DATE: October 21, 2013

TO: Firms wishing to provide circulation fulfillment services to Vermont Life

FROM: Vermont Life, Vermont Agency of Commerce and Community Development

SUBJECT: Request for Proposals:

Vermont Life, an enterprise of the state of Vermont, requests proposals from qualified vendors to provide circulation fulfillment services. Scope of work and information required in proposals are described herein.

Three copies of each qualified proposal must be submitted no later than 4 p.m. Eastern on Friday, November 8, 2013 to:

 Vermont Life Executive Office

 Vermont Agency of Commerce and Community Development

 1 National Life Drive

 Davis Building, 6th Floor

 Montpelier, VT 05620-0501

Vermont Life reserves the right to accept or reject any or all bids. Vermont Life will assign a committee to evaluate bids and invite finalists to Vermont Life offices for presentations and interviews. The winning bidder will be invited to negotiate a contract.

Please direct questions about the proposal process to Julie George at julie.george@state.vt.us or 802-828-5533.

**Request for Proposals**

**Sealed Bid Process**

**Vermont Life**

RFP Issuance Date: Monday, October 21, 2013

Deadline for Submitting Mandatory Intent to Bid: Friday, October 25, 2013

Submit Letter of Intent as Letter or E-Mail to:

 Vermont Life

 Vermont Agency of Commerce and Community Development

 1 National Life Drive

 Davis Building, 6th Floor

 Montpelier, VT 05620-0501

 sky.barsch@state.vt.us

 julie.george@state.vt.us

Questions about this RFP must be received via mail or e-mail by: Monday, October 28, 2013. The executive officers will respond to questions by e-mail by: Friday, November 1. Responses will be distributed to all known potential bidders. The executive officers reserve the right to select questions to answer.

Proposal due date: Friday, November 8, 2013.

Three hard copies of the proposal must be delivered in person or via U.S. Mail or delivery service to:

 Vermont Life

 Vermont Agency of Commerce and Community Development

 1 National Life Drive

 Davis Building, 6th Floor

 Montpelier, VT 05620-0501

Sealed bid instructions: All bids must be sealed. Bid envelopes must be clearly marked “Sealed Bid” and show the bid title “Vermont Life Magazine Circulation Fulfillment Services,” bid opening date and name of bidder. Bids not in the possession of the Publisher by the due date will not be considered. The Publisher may change the date and/or time of bid opening. Faxed and e-mailed bids will not be accepted.

Time, date and location of Public Bid Opening: 10 AM Monday, November 11, 2013.

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1. **Introduction**
Request for Proposal (RFP) is issued by the State Vermont, Vermont Agency of Commerce and Community Development, Vermont Life, to invite qualified vendors to propose subscription fulfillment services and costs.

Vendors may be an individual, firm or team of individuals and/or firms responding to this RFP to provide all or some of the services outlined in this RFP. If vendor is other than an individual business, please identify the additional parties to the proposal.

The State may contract with a qualified vendor based on the content of the proposal. The State also may contract with one or more qualified vendors for some portion of these services. The State may contract with none of the bidders.

1. **Background**
The following information is provided as background only.

Vermont Life, an enterprise of the State of Vermont, publishes printed and electronic media; produces Vermont Life-branded calendars, note cards and other products; retails Vermont artisan gifts through printed and online catalogs; and provides other services as authorized by the Vermont Legislature.
2. **Scope of Work**
	1. **Overview**Vermont Life is published quarterly by the State of Vermont and is completely funded with revenues generated through subscription and newsstand sales, advertising, and ancillary product sales. Vermont Life is a thought-provoking, expertly designed quarterly magazine covering Vermont’s people, businesses, places and culture. Stunning photography and award-winning journalism make it the insider’s guide to Vermont food, arts and recreation, as well as the source for a behind-the-scenes look at the state’s creative economy and entrepreneurs. Established in 1946, Vermont Life is one of the premier regional magazines in the United States. The magazine's website is www.VermontLife.com and its ancillary products online catalog is at www.VermontLifeCatalog.com.

	This Request for Proposal addresses the need for subscription fulfillment.
	2. **Objective**

	Subscription fulfillment is presently provided by Communications Data Services (CDS) using their SERV system.

Proposals are invited for subscription fulfillment only, as currently performed by CDS, including the "front end" operations (mail opening, cashiering, document sorting and batching).

The contract with CDS expires December 31, 2013. It is Vermont Life's intention to closely analyze the capabilities and services offered by qualified vendors. A qualified vendor is one who: uses an online and interactive fulfillment system that is updated in real-time; specializes in consumer, paid publication fulfillment; fulfills ABC audited publications; is experienced with publications that have a substantial percentage of gift subscriptions, and who currently or have recently serviced clients with similar fulfillment requirements as Vermont Life.

Proposals should assume a four-year contract term with two optional and separate one-year renewals, subject to all required administrative approvals.

* 1. **Bid and Contract Requirements**
		1. Proposal Format

		The features and requirements Vermont Life needs are detailed in sections III and IV and Appendix A. For each item, in the same order as listed in this document and referencing any letter/number or heading on the RFP, state whether it is available currently, available with modification, or not available. For each "available" response, describe briefly the processes involved and any additional options available to Vermont Life. Where modification is required, indicate specifically the modification needed, the time required to make such modification, and the cost if any. Any items not specifically referenced in proposals will be assumed to be not available.
		2. Vendor Qualifications and Company Information

			1. company origin and ownership
			2. overview of the services that you offer
			3. qualifications for responding to this RFP
			4. # of subscription fulfillment clients, # of paid publications, # of ABC audited publications, # of quarterlies, # of publications between 50,000 and 100,000 subscribers, # of clients who do their own mail processing and cashiering, # of clients for whom you provide integrated subscription and product fulfillment.
			5. location of offices and the site(s) where this work will be performed
			6. senior management background
			7. organization structure, number of employees by department involved in subscription fulfillment and product fulfillment
			8. describe your firm's strengths and what makes you unique compared to other fulfillment service bureaus
			9. subscription fulfillment client references: 5 (five) current clients and 2 (two) clients who have stopped using your fulfillment services within the past two years. Client references should be clients similar to Vermont Life. References should include: publication name, contact name and title, and contact phone number.
		3. System Information

