

Solicitation No: 5757 Z1

Service: NEBRASKAland Magazine Subscription Fulfillment

Opening Date: February 15, 2018

Cover Letter.

Attachment A: Technical Proposal

And

Attachments C – H (associated documentation)

From: Infonet Systems, Inc.

ORIGINAL

INFONET SYSTEMS, INC.

7700 Congress Avenue, Suite 3113
Boca Raton, Florida 33487
561-995-0026
FAX 561-995-0255

February 3, 2018

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Reference: RFP 5757 Z1

We are very much interested in working with the Nebraska Game and Parks Commission (NGPC) and NEBRASKAland magazine because we feel we can do much to increase circulation in a cost effective manner. I would like to provide a slightly different frame of reference to our technical and cost approach.

You can increase the circulation to over 30,000 with some corresponding increase in subscription and advertising revenue. More importantly, this reflects positively in your mission oriented objectives of the NGPC and an opportunity to expand to out-of-state populations and tourists. Coop state magazine clients have shown that the magazine is a wonderful source of positive public relations for their entire department.

We provide a unique promotional, marketing and business consulting opportunity both based on our experience and on the coop activities of other state conservation, wildlife, outdoor and natural resource state publications. Some policies and programs appropriate for commercial magazines may be considered by your in-house managers and other government officials by the experience of other similar state publications. Examples include: (1) Price and premium incentives for introductory offers as well as for longer multi-year terms and new and renewal gifts, (2) Marketing programs such as nominees, bill-me-later opportunities, Black Friday, Cyber Monday and sweepstakes, (3) Combination license programs such as the 40,000 Conservation Patron program of Wisconsin (hunting and fishing licenses, parks and magazine), etc. We have been involved with various approaches to integrated and multi product print and digital options as well as frequency changes. This type of support to your business includes a variety of prior and available analyses such as response rates by age, 3 year breakeven analysis, impact of lifetime subscriptions, etc.

Your budget of \$6,000 is likely to be barely enough to maintain your circulation. A prudent business plan would call for growth to 30,000 and associated growth in revenue. It has always been our intent to work with you to do what is possible to increase circulation in a government environment with associated budget limits. However, this would increase all costs (including your magazine printing and mailing costs). We would make recommendations for small risk test/mailings showing estimated costs and projected results. These plans and expenses would be totally at NGFC approval. We have not included this projected growth in our RFP.

Finally, we do offer a number of cost reductions and cost savings. These include: Time and personnel savings in the basic fulfillment functions of mail opening, cashiering, data entry, telephone customer service and complaint/inquiry handling and of course the data management and programming support for the subscriber file, label regeneration, and associated renewal, acknowledgement and gift promotional selections.

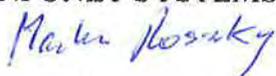
Postal savings are inherently available for promotional mailings (comingling) due to CDS mailing of millions of pieces of mail per month. Also, considerable savings and flexibility are achieved in the use of blank and colored stock for computer addressing of new business, renewals, gifts and invoice forms with graphics and integrated outer and reply envelopes which are in inventory and only charged to you upon usage.

Some of the above are mentioned in our technical proposal (Attachment A) and cost proposal (Attachment B) in a separate binder. Our responsibilities include recommending and implementing, with your approval, cost effective promotions and tests with minimum risks.

We acknowledge the receipt of ADDENDUM ONE, REVISED SCHEDULE OF EVENTS, ADDENDUM TWO, QUESTIONS AND ANSWERS, and ADDENDUM THREE, REVISED SCHEDULE OF EVENTS and have them attached them to this letter..

We look forward to working with you and being part of your publishing team. Our goal is to achieve significant and realistic benefits for you in circulation growth as well as in providing timely and accurate subscription fulfillment services. Our next state publication coop meeting is at the end of April at our headquarters in Florida. I hope we will be working with you by that time and you will be able to attend.

Sincerely,
INFONET SYSTEMS, INC.



Martin Rosinsky, President

INFONET SYSTEMS, INC.
7700 Congress Avenue, Suite 3113
Boca Raton, FL 33487
Ph: 561 995 0026
Fx: 561 995 0255
infonetsystems@bellsouth.net

Included with this letter are:

- Attachment C - Bidder Contact Sheet, Request for Proposal Number 5757 Z1, page 35
- Attachment D - Request for Proposal for Contractual Services Form, page 36
- Attachment E - RFP 5757 Z1 Section II Terms and Conditions, Section III Contractor Duties and Section IV Payment
- Attachment F - RFP 5757 Z1 Section V Project Description ... Item S Bidder Requirements
- Attachment G - RFP 5757 Z1 Section VI 2 a. Corporate Overview
- Attachment H - RFP 5757 Z1 Section VI 2 h. Financial Statements

