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BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN THE MATTER OF:

GPA DOCKET NO. 25-10

**MONTH-TO-MONTH EXTENSION FOR
PROFESSIONAL PRINTING, MAILING,
PROCESSING AND OTHER SERVICES
DUE TO ONGOING LITIGATION**

**PETITION OF THE GUAM POWER
AUTHORITY TO ENTER INTO A
MONTH-TO-MONTH EXTENSION FOR
ITS PROFESSIONAL PRINTING,
MAILING, PROCESSING AND OTHER
SERVICES DUE TO ONGOING
LITIGATION**

The Guam Power Authority (GPA) hereby files its Petition for the Public Utilities Commission of Guam (PUC) to review and approve GPA's request to approve the month-to-month extension for professional printing, mailing, and processing services with Graphic Center, Inc., as follows.

I. BACKGROUND

In April 2016, GPA entered into a contract with Graphic Center, Inc. for professional printing, mailing and processing services for approximately 50,000 customers each month for a 1-year base period and four additional 1-year options. As the \$1.42 million contract neared its end, an IFB in December 2020 attracted only a single unqualified bidder. GPA obtained the authorization of the Consolidated Commission on Utilities (CCU) to extend the contract month-to-month for up to eight months at a cost of up to \$300,000 or until a new contract was awarded.

1 GPA issued an RFP in May 2021 to re-solicit professional printing, mailing, and processing
2 services for its customers. Of the two proponents remaining after a third was disqualified, GPA
3 selected InfoSend. Graphic Center protested, first to GPA, then in an appeal to the OPA, then to
4 the Superior Court of Guam. During the pendency of the protest appeal process, the CCU granted
5 and the PUC approved additional month-to-month extensions, the most recent of which will carry
6 GPA through May 2025. *See* Orders, GPA Docket Nos. 21-11 (July 29, 2021), 22-14 (May 23,
7 2022), 23-13 (Mar. 30, 2023), & 24-17 (May 30, 2024).

10 The Superior Court of Guam issued a decision and order in Graphic Center's protest on
11 October 29, 2024, ruling in favor of GPA in part, and remanding to the OPA for a determination
12 as to the sufficiency of the procurement record. *See* Ex. A (Graphic Center v. GPA, Super. Ct. of
13 Guam Civil Case. No. CV0207-22). To date, the OPA has taken no action. GPA has approached
14 Graphic Center to jointly request a hearing on the matter, to no avail thus far. GPA intends to move
15 the OPA unilaterally for a hearing.

18 The total amount expended on the contract so far is approximately \$3 million. At its most
19 recent hearing, the CCU approved GPA to petition the PUC for another month-to-month extension
20 for up to twelve months and \$400,000. *See* Ex. B (GPA Resolution No. FY2025-14, Mar. 25,
21 2025).

24 In its most recent order on this issue, the PUC ordered GPA to provide an accurate estimate
25 of performing these services internally, or to find an alternative internal billing solution, such as
26 digital billing. The cost of performing bill printing services internally can be found in the attached
27 analysis of the cost of printing bills in-house. *See* Ex. C (in-house printing analysis). Based on
28 GPA's assumptions, preparing bills in-house would result in annual savings of approximately
29 \$209,000.
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1 The analysis assumes that nothing will go wrong. This is not realistic. The dedicated staff
2 member needed to operate the copiers may fall ill, or the copier may break down, and the parts
3 needed to fix it may not be available. In addition, in-house bill preparation is not capable of
4 processing newsletters and inserts, which remain crucial ways for GPA to communicate with its
5 customers.
6

7
8 The savings from in-house billing is small compared to the risk of missing a billing cycle.
9 Billing supplies GPA with its revenues. An interruption in billing reduces GPA's revenues.
10 Recovering from an interruption in billing can be difficult, and the longer the interruption lasts,
11 the more revenue GPA loses. Nevertheless, GPA is in the process of procuring a high-speed color
12 printer, which it will use in a pilot in-house billing project to test its assumptions.
13