			1. describe the system architecture and operating environment of the system you propose to use for Vermont Life
			2. software used and programming language
			3. Are system parameters table driven or hard coded?
			4. What year was (were) the system(s) developed?
			5. date of last system upgrade(s) and description of upgrade(s)
			6. future upgrades and estimated release dates, charges for upgrades
			7. is the system customer-centric: multiple publications linked to the same subscriber; indicate if your system can accommodate ancillary product sales linked to a subscriber
			8. number of clients on this (these) system(s) currently
			9. size of your Information Technology staff
				1. number dedicated to new development -
				2. number dedicated to Internet development
				3. number dedicated to maintenance
			10. % of revenue allocated to R&D annually
			11. describe your system change request process
			12. if your company uses document imaging processes, describe how imaging is used in subscription and product fulfillment processes
			13. describe the system's source code structure
			14. describe the system's promotion key structure(s)
			15. describe your abilities to group promotion keys into unique, publisher-defined categories, independent of source, for reporting and renewal tracking. For instance, the ability to group appropriate orders for bind-ins, direct mail and insert cards into a reporting category called "gift." Is there a limit to the number of such categories?
		4. Digital Capabilities

			1. Vermont Life is heavily web-dependent for a variety of day-to-day activities. Issue labels are posted to a bulletin board for retrieval by its printer. All standard circulation and financial reports are posted to a bulletin board for downloading by Vermont Life. Schedules for renewals, bills, donor renewals, and acknowledgments are updated by Vermont Life online. It is important to Vermont Life that these capabilities are made available to them via the Internet or through a local access number.
				1. Do you offer this kind of web-based access for reports?
				2. Issue labels?
				3. Schedule updates?
				4. Describe the communication tools required of the client and the processes involved.
			2. Online customer service is used extensively by Vermont Life. Account status, new orders, renewals, gift orders, payments and changes-of-address can be entered by subscribers via its Web site. Free form email, too, is an option for subscribers to communicate with Vermont Life.
				1. Describe your system's capabilities for providing Web subscription forms integrated with client's Web sites: new subscriber, renewal, gift subscriptions (including maximum number that can be entered on single form), subscription status (including gift recipients), change of address (including gift recipients).
				2. Describe the training necessary and the processes required of client’s staff to administer source keys, terms, values, etc.
				3. Describe how web orders from various sources can be identified and recorded as s/keys in the fulfillment database.
				4. Can such webpages be largely designed by the publisher, including offer copy, order of input fields and text, and graphically designed to exactly mimic the rest of the client's site?
			3. Ease and flexibility of changing web pages is important to Vermont Life. Vermont Life desires to have control of content, graphics and layout with the ability to make changes without the involvement of the contractor.
				1. Do your clients have similar ability or must they depend entirely or partially on your staff to make such changes? Please describe.
				2. Or must they use a standard template for layout? If so, provide template.
				3. Describe the process on your end when a client changes or builds a new web page. Detail the steps required for you and your client.
			4. Please comment on the following list of e-commerce features and your system's abilities in each area:
				1. special pricing for items with particular source codes
				2. quantity pricing for items ("2-5, $xx each, 6 or more $yy each," etc.)
				3. returning user login
				4. display item image in basket and on a printable receipt of order after checkout
				5. sitemap page pulled from departments
				6. customer logon option
				7. taxes calculated, both by state and city, as required
				8. email order notification
				9. email message customization
				10. email address and password login
				11. order email confirmations sent in plain text and html
				12. email this page to a friend
				13. email forgotten password
				14. ship order hold dating
				15. real-time credit card pre-authorization multiple payment options
				16. multiple up-sells and cross-sells
				17. subscribe/unsubscribe email list
			5. The ability to customize confirmation pages is desired. Vermont Life wants the ability to lead a customer to additional products or content based on the type of transaction or type of order placed. Describe the customization features of web confirmations in your application.
			6. What new initiatives are currently underway in your operation regarding Internet customer interfaces for either subscribers or product buyers? When are these initiatives scheduled for implementation?
		5. Digital Edition Fulfillment
			1. Please describe your capabilities for managing the fulfillment of digital editions.
				1. Order pages
				2. Sourcing
				3. Authentication
				4. Reporting
		6. Account Management

			1. In a service contract, Vermont Life will reserve the right to request a change in their account management team, and the vendor shall not unreasonably deny this request. Changes to the account management team, those initiated by Vermont Life and those initiated by the service bureau, must be submitted, in writing, to Vermont Life for approval, which will not be unreasonably withheld.
			2. Notification of changes to the account management team initiated by the service bureau must be made, in writing, 30 days prior to the change effective date. Changes resulting from an action outside of a bureau's control, such as an account manager resignation, should be notified to Vermont Life as soon as possible.
			3. Provide a profile of the account management team that may be assigned to this account. Prior to a site visit, if deemed appropriate, a written commitment the to account management team must be made by the contractor.
			4. Describe the role of the account manager within your company.
				1. How many account managers do you employ in subscription fulfillment?
				2. What is their average length of account management experience, and how many publications, representing what total circulation, on average are managed by an account manager?
				3. What is the average length of time an account manager (day-to-day contact) serves a particular magazine client?
		7. Process Controls

			1. Processing systems, both manual and automated, must possess work flow integrity and operating controls to balance receipts to data entry, entry to file update, update to issue labels.
			2. Describe your batch balancing, file balancing and selection verification processes. How do you ensure integrity of financial reporting?
			3. Describe the quality control procedures used in your lettershop for warehouse receipts, inventory updating, and mailing of bills and renewals.
			4. Describe the inventory controls.
			5. Where is the warehouse located?
		8. Procedures Manual

			1. The service bureau must create a procedures manual specific to this account of all processing routines, customer service policies, order processing, refund and over/underpayment policies, renewal and billing instructions, gift, foreign and group.
			2. Processing procedures. Describe the processing documentation you provide for a client.
		9. Audit

			1. Vermont Life, though not an ABC audited publication, is set up as an ABC audited title on the current fulfillment system.
			2. Describe your ABC auditing procedures:
				1. Do you run a Continuous Audit?
				2. Do you have ABC auditors on your premises?
				3. How do you support a client through a U.S. Postal Service audit?
		10. Security

			1. Providing Vermont Life with a current copy of your PCI/DSS Certificate will be required, at all times, throughout the life of the contract.
			2. Describe the physical security features of your facilities including order entry, data center, warehouse, shipping facility and your lettershop.
			3. What types of insurance to you provide for your clients’ property while on your premises?
			4. How do you safeguard clients’ databases?
			5. What security features are in place for Internet customer service and other web-based processes?
		11. Disaster Recovery