ADDENDUM ONE, REVISED SCHEDULE OF EVENTS

Date: January 30, 2018
To: All Bidders
From: Teresa Fleming/Dianna Gilliland, Buyers
AS Materiel Purchasing
RE: Addendum for RFP 5757 Z1

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
1. Release RFP	January 12, 2018
2. Last day to submit written questions	January 24, 2018
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 30, 2018
4. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 13, 2018 2:00 PM Central Time
5. Review for conformance to RFP requirements	February 13, 2018
6. Evaluation period	February 14, 2018 through February 28, 2018
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8. Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 02, 2018
9. Contract finalization period	March 02, 2018 – March 28, 2018
10. Contract award	March 30, 2018
11. Contractor start date	April 1, 2018

This addendum will become part of the proposal and should be acknowledged with the RFP.

ADDENDUM TWO, QUESTIONS and ANSWERS

Date: February 1, 2018
To: All Bidders
From: Teresa Fleming/Dianna Gilliland, Buyers
AS Materiel State Purchasing Bureau
RE: Addendum for Request for Proposal Number 5757 Z1
to be opened February 15, 2018 at 2:00 P.M. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	I O6	4	What is the State Cost Proposal Template?	The State Cost Proposal and State's Cost Sheet are the same. Refer to the SPB website for the Cost Proposal to submit with the 5757 Z1 proposal response. http://das.nebraska.gov/materiel/purchasing/5757/5757.html
2.	VII Paragraph 1 and Section A	34	What is State's Cost Sheet?	See the response to Question 1.
3.	D 2	23	Should the estimated printed and mailing cost of "... conducting those new subscriber promotions..." be included on the fixed price cost sheet?	The Contractor will utilize a postal account funded by NGPC for mailings. NGPC will be responsible for the cost of printed materials.
4.	I3	25	Should the estimated cost of "...mailing direct mail promotions or digital media..." be included on the fixed price cost sheet?	See the response to Question 3.
5.	I. F.	2	What are the requirements for a bidder to be authorized to do business in NE?	Refer to the Nebraska Secretary of State website listed below. http://www.sos.ne.gov/dyindex.html
6.	V. B.	23	How are the 18,000 – 20,000 subscribers broken out? (e.g. paid,	Approximately 1,000 of the subscriptions are sponsored and distributed through the mail with regular subscriptions. Approximately 200 are distributed to staff at the home office.

			agency, controlled, sponsored/free, bulk?) If bulk, how much if any is handled in the home office vs. the fulfillment house?	
7.	V. B.	23	Will the vendor awarded assume responsibility for phone and email customer service? Can you define your peak holiday timeframe?	Yes, refer to the RFP Section V.D.1. The peak holiday timeframe is from the Friday after Thanksgiving until Christmas Day.
8.	V. D.1.	23	Who is your current subscription fulfillment provider? Do you have a circulation/marketing consultant?	There is currently is no fulfillment provider, circulation or marketing consultant. All subscription management is currently being coordinated by NGPC staff.
9.	V. D.1.	23	How many email customer service inquiries are processed annually?	Approximately 100.
10.	V. D.1.	23	How many products are sold annually? Who is the current fulfillment provider for product?	Products currently sold by NGPC staff are over the front counter and on the phone. The old website that used to sell products has been disabled. All means would equate to about 30,000 transactions in one year.
11.	V. D.1.	23	How many product SKUs and individual products do you have? Can you provide samples and/or specs of each?	There are about 240 SKUs in inventory. However, only a portion of items such as books, gift cards and calendars will be sold online. Products can be viewed at _____
12.	V. D.1.	23	Do you sell a digital	No.

			edition? Who is your digital provider?	
13.	V. D.2.	23	How many mailed renewal letters are returned and processed annually?	Approximately 8,000 - 10,000 renewal letters are returned and processed annually.
14.	V. D.2.	23	Do you store subscriber demographics? If so, what is stored?	Currently the name, address and email (if available) are stored.
15.	V. D.2.	23	How many blow-in/bind-in cards are received annually?	Currently, the only bind-in cards are those encouraging magazine subscriptions. There is one in each magazine.
16.	V. D.2.	23	How many check payments are deposited annually?	Approximately 50% of transactions are checks (approximately 10,000).
17.	V. D.2.	23	How many direct mail pieces are mailed annually? How many direct mail responses are received annually?	Currently, the only direct mail pieces sent are renewal letters. Approximately, 1,500 to 2,000 are sent monthly. Of those, approximately 75% renew.
18.	V. D.2.	23	How many credit card orders (online or mail) are processed annually?	Approximately 50% of transactions are credit cards (approximately 15,000). This would include all miscellaneous products, not just the magazine. For the magazine alone, that would be approximately 9,000.
19.	V. D.2.	23	How many online orders are processed annually?	Approximately 5,000 but trending up.
20.	V. D.2.	23	Do you receive agent orders?	No.