14
15 GPA has explored the possibility of digital billing and concluded that the demographics of
16 its customer base do not allow GPA to avail itself of this solution. Too many of GPA's customers
17 insist on a paper bill, for various reasons. Many customers do not have the wherewithal to deal
18 with electronic billing, whether because they do not have access to the necessary technology or do
19 not know how to use it. Some customers need a hard copy of their bill to obtain certain
20 governmental benefits. Forcing all GPA customers to use digital billing risks leaving too many of
21 them behind. As a public utility and an autonomous agency of the government of Guam that
22 provides a vital service, GPA owes its customers a duty of care. As a result, GPA cannot
23 countenance a solution that would create a separate tier of customers susceptible to exploitation
24 by actors who would try to take advantage of these customers' vulnerabilities.
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28 II. DISCUSSION

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30 GPA hereby petitions the PUC, pursuant to the Contract Review Protocol for GPA, to
31 review and approve the month-to-month extension for professional printing, mailing, processing
32 and other services with Graphic Center, Inc. at an additional cost of \$400,000 for up to one year.


1 In support of this Petition, GPA has attached a copy of CCU Resolution No. FY2024-15, which
2 authorizes the General Manager to petition the PUC for approval of the month-to-month extension
3 for professional printing, mailing, processing and other services with Graphic Center, Inc., subject
4 to PUC review and approval. *See* Ex. B.
5

6 **III. CONCLUSION**

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8 The PUC should approve GPA's request to approve the month-to-month extension for
9 professional printing, mailing, processing and other services with Graphic Center, Inc. The
10 printing services are necessary for GPA monthly billings, and approval of this petition is
11 reasonable, prudent, and necessary.
12

13 Respectfully submitted this 4th day of April, 2025.

14 *Attorney for Guam Power Authority*

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16 
17 By: _____
18 Marianne Woloschuk
19 GPA Legal Counsel
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CLERK OF COURT

BY: SMJ

IN THE SUPERIOR COURT OF GUAM

GRAPHIC CENTER, INC.,

Plaintiff,

vs.

OFFICE OF PUBLIC ACCOUNTABILITY,
GUAM POWER AUTHORITY, THE
TERRITORY OF GUAM, AND INFOSEND,
INC.,

Defendants.

CIVIL CASE NO. CV0207-22

**DECISION AND ORDER RE
PLAINTIFF'S APPEAL OF OFFICE OF
PUBLIC ACCOUNTABILITY'S
DECISION**

INTRODUCTION

This matter came before the Honorable John C. Terlaje on October 15th, 2024, for a Motion Hearing and Oral Argument on the Briefs. Attorney Joshua D. Walsh appeared for Graphic Center, Inc and Attorney Marianne Woloschuk appeared for Guam Power Authority. Based on the relevant law and authorities the Court now issues the following decision and order **AFFIRMING IN PART AND DENYING IN PART** the Office of Public Accountability's ("OPA") denial of Graphic Center's procurement protest appeal of Guam Power Authority's ("GPA") Request for Proposal GPA-RFP-21-002 ("RFP").

DECISION AND ORDER RE PLAINTIFF'S APPEAL OF OPA DECISION

CV0207-22; Graphic Center, Inc. v. Office of Public Accountability, Guam Power Authority, The Territory of Guam and Infosend, Inc.

I. FACTUAL AND PROCEDURAL BACKGROUND

Graphic Center, Inc. ("Graphic Center" or "Appellant") brought this civil action before the Superior Court of Guam under 5 G.C.A. § 5707 and 5 G.C.A. § 5480 to appeal the Office of Public Accountability's ("OPA") March 25, 2022 denial of Graphic Center's procurement protest appeal.

The relevant facts regarding the Appeal of the OPA's decision are as follows:

1. On May 13, 2021, Guam Power Authority ("GPA") issued Request For Proposal GPA-RFP-21-002 ("RFP"), seeking offerors to provide GPA Professional Printing, Mailing and Processing Services Relating to Utility Customer Billing.
2. GPA received offers from three offerors: Moonlight BPO ("Moonlight"), Infosend, Inc. ("Infosend"), and Graphic Center, Inc. ("Graphic Center").
3. On May 28, 2021, GPA issued Amendment No. 1 to the RFP, which contained approximately seventy (70) additional questions to which offerors were to respond.
4. On August 11, 2021, GPA notified Moonlight that they were disqualified as an offeror for failing to provide an Affidavit of Disclosure of Major Shareholders, one of the required forms.
5. On August 11, 2021, GPA selected Infosend for Award of the RFP and requested that Infosend send a sealed price proposal by August 18, 2021.
6. On August 18, 2021, GPA notified Graphic Center that Infosend was selected for the intended award.
7. Graphic Center immediately requested access to the procurement record on August 19, 2021, and received the record on August 25.
8. Graphic Center submitted its agency-level protest on August 30, 2021, which GPA denied on October 7, 2021.