			1. Describe your Disaster Recovery Plan.
				1. How often is it reviewed?
				2. How often is it tested?
				3. Vermont Life may request to see a copy of this Plan as part of this review process.
				4. What is the maximum amount of time your systems would be down if, for example, a fire destroyed your computer facilities?
				5. The maximum amount of lost data in such a circumstance?
		12. Service Standards

		Vermont Life may require that Standards of Service be incorporated into a service contract. What are your standards of service for:

			1. accuracy of order/transaction entry from receipt data entry
			2. batch files (i.e. agents) upload from receipt
			3. application of Web transactions to the database
			4. processing cut-off time prior to issue label selects
			5. customer service white mail
				1. email: time to acknowledge
				2. automated response
				3. custom response
			6. telephone customer service
				1. average speed of answer by live operator
				2. abandon rate
				3. percent of busy signals
			7. online service:
				1. time to acknowledge
				2. automated response
				3. custom response
			8. bills mailed after selection (include mechanical presort)
			9. donor bills mailed after selection, including, in the 1st effort only, insertion of correct # of gift cards for the # of recipients in each bill (include mechanical presort)
			10. renewals mailed after selection (include mechanical presort)
			11. donor cash acknowledgements mailed after selection , including insertion of correct # of gift cards for the # of recipients in each acknowledgements (include mechanical presort)
			12. donor renewals mailed after selection (include mechanical presort)
			13. inventory receipt, inspection and update to inventory system (subscription forms)
			14. report delivery following main issue run, supplement run
			15. list order turnaround
			16. presort First Class and Standard A mail
			17. laser message setups
			18. laser message changes
			19. How many mail and telephone inquiries and complaints do you average per active subscriber? What is the average number of transactions per customer service call?
			20. Please describe your standard and optional inbound telemarketing services, especially renewal, gift-renewal, new-gift upsell, subscription-product and product-subscription cross-sell, and product-product cross-sell efforts.
		13. Conversion

			1. Explain your company’s approach to the conversion process.
				1. Do you have a team dedicated to conversions only? If so, who is on this team?
				2. Have you converted subscription files from the CDS SERV system onto your system? Please specify which titles and when converted.
				3. As part of file conversion, what data elements will you reconcile and what is an acceptable out-of-balance percentage for a conversion?
			2. How long do you expect this conversion to take?
			3. What length of time could you guarantee for a complete and successful conversion?
			4. List all resources you would require of Vermont Life, in detail?
		14. Client Training

			1. How do you familiarize a new client with your processes and systems?
			2. How do you train a new client to use your customer service inquiry and adjustment screens?
			3. Do you offer formal reports training seminars?
				1. How often?
			4. Describe the training necessary for clients to create and maintain or modify Web forms.
				1. How do you train clients to create, maintain or modify e-commerce pages?
				2. Where does such training take place?
				3. How often?
		15. Processing Requirements: Scope of Services

		For each requirement within Sections 15-25, indicate if the requirement is available currently, available with modification and cost associated, or not available. A brief description of how your solution addresses each requirement and any additional options available to Vermont Life should be noted. Where modifications are required, detail the extent of, and the maximum time needed to effect the required change to your system. In some instances, you may be asked to expand on a requirement.
			1. Data Entry
			2. Interactive, real-time updating of subscriber database.
				1. Which transactions, if any, are keyed off-line and uploaded into the subscriber database.
				2. How frequently are these transactions uploaded?
			3. Extensive editing capabilities at entry for:
				1. account duplication prevention
				2. valid city, state and ZIP combination
				3. valid foreign address format by country
				4. valid rate, term, promotion cost
				5. standardization of title (example "Dr. vs. MD")
				6. minimum 6 (six) line addressing for foreign orders
				7. premium codes (with order or with payment)
				8. sales tax calculations
				9. cash only for foreign and Canadian orders
				10. prevent credit orders from being applied to open credit orders and accounts identified as bad debt
				11. valid credit card number, expiration date
			4. Capture email addresses when provided by the subscriber.
				1. What editing do you perform on email addresses?
			5. Process overpayments and underpayments per policies established by Vermont Life.
			6. Enter new orders, renewals, payments, reinstates, cancels, undeliverables, and changes-of-address.
			7. Provide for scan entry for scannable orders, renewals and cancels.
			8. Establish donor and recipient relationships on gift orders.
				1. Indicate maximum number of recipients per donor.
				2. As an option to the donor, allow a “gift from” message to print on the issue label or as an ink-jet element on magazine wrap.
			9. How does your system manage multilayer gift relationships, for example a gift recipient who is also a gift donor?
			10. Process “bulk gift” subscriptions (see Special Considerations, Appendix A).
			11. Process group subscriptions (see Special Considerations, Appendix A). Indicate maximum number of individuals that can be assigned to a group. Maintain common expires for these groups. As an option to groups, allow a “compliments of” message to print on the issue label.
			12. Provide for multi-copy subscriptions. Indicate maximum number of copies allowed per subscription.
			13. Capture seasonal addresses for subscribers with start/stop dates. Automatically provide service to the correct address effective with the start and stop dates. Allow renewals and bills selected within a user-defined period prior to a change effective date to reflect the future mailing address.
			14. Provide for future starts.
			15. Provide for gracing: by source or magazine category and expire.
			16. Provide for back-issue starts dependent upon inventory availability.
		16. Subscription File Maintenance

			1. Update subscriber mainfile. For on-line and interactive data entry, entry date and time to be kept in the subscriber record. For files uploaded in a batch mode, batch number and batch date to be kept in the subscriber record.
			2. Apply payments, changes-of-address (including U.S. Postal Service ACS) cancels, refunds, reinstates, suspends, undeliverables, orders and renewals. Affix ZIP+4 to subscriber addresses. Indicate the frequency at which you apply ACS changes-of-¬address and the frequency with which you update your postal files.
			3. Describe your CASS Certification process.
			4. Maintain comp subscribers. Describe your coding structure for comp records.
			5. Maintain donor/recipient and bill-to/ship-to relationships on same file.
			6. Maintain subscriber start date, expire date, issues-to-go, last issue served, original order date, original promotion code, current promotion code, original and current magazine categories (see Special Considerations, Appendix A), and prior source.
			7. Retain subscriber order information on mainfile for twelve months after expire.
			8. Keep expires for up to four years on outside file that can be accessed for marketing promotions.
		17. Issue Distribution

