the back.	\$ \$ \$	Per Page 1/0 or 1/1 Printing 2/1 or 2/2 Printing 3/1, 3/2 or 3/3 Printing

3/1 equals black plus 2 colors...	\$	4/0 or 4/1 Printing
4/1 = full color on the front and black or grayscale on the back		
4/4 = full color (CMYK) on both sides	\$	4/4 Printing
Handwork Fee For householding when there are too many pages to be inserted by machine. For example, if multiple bills are grouped together into one envelope or box to reduce the average per page postage amount.	\$	Per Flat Envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$	Per Reported Change
Optional Archive Fee Images must be stored in PDF format for 12 months.	\$	Per Archived PDF
Optional Electronic Inserts Cost to include image of the inserts in the archive PDF	\$	Per Insert
Optional USPS Outbound Mail Tracking Cost to provide outbound mail tracking	\$	Per Mail Piece

EXHIBIT B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The prospective provider must disclose whether they, a family member or a representative of the prospective provider has made a campaign contribution to an applicable public official of the City of Gallup or the State of New Mexico during the two years prior to the date on which the provider submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the provider signs the contract, if the aggregate total of contributions given by the prospective provider, a family member or a representative of the prospective provider to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE PROVIDER 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, which has the authority to award or influence the award of the contract for which the prospective provider 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.

“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 provider” 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 provider” 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 provider.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Provider: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

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)

EXHIBIT C
LETTER OF TRANSMITTAL FORM

The undersigned certifies that they have read and understand the above General Conditions and that they accept these Conditions and submit the attached Proposal in full compliance with these Conditions and the applicable proposal specifications.

In submitting this Proposal, the Offeror represents that they have familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements which are a part of these Request for Proposals. The Offerors will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the services of the project.

Name of Firm

Authorized Signature

Title

Date: _____

Address: _____

City, State: _____

Telephone: _____

Fax No.: _____

Email Address: _____

EXHIBIT D
DRAFT AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 2018 by and between _____ herein called **Provider** and the City of Gallup, a municipal corporation, herein called **City**.

SCOPE OF WORK:

The Provider shall provide <INSERT SCOPE OF WORK HERE>

**As per: RFP No. 2017/2018/05/P
Amendment No.'s XX XX
Provider's response to RFP No. 2017/2018/05/P
(Other)**

COMPENSATION:

In consideration for the services provided pursuant to Paragraph 1, the Provider shall charge the City on a <INSERT PAYMENT TERMS> basis and City shall pay only the following charges for services performed:

TERM:

Subject to the parties executing this contract, the term of this Agreement shall be effective from _____, 2018 to _____, 2019 unless sooner terminated, and may be renewed as specified in Renewal clause below.

TERMINATION:

Termination for Cause: If, through any cause, the PROVIDER fails to fulfill in a timely and proper manner the Provider's obligations under this Agreement, or if the PROVIDER violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order PROVIDER by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the PROVIDER fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The ONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience: Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the PROVIDER at least Thirty (30) **DAYS** prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

STATUS OF PROVIDER:

The Provider and his agents and employees are independent providers performing professional services for the City and are not employees of the City of Gallup. The Provider, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement. Neither shall the City be liable to the Provider nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

INDEMNITY:

The provider shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, provider's and /or its employees, own negligent act(s) or omission(s) while provider and/or its employees performs or fails to perform its obligations and duties under this agreement.

ASSIGNMENT:

The Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

SUBCONTRACTING:

The Provider may NOT subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

RECORDS AND AUDIT:

The Provider shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Gallup Finance Department, Personnel Department and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Provider. The City's decision as to whether sufficient appropriations are available shall be accepted by the Provider and shall be final.

RELEASE:

The Provider, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Gallup from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Provider agrees not to purport to bind the City of Gallup to any obligations not assumed herein by the City of Gallup, unless the Provider has express written authority to do so, and then only within the strict limits of that authority.

CONFIDENTIALITY:

Any information given to or developed by the Provider in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Provider without the prior written approval of the City.

CONFLICT OF INTEREST:

The Provider warrants that it currently 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 this Agreement. The Provider further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Provider. The Provider warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in *AMENDMENT* paragraph above.

NOTICE OF PROCUREMENT CODE:

The Procurement Code of the City of Gallup imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

EQUAL OPPORTUNITY COMPLIANCE:

The Provider agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Provider agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Provider is found to be not in compliance with these requirements during the life of this Agreement, the Provider agrees to take appropriate steps to correct these deficiencies.

RENEWAL:

After the initial one (1) year term, the Contract shall automatically renew for seven (7) each one year periods unless sooner terminated.

ENTIRE AGREEMENT:

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SEVERABILITY:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written,

construed and enforced as so limited.

NOTICE:

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Gallup: Frances Rodriguez
Purchasing Director
City of Gallup
P.O. Box 1270
Gallup, New Mexico 87305-1270

Project Contact for the City: Brian Archuleta
Executive Director of Technology Services
P.O. Box 1270
Gallup, New Mexico 87305-1270

Provider: **<INSERT PROVIDER’S NAME & CONTACT INFORMATION>**

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City below

PROVIDER:

COMPANY NAME: _____

SIGNED BY: _____ Date: _____

PRINTED NAME: _____

TITLE: _____

CITY OF GALLUP, NEW MEXICO

BY: _____ Date: _____
Frances Rodriguez, Purchasing Director

Attest:

BY: _____ Date: _____
Alfred Abeita: City Clerk

EXHIBIT E
BILL AND ENVELOPE SAMPLES

(Please provide a sample or samples of your proposed printed bill and envelope at Exhibit D.)