21.	V. D.2.	23	How many renewal efforts are sent to subscribers? If more than one, how many packages are used?	Each lapsing subscriber receives up to three letters with renewal offers.
22.	V. D.2.	23	How many invoices are mailed annually?	All subscriptions are paid in advance.
23.	V. D.2.	23	Do you offer auto-renew/continuous service?	No.
24.	V. D.2.	23	Do you deploy email renewals?	No but this may be an option in the future. Customer emails are sometimes not available.
25.	V. D.2.	23	Do you offer a Bill Me option?	No but this may be an option in the future.
26.	V. D.2.	23	Is NEBRASKALand audited? If so, by which bureau?	NEBRASKALand Magazine is non-profit and owned by the Commission. The State of Nebraska completes any audits, and a statement of ownership is submitted to the U.S. Post Office.
27.	V. D.3d	23	What types of notes or instructions are referenced?	Some subscribers provide notes such as "start with next issue," "this is a gift," or "send receipt to this address," and a gift message.
28.	V. E. 1a	24	Will the hours of 7am – midnight, Mon – Fri and 9am – 6pm weekend EST, suffice?	Bidder should provide their hours of operation as requested in Section V. S. Bidder Requirements #5. in the proposal response.
29.	V. E. 1d	24	Can you supply an example of this report?	The daily report must match the ACH payments to the State. The report must be sent when payment is transmitted to the State of Nebraska. The report may be in Excel or CSV. The report should be able to provide transaction by transaction (Detail) or group information (Summary). NGPC should be able to run it for one day or a period in time. The Detail report should identify each transaction for that period of time and include Date of Sale, Item Description, Amount, Sales Tax, and Total. The Summary report should group all transactions for a point in time, indicating the Date of Sale,

				<p>Item Description, Amount, Sales Tax, and Total.</p> <table border="1"> <tr> <td>Sales Date from _____ to _____</td> <td></td> </tr> <tr> <td>Item Description</td> <td></td> </tr> <tr> <td>Neland Calendar TE</td> <td>18</td> </tr> <tr> <td>Neland Calendar Tx</td> <td>10.95</td> </tr> <tr> <td>Sales Tax</td> <td>0.6</td> </tr> <tr> <td>NebraskaLand Subscriptions Tax Exempt</td> <td>0</td> </tr> <tr> <td>NebraskaLand Subscriptions Taxed</td> <td>0</td> </tr> <tr> <td>Sales Tax</td> <td>0</td> </tr> </table> <p>Would you accept a weekly report?</p> <p>No, a weekly report will not be accepted as deposits must be processed daily.</p>	Sales Date from _____ to _____		Item Description		Neland Calendar TE	18	Neland Calendar Tx	10.95	Sales Tax	0.6	NebraskaLand Subscriptions Tax Exempt	0	NebraskaLand Subscriptions Taxed	0	Sales Tax	0
Sales Date from _____ to _____																				
Item Description																				
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Sales Tax	0.6																			
NebraskaLand Subscriptions Tax Exempt	0																			
NebraskaLand Subscriptions Taxed	0																			
Sales Tax	0																			
30.	V. E. 4a	24	Please define projection needs or provide an example of what is provided today.	Cost fluctuations would include anything that would affect the contract (for example an increase or decrease in postal rates). If there are no cost fluctuations, a report is not needed.																
31.	V. F. 1.	24	Can you please provide the technical requirements and a file layout for ACH? What do you do with items ineligible for ACH?	The Contractor will be provided the States' ACH instructions once the contract is executed. ACH transmittal will be initiated by the Contractor.																
32.	V. F. 1.	24	Please define the data elements in the files going to and coming back from JDE? Please define the business need for this process?	JD Edwards EnterpriseOne 9.1 is the current State's Financial system however it may change to Oracle Cloud Fusion in 2019. Summary of payments must be recorded into this system. See response to Question 29.																

33.	V. F. 3.	24	Who is your current credit card merchant?	NGPC merchant is Elavon with US Bank (State Contract 66533-04); which can be found on the State's website: http://das.nebraska.gov/materiel/purchasing/contracts/pdfs/66533(p4)awd.pdf
34.	V. G. 1.	24	Is "Direct Access Capability" referring to the "view" options as opposed to "change" options by State staff?	View only
35.	V. I. 3.	25	What are your budgeted direct mail plans and volumes for 2018?	NGPC has a promotional budget for the magazine, but nothing specifically designated for direct mail. The total promotion budget is approximately \$6,000.
36.	V. K. 2.	25	Your printer (bindery) will not be preparing the 3541 forms?	The Contractor will complete any postal forms for renewal letters. The printer Contractor completes this form for the mailing of the magazine.
37.	V. K. 3.	25	Would you consider either of these options? 1. A postal account funded by NGPC managed by the fulfillment vendor and replenished as needed to cover USPS postage? OR 2. Out-going mail postage fronted by the fulfillment vendor and billed back to NEBRASKAland on the monthly fulfillment invoice.	See the response to Question 3.