			1. Address main issue labels in the format required by Vermont Life's printer (magnetic tape, labels, or electronic) quarterly and send to Vermont Life's designated printer. Gift recipient and group subscriber labels to optionally contain a gift from (donor/group name) message on the labels.
			2. Labels are currently sent to the printer via FTP. Describe your FTP capabilities and the usual procedures for delivering labels data to the printer.
			3. Address supplemental issue labels in the format required by Vermont Life's printer (magnetic tape, labels, or electronic) every two weeks including up to two supplements of a previous issue following the main issue run, and send to Vermont Life's designated printer. Gift recipient and group subscriber labels to optionally contain a gift from (donor/group name) message on the labels.
			4. Supplement label runs should optionally have the ability to be sent to the printer via FTP.
			5. Optionally and if requested, provide for-profit Periodicals Class sortation to levels A, B and C per U.S. Postal Service specifications for maximum postal savings. Line of Travel (LOT) sequencing required on carrier-route sort. Provide for palletization. (A typical issue contains 88 pages plus cover, trim size 8-3/16" x 10-7/8", printed on 50# freesheet with covers on 60 point coversheet and contains 40% advertising.)
			6. Provide computerized 3541s as required.
			7. Provide package, tray tags and pallet flags as required.
			8. Do you currently support all postal IMB requirements?
			9. Describe your edition split capabilities for geographic and demographic editions, last issue and next-to-last issue, source, complimentary, multi-copy and arrears.
			10. Generate premium labels on a schedule, up to weekly, as requested by Vermont Life. Indicate on premium label the number of premiums to be mailed to the subscriber and sort premium label output by number of premiums. Provide ability to address premium labels to an electronic format.
			11. Describe your ability, if available, to deliver premiums through your product fulfillment operations and the costs involved.
		18. Renewal Promotion

			1. Select and laser address up to seven renewal promotion efforts on a schedule set by Vermont Life. Renewal promotion efforts may be addressed to forms, postcards, wraps and may be required to mail via attached mail or to be sent via email through Vermont Life's designated email vendor.
			2. Vermont Life laser prints renewals, donor renewals, bills and acknowledgments on plain paper. The paper, outer envelopes, and return envelopes are provided by the fulfillment house.
				1. Do you offer a plain paper package? Please include samples of your plain paper packages with your proposal.
				2. Describe your laser printing capabilities: continuous form or sheet-fed; advanced function printing abilities; scanning abilities; lead time required for signatures, logos, set¬up and changes; is color printing available?
			3. Provide selections for up to two outbound telephone renewal efforts and send to Vermont Life's designated outbound agency.
			4. Provide selections for up to three email efforts.
			5. Discuss your scheduling system for self and donor renewals: Is it automated or manual; what do you require from the publisher; and how many business days in advance of the selection do you need this information?
			6. Can schedules be updated by Vermont Life online? If so, can this be done for renewal, billing, donor renewals and donor acknowledgments?
			7. Describe your renewal key structure, renewal group splits and testing flexibility.
			8. Provide for inbound 800# renewals.
			9. Provide for renewals via the Internet.
			10. For group renewals, provide to Vermont Life a hardcopy galley or Excel spreadsheet by group of subscriber names and addresses annually and upon request by Vermont Life (see Special Considerations in Appendix A).
			11. Galleys must be able to be sorted by various criteria including but not limited to ZIP Code, ZIP Code and last name, last name and company name.
			12. For “bulk gift” subscriptions, select and laser address renewal promotion. Do not mail but rather forward promotion efforts to Vermont Life (see Special Considerations —Section VI).
			13. Provide for "seed names" in renewal promotions plus live (not seed), inserted samples off the mailing line from each mailing.
		19. Donor Promotion

			1. Select and laser address up to four donor renewal promotion efforts and up to three unrenewed recipient and unrenewed subscribing donor renewal promotion efforts on a schedule set by Vermont Life. Promotion efforts may be addressed to forms, plain paper laser, postcards, wraps and may be required to mail via attached mail or to be sent via email through Vermont Life's designated email vendor.
			2. Provide for selection of up to two outbound donor renewal and one outbound cold donor promotion effort, and send to designated outbound telephone agency.
			3. Provide for up to three out-bound emails.
			4. Only if your practices for donor promotion differ from regular renewal promotion, address questions 3 and 4 asked above under “renewal promotion.”
			5. Select and address up to two cold donor promotion efforts (all active records without active recipients).
			6. Provide for inbound 800# gift renewals. If your price structure is different for gift renewals compared to regular renewals, indicate and note the difference in your proposal.
			7. For undeliverable recipient issues returned from post office, automatically address and mail a change-of-address request letter to the donor.
			8. Provide for holiday and year-round gifts to be tracked and promoted differently and on different schedules, including combined renewals to donors with recipients expiring in two adjacent expire groups (e.g, Autumn and Winter).
			9. Provide for pricing discounts based on number of recipients.
			10. Bills/Acknowledgments.
			11. Select and laser address cash acknowledgments to donors. Include one gift card per recipient per donor acknowledgment.
			12. Discuss your scheduling system for bills: is it automated or manual? what do you require from the publisher; and how many business days in advance of the selection do you need this information.
			13. Provide for inclusion of one gift card per recipient per donor bill in up to two efforts.
			14. Describe your laser printing capabilities: continuous form or sheet-fed; advanced function printing abilities; scanning abilities; lead time required for signatures, logos, set-up and changes; generic packages if you offer them (include samples with your proposal); is color printing available?
			15. Describe your bill key structure, bill group splits and testing flexibility.
			16. Provide for inbound 800# payment of invoices.
			17. Provide for web-based credit card payments of bills. At a minimum, Visa, Mastercard and Discover options must be available.
			18. Provide for renewal-at-birth on billing efforts.
			19. Provide for "seed names" in billing and acknowledgement efforts plus live, inserted samples off the mailing line from each mailing.
			20. Provide for e-billing efforts.
		20. Customer Service Subscriptions