DECISION AND ORDER RE PLAINTIFF'S APPEAL OF OPA DECISION

CV0207-22; Graphic Center, Inc. v. Office of Public Accountability, Guam Power Authority, The Territory of Guam and Infosend, Inc.

9. Graphic Center made a second request for access to the procurement record on October 14, 2021, and subsequently appealed GPA's decision to the OPA on October 22, 2021.
10. The OPA conducted an evidentiary hearing on February 4, 2022, during which it was established that GPA used Section 5 of the RFP to make a final evaluation of the offerors rather than Section 2.3. During the hearing, the record also showed that Infosend failed to respond to the Amendment to the RFP as was required.
11. The OPA denied Graphic Center's appeal on March 25, 2022, determining that the OPA did not have subject matter jurisdiction to consider Infosend's non-responsiveness because Graphic Center had not brought that issue on its appeal before GPA.
12. Graphic Center brought the present appeal of the OPA's decision which it filed on April 5, 2022.

II. LAW AND DISCUSSION

Under 5 G.C.A. § 5704(a), "[a]ny determination of an issue or a finding of fact by the Public Auditor shall be final and conclusive unless arbitrary, capricious, fraudulent, clearly erroneous, or contrary to law." 5 G.C.A. § 5707 specifically gives "[a]ny person receiving an adverse decision" the right to appeal that decision "by the Public Auditor to the Superior Court of Guam..." and 5 G.C.A. § 5480(b) gives the Superior Court particular jurisdiction "over an action between Guam and a person who is subject to a suspension or debarment proceeding, to determine whether the debarment or suspension is in accordance with the statutes and regulations." According to the Guam Supreme Court, the Superior Court has full authority to resolve "any outstanding and disputed factual questions," but generally should not relitigate the issues.

DECISION AND ORDER RE PLAINTIFF'S APPEAL OF OPA DECISION

CV0207-22; Graphic Center, Inc. v. Office of Public Accountability, Guam Power Authority, The Territory of Guam and Infosend, Inc.

Teleguam Holdings II, 2018 Guam 5 ¶ 32. Legal questions should be considered *de novo*, but with “great weight” given to the decision of the Public Auditor. *Id.*

Upon using this standard of review, the Court makes the following determinations.

A. The Court affirms OPA’s finding that Graphic Center could not argue the issue of Infosend’s non-responsiveness because OPA’s finding was not contrary to law.

Under Guam Procurement law, a dissatisfied offeror may make a written protest to the agency at issue within fourteen (14) days of becoming aware of the facts related to said protest. 5 G.C.A. § 5425(a). Only after making such a written protest may the offeror proceed to make an appeal to the OPA on that issue. 5 G.C.A. § 5703. In this case, the OPA correctly asserted that because Graphic Center had not brought up the issue of missing documentation on Infosend’s part in a formal written protest to GPA, OPA could not hear the appeal on this issue. Graphic Center’s original protest to GPA did not identify any missing documentation, and instead focused its protest mainly on the fact that Infosend is based on California and not on Guam. Even if Graphic Center was not aware of the information missing from Infosend’s application at the time of its original protest, it should have filed an additional written protest with GPA within 14 days of becoming aware, rather than including the issue only in its appeal to OPA. Because the OPA’s determination on this legal issue was not contrary to law, this decision is affirmed.

B. The Court affirms OPA’s finding that the evaluation criteria used by GPA did not deviate from the announced criteria, because OPA’s finding was not arbitrary, capricious, or clearly erroneous.

Under 5 GCA § 5216(e), the purchasing agency should make the award “to the offeror determined...to be best qualified based on the evaluation factors set forth in the Request for

DECISION AND ORDER RE PLAINTIFF'S APPEAL OF OPA DECISION

CV0207-22; Graphic Center, Inc. v. Office of Public Accountability, Guam Power Authority, The Territory of Guam and Infosend, Inc.

Proposals...If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked as best qualified...”

