

From: Coriell, Scott
Sent: Thursday, May 14, 2015 11:48 AM
To: Taylor Dobbs
Subject: Fwd: Constituent Management System

Attached is the RFP. The five year costs for IQ are \$209,285 and the contract was executed September 1, 2011, renewing annually. This is an incredibly useful tool that I believe most of the congressional offices use as well. In 2014, we logged 27,782 total incoming US mail, email, and phone contacts. Thus far in 2015 we have logged 13,232 total incoming contacts.

1 ADMINISTRATIVE INFORMATION

1.1 *Background*

The State of Vermont is evaluating hosted, commercial-off-the-shelf (COTs) applications that would enhance our ability to serve constituents, and internal/ external customers. We welcome your proposal, including pricing, that would satisfy the minimum requirements outlined in this Statement of Work (SOW) request.

1.2 *State of Vermont Point of Contact (POC)*

Business: Serena Kemp, Agency of Administration, Department of Information and Innovation (DII), Enterprise Business Analyst

Technical: Michael Morey, Agency of Administration, Department of Information and Innovation (DII), Chief Technology Officer

1.3 *Contract*

We will evaluate your responses and talk with references and we may subsequently enter into negotiations leading to a contract.

1.4 *STATEMENT OF WORK PROPOSAL SUBMISSIONS*

Submit your proposal by: July 22, 2011 by 4:00PM

Proposals must be submitted by email to: peter.kipp@state.vt.us

1.5 *ORAL PRESENTATIONS/INTERVIEWS*

An interview, either in person or by phone, may be scheduled at the option of the State. Vendors may request a conference call to ask any questions which may arise during their review of deliverables, terms, conditions, etc.

1.6 *NON-DISCLOSURE AGREEMENT (NDA)*

The State will require a NDA signed by the provider if we go to contract.

2 FUNCTIONAL REQUIREMENTS

2.1 Please answer the following questions and describe in detail how you will meet minimum requirements/features:

2.1.1 Who will host the application?

2.1.2 Where will our data be housed?

2.1.3 Provide a copy of your Service Level Agreement (SLA).

2.1.3.1 Uptime

2.1.3.2 Backup/Recovery

2.1.3.3 Technical Support

2.1.3.4 Other

2.1.4 We want a highly configurable COTS application. Please describe the ability for a non-technical user to configure your product.

2.1.5 Provide references from multi-functioning municipal, state, or federal government entities where your application is being used.

2.1.6 Web access process and requirements

2.1.7 User-based security model

2.1.8 Comprehensive system training (e.g. embedded for re-use or personal training?)

2.1.9 Shared calendar functionality

2.1.10 Scheduling and event management

2.1.11 Contact management including document attachment, mailing capability (US Mail, email)

2.1.12 Form and individual letter approval

2.1.13 Correspondence status tracking

2.1.14 Outlook email integration

2.1.15 Outlook calendar integration

2.1.16 Microsoft Word 2003 and newer document integration

2.1.17 Exchange server integration

2.1.18 Workflow tracking/ monitoring/ email reminders

2.1.19 Email list management

2.1.20 E-newsletter creation

2.1.21 E-survey creation and analysis

2.1.22 Constituent interest/affiliation codes

2.1.23 Ability to upload and manage a voter checklist

2.1.24 Automatically filter and sort high-volume email campaigns

2.1.25 Generation and customization of reports

2.1.26 Dashboard/management reporting

2.1.27 Integrated board and commission management

2.1.28 Constituent contact history and tracking

2.1.29 Call/email history and tracking

2.1.30 Customizable letter text on form and custom letters and emails

2.1.31 Mail merge for letters and emails

2.1.32 Document/ contact archiving and advanced search

2.1.33 List building and management

2.2 PROJECT APPROACH

Describe the process required for the State to implement the COTS application. Include skills required, client hardware and software requirements, suggested training, and costs. Would you provide a project manager to work with the state to help us implement?

2.2.1 Schedule

Provide an estimated project schedule with milestone descriptions and dates.

2.2.2 Cost

Provide per user costs and pricing for implementation, ongoing maintenance and service.

2.3 REFERENCES

Provide the names, addresses, and phone numbers of at least three municipal, state, or federal government customers with whom you have transacted similar business in the last 36 months. You must include contact names who are knowledgeable about your performance and deliverables.

3 PROPOSAL FORMAT AND SUBMISSION

3.1 DUE DATE

Respond by the closing date/time as referenced in paragraph 1.4.

3.2 FORMAT

Please provide responses by email with attachments as necessary. Please address all requirements and questions. Describe the features of your application that meet our requirements, and let us know what else we may accomplish with your software.

3.3 REQUIRED PRICE PROPOSAL RESPONSE

All pricing must be fixed cost, inclusive of all expenses and fees. As we increase users, we expect the per user cost to decrease.

EXAMPLE PRICE PROPOSAL FORM

Deliverables	Expected Completion:	Price
Deliverable A (e.g. training)	Date	\$ or no cost
Deliverable B (e.g. initial configuration)	Date	\$ or no cost
Deliverable C (other)	Date	\$ or no cost
Annual per-user license 1- 10 users		
Annual per-user license 11-20 users		
Etc.		
Etc.		

4 SELECTION

Selection of an application and hosting scenario will be made in the best interest of the State when and if a proposal is deemed to meet our needs. If a vendor is selected as a result of this procurement action, the contracting process will start. Contracts are a result of collaboration and negotiation, and are therefore not a foregone conclusion. For example, we may or may not be able to come to agreement on price or schedule, and providers must agree with the standard state contracting terms and conditions (Attachment C). If you take exception to any of the terms and conditions, provide us with your specific concerns as part of your proposal.

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Attachment C: Standard State Provisions - FOR CONTRACTS AND GRANTS

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.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of

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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.

8. 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.

9. 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, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require

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a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

10. 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.

11. 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.

12. 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.

13. Taxes Due to the State:

- a. 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.
- b. 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

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- compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. 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.
- d. 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.

14. 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:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or.
- c. 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.

15. 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.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing 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.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. 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.

(End of Standard Provisions) State of Vermont – Attachment C_1/10/11 Page 4 of 4