			1. Receive batched written customer service correspondence from Vermont Life and process.
			2. Provide for remote on-line access to the subscriber database from Vermont Life's offices for inquiry purposes and for limited transaction entry (transaction types to be agreed upon by Vermont Life and the service bureau).
			3. Detail the hardware and line access requirements needed in their office to accomplish this. Can access be gained online or through a local access number in Montpelier?
			4. Can subscriber’s current status and subscriber history be viewed with a single lookup? If not, how many steps/screens must be accessed?
			5. Provide inbound 800# telephone customer service seven days a week, telephone to be answered in the name of the publication. Indicate the days and hours your telephone customer service is available, including holidays.
			6. Provide the ability for a subscriber to inquire on their subscription via the Internet. Describe the required data and number of steps to be entered by a subscriber to access their account.
			7. Provide for online customer service. Accept and automatically upload new orders, gift orders, regular renewals, gift renewals, payments, changes-of-address, and missed issue complaints.
			8. Discuss your Internet customer service capabilities. After online entry of an online transaction by a subscriber, how long is it before a subscriber can see the change(s) they have made in their subscriber record?
			9. What security precautions are in place to limit access and to protect the data entered via the Web by a subscriber? Include delay, or timeline for interruption, if any.
			10. What backup provisions exist to provide service to online customers in case of a server or internal network failure?
			11. Provide for email inquiries, automated responses and custom responses. Describe and provide examples.
			12. Describe the skill sets and size of the staff that answer email inquiries.
			13. Provide an instantaneous acknowledgment via email to the subscriber upon receipt of an email inquiry or transaction.
			14. E-mail complaints requiring escalation to Vermont Life within 2 hours of receipt.
			15. Provide for the entry of comments/notes on the customer service screen for viewing online during future customer service activities.
			16. Provide for “do not promote” indicators in subscriber records for Postal, email and phone list rentals, renewal promotion, email billing. List all “do not” indicators available and describe how they work. Are these indicators permanent or temporary?
			17. Provide for promotion of renewals at inquiry.
			18. Provide search capabilities into a subscriber’s record via:
				1. account number
				2. previous account number (from previous system)
				3. donor name bill-to
				4. last name
				5. partial name search
				6. ghost address ZIP,city, state company name
				7. purchase order #
				8. group #
				9. phone number
				10. street address
			19. What other data elements can be used as search criteria? What fields can be combined in a search? What fields can use wildcards?
			20. Adhere to Federal Trade Commission’s Telemarketing Sales Rule when soliciting renewals, cross-selling products and when upselling terms on any telephone inbound contact. Describe the controls in place to ensure compliance with this Rule.
			21. Automatically produce written customer service correspondence for mail, online and phone inquiries. Indicate if correspondence can be suppressed based on source and/or type of inquiry. Indicate if correspondence can be customized. For written correspondence, do you send emails, postcards, letters or a mixture? (Include samples with your proposal)
			22. For missing/damaged issue complaints, do you send replacements? Vermont Life currently ships magazines to CDS each quarter for this use.
			23. Describe the organization structure of your subscription customer service department.
			24. Do reps handle mail, phone and email?
			25. Do you dedicate teams to an account or to a set of publications: do these teams have back-up teams?
			26. What are the average and maximum numbers of publications with which a rep must be familiar?
			27. Where are your C/S reps located?
			28. What was the percentage of staff turnover and time spent training new hires in the most recent 12 months?
			29. Describe the training program for new customer service reps.
			30. How do you train reps on a new client or on a new program offered by a client?
			31. How active is the client in this training?
			32. Do your customer service reps visit their clients on a regular basis?
			33. What quality control measures are in place to rate the call handling by a rep?
			34. Do you live monitor calls and at what frequency per rep?
			35. Can your clients live monitor calls remotely from their office?
			36. Are incentives offered to your customer service reps for quality customer care? If so, please describe.
		21. Lettershop

			1. Provide mailing services (bursting, trimming, folding, inserting, metering or stamping) for renewals, bills, donor promotion, acknowledgments and subscriber correspondence. Include a list of your lettershop equipment and maximum package sizes. Indicate if you outsource these services.
			2. What is the minimum number of pieces required for mechanical processing of any kind (bursting, folding, inserting, metering, etc.)?
			3. When preparing outgoing mail by hand, what is the average number of pieces per hour processed?
			4. Provide mechanical presorting for First and Standard A (for-profit) mail. Indicate if these services are provided in-house or if you outsource. Indicate if you offer a direct shipping service to BMCs for Standard A mail. Do you offer direct shipping to SCFs? At what cost? Is mail commingled with other mailers for additional postal discounts? At what cost?
			5. Do you use consolidators for Canadian and International mail?
			6. What can be expected in the way of postal discounts? Do you guarantee postage rates in advance of mailing? What do you require for a postage advance?
			7. Do you offer forms printing services either in-house or through a partner firm? Indicate capabilities (include samples with your proposal).
			8. Describe your inventory management system and inventory reports provided to clients. Do clients have remote access to inventory availability? Do your account managers?
			9. Describe your job tracking process. Is it automated or manual? Is job status available on-line to account managers or to client personnel?
			10. Do you have a manager of postal affairs? How do you work with your clients to keep them aware of changing postal regulations?
			11. Provide at least one physical inventory per year for Vermont Life. Do you perform physical and/or cycle inventories?
		22. List Services

			1. Immediately prior to each main issue label selection, create a file to be used for list rental purposes and retain for fulfillment of list rental orders or send to Vermont Life's designated list manager.
			2. Provide selection capabilities for list order requests direct from Vermont Life or from its designated list manager. Detail what selection criteria are available.
			3. Provide list order turnaround within two business days.
			4. Describe your list rental seeding capabilities. Indicate if seed names can be ZIP sorted into label outputs. Can seeds be limited to only the ZIP range(s) selected?
			5. Describe your merge-purge services (include prices with your proposal).
		23. Circulation Modeling

			1. Do you offer a circulation model for your clients? If so, describe.
			2. Do you offer automatic feeds to clients' models? If so, which models?
			3. If you offer a circulation model?
				1. Describe its operation, functionality.
				2. Does it require purchase of a premium reports package? If so, include cost on the Price Quotation Form (Appendix E).
		24. Subscription Reports

			1. Include with your proposal a copy of your standard reporting package along with the list of reports included in your price and their frequency. Your reporting package should include but not be limited to the following. If any of the following are not part of your standard package, please explain.
				1. Ons/offs reports with subscriber and copy counts (at close of issue)
				2. Earned income Deferred income
				3. Deferred income balancing
				4. Sales by source, new and renewal
				5. Sales by magazine category
				6. Renewals by previous source with analysis of current source
				7. Renewals by magazine category with analysis of current category
				8. Rate and term analysis
				9. Promotion profit and loss
				10. NR by source
				11. A/R balancing
				12. Billing response analysis
				13. Credit cancels/mass cancels
				14. Refund galley
				15. Sales tax by state, including Vermont local option taxes
				16. Unpaid copies served
				17. Gift renewal analysis
				18. Customer service category analysis, mail, telephone and web
				19. Daily email/web activity report of orders, transactions
				20. Start issue by source
				21. Expire analysis by source and expire date
				22. Expire analysis by magazine category\* and expire date
				23. Main and supp. reports with subscriber and copy counts by SCF and state: Label counts for SCF and 5-digit
				24. Periodicals-class sortation and tray tags
				25. Issue label state counts by label run and issue
			2. All reports must be generated at least monthly except as noted.
			3. All standard reports are to be posted to a bulletin board for Web-based downloading, preferably via HTTP. Reports containing subscriber sensitive data such as refund galleys and credit card galleys are not to be posted to the bulletin board.
			4. Can your system feed a client's in-house accounting software, currently Sage Premium Accounting 2014 at Vermont Life?
		25. Ad-hoc Reporting