This particular Request for Proposals included Section 2.3, containing Standards for Determination of Most Qualified Offeror, and Section 5.0, containing the RFP Evaluation Criteria.

Graphic Center claims that GPA was required to use Section 2.3 of the RFP in its evaluation, and by failing to do so misapplied the stated evaluation criteria. Plaintiff's Br. at 5 (Aug. 28, 2024). GPA has responded to this allegation by arguing that “no reasonable bidder” would confuse Section 2.3 and Section 5.0, and “being deemed the most qualified offeror does not spell the end of the process because bidders know that they need their RFP to pass muster under the minimum criteria for evaluating RFPs for services.” Defendant's Brief at 9 (September 27, 2024).

While this Court can see and understand why Graphic Center may have been confused about which evaluation criteria from the RFP was being used to evaluate the offers, Graphic Center had access to both sets of criteria and knew or should have known that it was possible they would be evaluated under both or either of these sets of criteria. Therefore, this Court finds that OPA's decision to uphold GPA's evaluation of the offerors was not arbitrary, capricious, or clearly erroneous, and this decision is affirmed.

C. The Court denies OPA's conclusion that there was not an issue of an incomplete procurement record because this conclusion was arbitrary, capricious, or clearly erroneous and remands this issue back to OPA.

DECISION AND ORDER RE PLAINTIFF'S APPEAL OF OPA DECISION

CV0207-22; Graphic Center, Inc. v. Office of Public Accountability, Guam Power Authority, The Territory of Guam and Infosend, Inc.

Although OPA was correct in most of their findings, this Court remains concerned about the issue of the procurement record in this case. Guam law mandates that "each procurement officer shall maintain a complete record of each procurement." 5 G.C.A. § 5249. In 2018, the Guam Supreme Court determined that when an appealing party can establish that there are items missing from the procurement record that were material to the procurement, the Court has the authority to cancel the award. *Telegram Holdings LLC v. Territory of Guam*, 2018 Guam 5 ¶ 39-41. The Guam Supreme Court specified that missing procurement records are considered "material" when their absence thwarts judicial review in "determining whether the appealing party is entitled to the relief requested." *Id.* at ¶ 39.

Through Graphic Center's Freedom of Information Act (FOIA) request, it is clear that Infosend did not include all of the required information in their initial response to the RFP. Graphic Center has argued that there is evidence from a GPA employee that Infosend was granted an exemption by GPA which prevented its disqualification. GPA denied this claim in a hearing before this Court on October 15, 2024, stating that Infosend addressed all required elements and there was no exception made. Regardless of which set of facts is true, it remains that the procurement record contains no explanation as to why Infosend's offer was allowed to continue while missing key documents, but Moonlight's offer was rejected for that reason.

As Graphic Center argues in its Opening Brief, "the Procurement Record contains no support or reasoning for holding one offeror to a stricter standard and another to a less strict compliance standard and then rewarding the latter with an award as the best qualified." Plaintiff's Br. at 7. Although GPA has argued orally that no exemption was made for Infosend and that Infosend's initial response contained all required documentation, the procurement record does not clearly support these statements.

DECISION AND ORDER RE PLAINTIFF'S APPEAL OF OPA DECISION

CV0207-22; Graphic Center, Inc. v. Office of Public Accountability, Guam Power Authority, The Territory of Guam and Infosend, Inc.

However, it remains to be seen whether Graphic Center sufficiently showed to OPA that missing elements of the procurement record were “material” or thwarted judicial review, mainly because OPA failed to substantially engage in this question. Because OPA did not fully engage with the procurement record issues in its decision, rather than cancel the award from GPA to Infosend, the Court remands this matter to the OPA for further agency investigation and record development to determine the materiality of the information missing from the procurement record. *Fla. Power & Light Co. v. Lorion*, 470 U.S. 729, 744 (1985) (“If the record before the agency does not support the agency action, if the agency has not considered all relevant factors, or if the reviewing court simply cannot evaluate the challenged agency action on the basis of the record before it, the proper course, except in rare circumstances, is to remand to the agency for additional investigation or explanation.”).

III. CONCLUSION AND ORDER

Based on the foregoing, the Court **AFFIRMS IN PART AND DENIES IN PART** the Office of Public Accountability’s denial of Graphic Center’s procurement protest appeal of Guam Power Authority’s Request for Proposal GPA-RFP-21-002, and remands the issue of the procurement record back to OPA for further agency investigation and record development.

SO ORDERED 10/29, 2024.



HON. JOHN C. TERLAJE
Judge, Superior Court of Guam



CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority | Guam Waterworks Authority

P.O. Box 2977 Hagåtña, Guam 96932 | (671) 648-3002 | guamccu.org

GPA RESOLUTION NO. FY2025-14

RELATIVE TO AUTHORIZE THE MANAGEMENT OF THE GUAM POWER AUTHORITY TO ENTER INTO A MONTH-TO-MONTH EXTENSION FOR ITS PROFESSIONAL PRINTING, MAILING, PROCESSING AND OTHER SERVICES DUE TO ONGOING LITIGATION

WHEREAS, on April 6, 2016, the Guam Power Authority (GPA) entered into a contract with Graphic Center, Inc. to provide professional printing, mailing and processing services of approximately 50,000 electric power billings each month; and

WHEREAS, the original contract became effective on April 18, 2016 for a one (1) year period from the date of award of the contract with the option to extend the contract for four (4) additional one-year periods; and

WHEREAS, GPA has exercised its base and options years of the contract and GPA had issued an Invitation for Bid (IFB) for these services in December 2020 but the bidder did not meet the bid requirements. Accordingly, in April 2021, the Consolidated Commission on Utilities (CCU) issued GPA Resolution No. 2021-10 authorizing GPA's management to exercise the month-to-month contract extension up to eight (8) months estimated to cost \$300,000 or until a new contract is awarded, whichever comes first; and

WHEREAS, in May 2021, GPA issued a Request for Proposal for Professional Printing, Mailing, and Processing Services. GPA received three (3) offers and selected InfoSend as the most qualified offeror, GPA selected Graphic Center as the second most qualified offeror, and GPA rejected Moonlight BPO's offer; and

1 **WHEREAS**, in August 2021, Graphic Center filed a procurement protest disputing
2 GPA's evaluation process for the RFP and GPA denied the protest. In October 2021, Graphic
3 Center then filed a procurement protest appeal with the Office of Public Accountability (OPA);
4

5 **WHEREAS**, in March 2022, OPA issued its decision denying Graphic Center's appeal
6 and in April 2022, Graphic Center appealed the OPA decision in the Superior Court of Guam.
7 Accordingly, the CCU issued GPA Resolution No. 2022-20 in April 2022, authorizing GPA's
8 management to exercise month-to-month extension or until a new contract is awarded; and
9

10 **WHEREAS**, in February 2023 through GPA Resolution No. FY2023-13 the CCU
11 approved management's request to exercise month-to-month services up to when a new contract
12 is awarded or in the event a new vendor is selected as the matter continued to be with the Superior
13 Court of Guam. In March 2023 the Guam Public Utilities Commission (PUC) approved the
14 extension of the GPA-Graphic Center Contract and GPA may exercise the month-to-month
15 contract extension up to twelve (12) months or until a new contract is awarded, whichever comes
16 first through GPA Docket 23-13; and
17

18 **WHEREAS**, the matter continues to be with the Supreme Court of Guam and in January
19 2024, the CCU approved management's request to continue to exercise month-to-month
20 extension of services up to 12 months or up to when a new contract is awarded through GPA
21 Resolution No. FY2024-15; and
22

23 **WHEREAS**, in May 2024, the PUC approved the extension of the GPA-Graphic Center
24 Contract and GPA may exercise the month-to-month contract extension up to twelve (12) months
25 or until a new contract is awarded, whichever comes first through GPA Docket 24-17. The order
26 also stipulated that if GPA requests another extension, it shall provide an accurate estimate of
27 what it would cost GPA to perform the same services internally or find an alternative billing
28 solution that GPA can perform internally and an estimated timeline for implementation; and
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1 **WHEREAS**, GPA estimates that it would cost \$554,000 per annum to perform the bill
2 printing, mailing, and processing internally. This estimate includes a full time employee to
3 oversee and process the billings daily; equipment lease; supplies and materials; and postage. GPA
4 initiated procurement for the required equipment and on February 11, 2025, GPA issued
5 Invitation Bid Number GPA-026-25, for High Volume Color Printer, with bid submission due
6 date on the third week of March 2025; and