			1. Describe your ad-hoc reporting capabilities for both subscription.
				1. Are these requests forwarded through the client's account manager?
				2. Is it possible for Vermont Life to program and make these requests remotely from their offices in an online environment?
			2. Describe a client's abilities to extract historical and statistical information for reporting and analysis.
				1. How much history is retained in these reporting files?
				2. Is data available at both a summary and detail level?
1. **Submission Provisions**With regard to this RFP, no direct contact or exchange of information is permitted between RFP respondents and representatives of Vermont Life, the Vermont Agency of Commerce and Community Development or any other agency, department or enterprise of the State of Vermont except as provided in this RFP.

Submission of intent to bid is mandatory if a vendor intends to submit a bid in response to this RFP. Intent to bid must be received by the Publisher by mail or e-mail by the deadline stated herein. If a vendor does not submit an intent to submit RFP Form, questions from this vendor will not be answered, the vendor will not be included on any materials provided to vendors subsequent to the release of this RFP, and bid submissions will not be accepted or considered from this vendor.

Questions regarding this RFP must be submitted in writing to the Publisher by the deadline stated herein. The Publisher will respond to questions by the deadline stated herein, reserves the right to select which questions will be answered. Any responses will be posted on the State Bid Bulletin Board.

In addition, any changes to, or changed interpretation of, the RFP resulting from the pre-bid questions or from any other cause, upon which the Publisher intends vendors to rely, shall be posted in a timely manner to vendors that have submitted an intent to bid.

RFP bids shall be submitted clearly marked in a sealed package in accordance with the instructions and deadline herein.

Submissions will be evaluated based on responsiveness to the RFP and the evaluation criteria stated herein. Vendors must demonstrate they have the organization, experience, technical skill, equipment, financial resources and proven ability to provide the service(s) and product(s) required.

This RFP may result in a contract or contracts being signed, pending agreement by each party and the Publisher, and all required State of Vermont approvals. The resulting contract(s) may be for comprehensive services as outlined in this RFP or for portions of the services. The terms and conditions in this RFP will provide the basis for the material terms and conditions of the contract, together with any further terms and conditions arising through negotiation for the scope of work.

The Publisher reserves the right to accept or reject any and all submissions. Vendors whose submissions are not selected will be notified via e-mail. The Publisher reserves the right to narrow the selection of vendors and negotiate for the best and final offer furthering the interests of Vermont Life.

All submissions shall become the property of the State of Vermont and remain confidential until a contract resulting from the RFP is executed. Thereafter, all submissions will become public record except those portions of the submission that are clearly marked “proprietary” by the bidder and that are exempt from public inspection and copying pursuant to 1 V.S.A. Section 315 et seq. or any other provision of law.

Vendors selected for presentations and interviews at Vermont Life offices shall travel to and from Montpelier at their own expense.

In signing the proposal, the vendor agrees to all terms and conditions outlined herein should a contract or contracts be issued.

1. **Submission Format**The vendor submissions must include the following for vendor to be considered:

	1. Transmittal/Cover Letter: Submissions must be accompanied by a letter acknowledging and agreeing to the provisions of this RFP, signed by individual(s) having authority to bind the individual or firm to sign formal contractual obligations and to verify and authenticate the commitments made by the individual and/or firm in the submission. If the submission is from a team of individuals, an individual having authority to bind each individual or firm must sign.
	2. Appendix B: Acknowledgement of Attachment C: Standard State Provisions Form, signed by individual(s) having authority to bind the individual or firm to sign formal contractual obligations and to verify and authenticate the commitments made by the individual and/or firm in the submission. If the submission is from a team of individuals, an individual having authority to bind each individual or firm must sign.
	3. Executive Summary: This shall include an outline of the services and products, summary of related costs, and description of strategies for design, development and implementation. The summary must indicate whether the vendor intends to provide comprehensive services or a portion of the services requested by this RFP.
	4. Business Background: Statement of organization form, state in which the business is incorporated, principal place of business, certification of compliance with fair employment requirements (Federal and State) and customary State contract provisions.
	5. Financial Statements: Copy of the last two annual financial reports and any supplemental information to show the financial standing of the business.
	6. Work experience: Resumes with detailed qualifications and levels of expertise of key individuals, including the account manager, who may provide service to Vermont Life. Include a description of each individual’s scope of work on this engagement.
	7. References: A representative list or explanation of the types of relevant services the vendor has provided within the last two years. The list of contacts (minimum of three) should also include the name, telephone number and e-mail address of a person who may be contacted for references.
	8. Proposed Cost (broken out by identified line items in the attached price quotation form).
	9. All costs for which the vendor charges (your rates), administrative expenses, staff charges (hourly rate), etc., including any cost per hour for any additional work that may be requested and provided.
	10. All variations of discount and payment options available.
	11. The State requires that a proposal must include a breakdown of cost per service types as outlined on the price quotation form (appendix C).
	12. Any other overhead costs or supplemental items to be charged to the contract.
	13. Proposed Work Plan.
	14. Cost of anticipated non-service expenses.
2. **Evaluation of Submissions**
	1. Evaluation criteria: The Publisher will assign a committee to consider the following criteria in evaluating submissions in response to this RFP:
		1. quality of vendor background,
		2. understanding of, and demonstrated ability to provide, specific services required under the anticipated contract,
		3. possession of requisite knowledge, skills and abilities, d) reasonableness of proposed cost,
		4. strength of proposed work plan, contract project management and level of understanding of parties’ responsibilities,
		5. quality and over-all responsiveness or submission to all elements of this RFP.
	2. A committee of the Publisher, Associate Publisher, Editor, Business Manager and Circulation Manager will independently evaluate each proposal on the above criteria. A consensus recommendation of committee members will be forwarded to the Secretary of Commerce and Community Development for final award selection.
3. **Terms and Conditions**
	1. *Taxes:*  The State of Vermont is exempt under 32 VSA Section 9743(1) from payment of Vermont sales and use taxes.
	2. *Contract period:* The contract to be awarded in accordance with this RFP will be for four years and may be extended under the same terms and conditions for two separate one-year increments if agreed to by the parties and if consistent with State of Vermont contracting procedures, including the securing of all required administrative approvals.
	3. *Governing law:* All submissions and agreement shall be in conformance with and governed by applicable laws of the State of Vermont.
	4. *Submission expenses:*  No expenses associated with the preparation of vendor proposal shall be borne by the State.
	5. *Discrimination:*  The contractor will comply with all requirements of Title 21, Chapter 5, Sub-chapter 6, Section 495A, relating to fair employment practices.
	6. *Tax certification:* To meet the requirements of 32 V.S.A., Section 3113, no agency of the State may enter into, extend or renew any contract for the provisions of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Vermont Department of Taxes. A person is in good standing when no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes. In signing this submission, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date that this statement is made.
	7. *Proprietary or confidential information:*  Submissions, with the exception of any materials deemed confidential, will be open for public inspection after a contract is executed. The successful submission will be incorporated into the resulting contract and will be a matter of public record. If the submission included material that is considered by the bidder to be proprietary and confidential under V.S.A. Title 1, Chapter 5, or any other provision of the law, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. However, entire submissions cannot be designed confidential or proprietary information. Price information will not be considered confidential or proprietary information.
	8. *Advertising:*  The name of the State of Vermont, Vermont Agency of Commerce and Community Development, the Vermont Department of Tourism and Marketing, their departments and divisions, and Vermont Life may not be used by any business responding or by the selected firm to this RFP in advertising or media releases without the express written consent of the Secretary or Deputy Secretary of the Agency of Commerce and Community Development.
	9. *Statement of rights:* The State of Vermont reserves the right to accept or reject any, and all, submissions with or without cause, and the individual/firm shall have no recourse. The State of Vermont reserves the right to waive technicalities to assure the project provides the greatest benefit to the State. The State reserves the right to issue specification changes in writing up to 14 days prior to the due date of submissions.
	10. *Submission price or best final offer:* Responses to this RFP will be considered firm for 120 days after the closing date of submission.

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**APPENDIX A
VERMONT LIFE PUBLICATION PROFILE**

 **Publication Name:** Vermont Life (sample issue enclosed)

**Basic rate:** $14.97

**Frequency:** quarterly

**Audit Type/statement color:** n/a

**Current Supplier:** CDS-Global

**System:** SERV

**Desired State Date with New Supplier:** 01.01.14

**Collection agency efforts:** n/a

**Collection vendor:** n/a

**Distribution:**

**Printer:** Lane Press

M**ailer:** Lane Press

**Mailing class of publication**: Periodicals level of sort, A,B,C with LOT
multiple entry points/#1

**Palletization**: yes

**Firm bundling:** n/a

**Supplement Frequency:** 2 weeks Labels and electronic trans.

**Selective binding:** no

**Types of label splits:** US, foreign, Canadian; w/wo attached renewals; w/wo gift promo wrap

**List Rentals:** Manager, InfoSource

**Frequency of list file creation/update:** quarterly

**Modeling:** MPMW

**Database feeds**: n/a

**Frequency**: n/a

**Trans or file replace:** n/a

**Marketing database vendor:** n/a

**VERMONT LIFE VOLUMES (Type and Annual Volumes)**

**Fulfillment File Size: 50,000**

**ORDERS/PAYMENTS:**

New Business (excluding gift) 8,000
Renewals (excluding gift) 8,500
 Gifts 10,000
 Agency 1,000
 Payments 3,500
 Credit Card 1,500

**CUSTOMER SERVICE:**

 Telephone Calls (Total) 5,700
 Mail 1,000
 Email Inquiry 500

**LETTERSHOP:**

 Direct Mail (2x per year) 200,000
 Single Renewals (Mail) 46,693
 Single Renewals (Email) 9,535
 Single Renewals (Wrap) 2,000
 Single and Gift Invoices 20,000
 COA, Cash and Gift Acknowledgements 5,000
 Gift Renewals (Mail) 10,000
 Gift Renewals (Email) 1,500

**MISCELLANEOUS INFORMATION**

List Rental Volumes 100,000
 Premium Volumes N/A

**SPECIAL CONSIDERATIONS**

1. **Groups:** there are 2 (two) large groups of files and one smaller group. The largest groups have 300 — 600 subscribers each. Common expires are maintained, regardless of when the sub order is added to the file. On file, these orders appear as cash orders. An example of a group order: a corporation gives subscriptions to a list of VIP clients. A “compliments of” or “gift from” message can appear on the issue label if desired by the donor. Subscribers are not promoted for renewal. A renewal galley by group of individual subs is sent to Vermont Life either as a printout listing or an Excel file, as specified by VL. A group galley may be required at times other than at renewal though this is not a common request. Printed galleys must have the ability to be sorted in a variety of sequences including but not limited to: ZIP Code, last name; company name.
2. **Bulk Gift Subscriptions:** about 10 "bulk gift" subscriptions are on file. These orders act like donor/recipient gift orders with the exception that all donor renewal promotion is batched and sent to Vermont Life rather than mailed by the service bureau to the donor. Vermont Life reviews these documents and then forwards to the donor. These accounts are provided special discounts and rates, negotiated separately by Vermont Life. Bulk gift subscription accounts typically have from 20 to 50 recipients.
3. **Gifts:** the donor name, if requested by the subscriber, can be printed as a “gift from” message on the issue label.
4. A change-of-address request letter to the donor is automatically generated when an undeliverable recipient address is returned.
5. Vermont Life is not an ABC audited publication though they prefer their account to be set up as if they were ABC audited.
6. All standard reports for Vermont Life are posted to a bulletin board for downloading via the web. Hardcopy is available on request.
7. Supplemental labels are run every two weeks, including up to two supps of a previous issue after a current issue mainfile is pulled.
8. Online access into the subscriber file for inquiry. It is desired that access into the subscriber file be through the Internet.
9. Some promotions for Vermont Life Magazine also promote products and vice-versa. Combination orders that include products and subscriptions are currently entered initially on Vermont Life's product fulfillment system. Subscriptions on these orders are then forwarded to the service bureau for magazine processing.
10. VL currently uses CDS's "magazine categories" to track new sub production and renewal performance. This allows all the same reporting capabilities available by source but using publisher-defined categories instead, with no practical limit to the number of categories (source reports remain available). VL strongly desires to continue this system or its equivalent, retaining CDS's history on any new system.

End of Appendix A

**APPENDIX B
ACKNOWLEDGEMENT OF**

**ATTACHMENT C**: **STANDARD STATE PROVISIONS FORM
For Contracts and Grants
November 7, 2012**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

1. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation*: With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont.