7
8 **WHEREAS**, the procurement process is ongoing and GPA must have the printing
9 services in order to issue monthly billings which is the revenue lifeline of GPA; and

10
11 **WHEREAS**, GPA again seeks a month-to-month extension up to 12 months for
12 approximately \$400,000; or up to when the internal printing services is established; or up to when
13 a new contract is awarded in the event that a new vendor is selected; and

14
15 **WHEREAS**, the total cost of the first base year and the option to exercise the extension
16 of four (4) additional one-year periods, and the month-to-month extensions initially authorized in
17 April 2021 through May 2025 are estimated to be \$3,000,000; and

18
19 **WHEREAS**, GPA now is requesting the Consolidated Commission on Utilities to
20 authorize the Authority to file such petition with the Guam Public Utilities Commission; and

21
22 **NOW, THEREFORE BE IT RESOLVED**, by the Consolidated Commission on
23 Utilities the approval as follows;

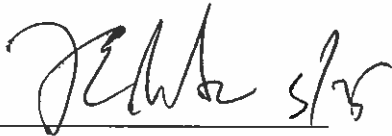
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25
26 1. The General Manager is authorized to exercise month-to-month extension of services
27 up to 12 months or up to when the internal printing services is established; or up to
28 when a new contract is awarded in the event that a new vendor is selected.
29 2. The General Manager and management of GPA is authorized to continue to explore
30 operational efficiencies for the bill print services.
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1 **RESOLVED**, that the Chairman of the Commission certifies and the Secretary of the
2 Commission attests to the adoption of this Resolution.

3
4 **DULY AND REGULARLY ADOPTED**, this 25th day of March, 2025.

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6
7 Certified by:

Attested by:

8
9
10 



11 **FRANCIS E. SANTOS**

MELVIN F. DUENAS

12 Chairperson

Secretary

13 Consolidated Commission on Utilities

Consolidated Commission on Utilities

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17 **SECRETARY'S CERTIFICATE**

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19 I, **Melvin F. Duenas**, Secretary of the Consolidated Commission on Utilities
20 (CCU), as evidenced by my signature above, do hereby certify as follows:

21
22 The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular
23 meeting by the members of the Guam CCU, duly and legally held at a place properly noticed and
24 advertised at which meeting a quorum was present and the members who were present voted as
25 follows:

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27 AYES:

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28 NAYS:

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29 ABSENT:

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30 ABSTAIN:

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<u>In-House Printing - Xerox Proposal</u>	<u>Amount</u>	<u>Unit Cost</u>
Staff (Utility Accounting Technician II)	\$ 40,652	
<i>Supplies:</i>		
Paper - bill statement self mailers	\$ 4,800	0.008
Envelopes	\$ 66,000	0.11
Equipment Lease - Xerox		
Color Print Charge (40,000 + color prints in the month \$0.0379/each)	\$ 22,740	0.0379
Lease Amount - \$2985.29 per month each unit (\$5,970.58 for 2)	\$ 35,823	\$ 2,985.29
Archiving of PDF bills	\$ -	Per Melvyn, this will be taken care of in-house by IT.
If customer log into the website, what will they be able to access?		
How much would this cost us?		
Postage - at \$0.64 per mail by GPA	\$ 384,000	0.64

Total In-House Projected Cost:	\$ 554,015
Graphic Center FY2024 (forecast)	\$ 379,614
Postage by Graphic Center	\$ 384,000
Total Cost - Graphic Center:	\$ 763,614
In-House Estimates Annual Savings:	\$ (209,598)

Postage (Graphic Center currently does the postage for GPA)

Note- See fee structures below.

\$0.64 per mail charged from GPA postage permit/account	\$ 384,000
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	Regular Billing	Disconnect	Total Monthly
Jan-24	46,013	3,298	49,311
Feb-24	44,511	3,517	48,028
Mar-24	46,904	3,316	50,220
	137,428	10,131	147,559

NOTES:			
1. Used 50,000 bills per month (as dicussed with Melvyn).			
50,000	monthly prints		
600,000	Annual Pints		
2. Graphic Center Averagre Costs in FY 2024			
October & November	\$ 62,914.88		
December	\$ 32,106.30		
January	\$ 31,516.67		
TOTAL:	\$ 126,537.85	\$ 31,634.46	monthly average