*General Liability and Property Damage*: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence

$1,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

1. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
2. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year.  If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months.  If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133.  The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

1. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
2. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
3. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
4. T**axes Due to the State**:
	1. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
	2. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
	3. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
	4. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
5. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
	1. is not under any obligation to pay child support; or
	2. is under such an obligation and is in good standing with respect to that obligation; or
	3. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

1. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
2. **No Gifts or Gratuities**: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
3. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.
4. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

1. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

 (End of Standard Provisions)

**I hereby acknowledge that I have read and understand all of the Attachment C: Standard State Provisions for Contracts and Grants, have had the opportunity to consult with legal counsel, and hereby state that my business and I agree to all of the same.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Duly Authorized Representative of bidding entity Date**

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**APPENDIX C
PERFORMANCE MEASURES (SAMPLE ONLY)**

The Contractor will be evaluated on its services performance on the following performance measures. Low performance scores may result in no further contracts with the State of Vermont, Agency of Commerce and Community Development.

|  |
| --- |
| **PERFORMANCE MEASURESUnder This Contract** |
| **CONTRACTOR:** |
| Benchmarks | Failed Expectations | Met Expectations | Exceeded Expectations |
| Customers handled promptly, accurately and courteously |  |  |  |
| Cash accounted for and deposited promptly |  |  |  |
| Reports produced on schedule |  |  |  |
| Labels produced and sent to printer on schedule |  |  |  |
| Communications between the Contractor and Vermont Life handled promptly and professionally |  |  |  |

What did the Contractor do well?

What did they do that could use improvement?

Name of person completing form (please print):

Title of person completing form:

Date form completed:

End of Appendix C

**APPENDIX D
INTENT TO SUBMIT FORM
ACCD/DTM Vermont Life® Magazine**

*State of Vermont
1 National Life Drive, Davis Building, 6th Floor, Montpelier, VT 05620
FAX: (802) 828-3366

Email: sky.barsch@state.vt.us*

*"Subscription Fulfillment and Sales Services"*

*Please complete this form and provide to Sky Barsch by 3 PM Eastern October 28, 2013. by mail,* hand delivery, e-mail or fax.

Company (legal name):

D/B/A name (if different from legal name):

Address:

City/State/Zip Code

Contact Person/Title:

Email/Phone:

*We understand that whether or not we submit a response, our status as a potential contractor for other services in the future will not be affected.*

Signature:

Date:

If the above vendor expects to submit a response as part of a team of firms or individuals, each individual or firm must file an "Intent to Bid Form" and list here the individuals or firms that are expected to be part of the team:

**FAILURE TO PROVIDE THIS FORM WILL RESULT IN NO FURTHER COMMUNICATION WITH THE VENDOR REGARDING THIS RFP.**

End of Appendix D

**APPENDIX E
PRICE QUOTATION FORM**

Submit a complete price list for the services. Note any prices associated with the items below if not in your price list. Pricing must also be provided in the format below using the annual volumes presented in Appendix A. If you prefer, or need more space, you may recreate this form on separate sheets, but must be presented in the format below. Annual spending estimates should include line item detail.

|  |  |  |
| --- | --- | --- |
|  **Service** | **Pricing** | **AnnualSpending Estimate** |
| conversion of subscriber files |  |  |
| Subscription systems and reports training |  |  |
| subscription system customization, if any |  |  |
| magnetic tapes used for fulfillment or sent out-of ­house |  |  |
| programming charges |  |  |
| laser printing |  |  |
| laser message set-up |  |  |
| laser message changes |  |  |
| laser signature, logo set-up |  |  |
| plain paper renewal/billing packages |  |  |
| Issue frequency change |  |  |
| system run charges (computer time) |  |  |
| Ad-hoc report charges |  |  |
| Any premium reports not included in standard reports (Describe functionality and pricing.) |  |  |
| Subscriptions per active per month or label rate (your proposal should include a clear definition of “active,” “inactive” or “label”) |  |  |
|  **Service** | **Pricing** | **AnnualSpending Estimate** |
| monthly minimums and definition of a “month” (subscription and product systems) |  |  |
| flash counts, weigh or by key |  |  |
| voluntary soft offer cancels |  |  |
| group orders |  |  |
| do not promotes |  |  |
| email address |  |  |
| capture |  |  |
| renewal splits |  |  |
| billing splits |  |  |
| issue splits |  |  |
| attached mail |  |  |
| lettershop services |  |  |
| mechanical presorting of First and Standard A mail |  |  |
| direct to BMC and SCF shipping |  |  |
| Canadian and International consolidators |  |  |
| Periodicals Class presorting (levels A, B and C with LOT) |  |  |
| barcoding, palletization |  |  |
| CASS Certification |  |  |
| computerized 3541s |  |  |
| premium labels |  |  |
|  **Service** | **Pricing** | **AnnualSpending Estimate** |
| postal audit support |  |  |
| customer service: 800# |  |  |
| customer service: mail |  |  |
| customer service: email |  |  |
| Internet: Auto­mated |  |  |
| Internet: non-automated |  |  |
| response correspondence: Auto­mated |  |  |
| response correspondence: custom |  |  |
| web hosting fees |  |  |
| e-commerce system charges and fees |  |  |
| web page change fees |  |  |
| Optional e-commerce features |  |  |
| Total e-commerce site costs based on volumes described in Appendix A |  |  |
| file transmissions |  |  |
| inventory storage of lettershop materials |  |  |
| lettershop “handwork” |  |  |
| product pick, pack and ship charges |  |  |
| clerical labor |  |  |
| inventories |  |  |
| media retrieval |  |  |
| report loading to bulletin board |  |  |
|  **Service** | **Pricing** | **AnnualSpending Estimate** |
| file downloading |  |  |
| file uploading |  |  |
| 800# access charges |  |  |
| refund, credit card galleys |  |  |
| list selections |  |  |
| merge-purge |  |  |
| online inquiry/transaction entry from Vermont Life's office |  |  |
| Hardware |  |  |
| access software |  |  |
| network charges |  |  |
| Monthly/ transaction fees |  |  |
| out-conversion |  |  |
| Any other fees or services normally billed to fulfillment clients |  |  |
| Costs associated with the fulfillment of digital editions (Including web gateway, authentication and reporting) |  |  |
| Total estimated annual billing for subscription fulfillment based on the information in this RFP assuming your service does all caging, de-cashing and batching, excluding postage |  |  |

End of Appendix E