38.	V. O.	26	<p>Would you accept weekly reports in lieu of daily?</p> <p>Is there a business need for daily?</p>	<p>No.</p> <p>Deposits must be processed daily.</p>
39.	V. O.	26	<p>We have a process to issue refunds that would use the state's refund account and process refunds bi-monthly using our generic check stock. Back-up documentation would be supplied to NEBRASKAland. Would you consider this process?</p>	<p>The refund process will be established between NGPC and Contractor after contract execution.</p>
40.	V. P. 3	27	<p>Is fiber data transfer speeds for off-site replication of data an absolute requirement?</p> <p>Can alternative solutions be discussed?</p>	<p>Section V. P. 3 has been amended to the following:</p> <p>3. Data Storage, Replication, and Backup Data storage, replication, and backup services must be located in the United States and must use leading technologies. Contractor should provide a high-speed Storage Area Network (SAN) fabric that allows for fiber data transfer speeds for offsite replication of any data. Contractor is responsible for having a data recovery plan emphasizing data and system recovery timeline.</p> <p>The Contractor must provide a secure file transfer process as the means to upload and download data.</p> <p>Bidder should describe, in detail, any proposed alternative solutions as part of the proposal response.</p>
41.	V. R. 4	28	<p>Can you provide pdf samples of current mailing materials?</p>	<p>See Attachment A.</p>

42.	V. R. 4	28	On two color forms can all variable text be in black?	Yes.
43.	V. S. 10. 2f	29	Administrative users with the contractor or with NEBRASKAland?	Either/both.
44.	VII.	34	Will the entire cost sheet be posted on the public website or just the Total Cost of bid?	See the response to Question 1.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

NEBRASKAland

Your gift recipient has received their last issue.



NEBRASKAland Magazine is your source for where to go, what to do and how to do it in the outdoors. Filled with useful information and stunning photos, it's a year-round guide to camping, fishing, hunting and all things outdoors in the Cornhusker state. From upcoming events and seasons to news and "how to" articles, you'll find it in NEBRASKAland.

Renew now so they don't miss a single issue.

CHOOSE THE OPTION FOR YOU

CHEAPEST OPTION

\$18
1 year
(plus tax)

\$33
2 year
(plus tax)

\$44
3 year
(plus tax)



Take advantage of this special offer by:
Renewing online at NEBRASKAlandMagazine.com
Calling us at 1-800-632-5263
Mailing the form below to PO Box 30370, Lincoln NE 68503

If paying by mail, please cut along the dotted line and return this bottom portion with payment

0002 (3-17-2017)

Credit Card No. _____ (VISA or MasterCard only)
CC Verification Code (three digits on back of card - Required!) _____
Card Exp. Date _____ Phone No. _____
E-mail Address _____ (for receipt)

Please make sure your name and address is correct.

IMPORTANT! For Online Customers

Existing account subscribers please use existing e-mail address on account before creating a new one.

First-time website users create a new account with e-mail address.

If you have already renewed, please disregard this notice.

Account Number ►

Last Issue Is ►

Promo Code Needed ►

ADDENDUM THREE, REVISED SCHEDULE OF EVENTS

Date: February 1, 2018
 To: All Bidders
 From: Teresa Fleming/Dianna Gilliland, Buyers
 AS Materiel Purchasing
 RE: Addendum for RFP 5757 Z1

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8. Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 02, 2018
9. Contract finalization period	March 02, 2018 – March 28, 2018
10. Contract award	March 30, 2018
11. Contractor start date	April 1, 2018

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ATTACHMENT A. TECHNICAL PROPOSAL

Part A. Infonet Systems, Inc. Background and Experience (Infonet)

Martin Rosinsky is the founder and President of Infonet Systems, Inc. Dinah Lowell would be the Senior Associate working on your account as the Project Manager. We would like to work to provide quality services to NEBRASKAland magazine of the Nebraska Game and Parks Department (NGPC) at our very advantageous group volume price. We are the prime contractor and we will continue to work with our subcontractor, CDS Global, Inc. (CDS) in Iowa as we have for the past 21 years.

Martin Rosinsky is a direct participant in all of the activities of the company. Promotion planning and evaluation and associated quality control, analysis of special customer service reports, telephone audits of customer service calls and planning of promotion tests are parts of his functions on your account. Coordination and liaison with senior CDS personnel are also inherent functions of his in ensuring a high level of commitment and performance by CDS at the lowest possible price. Both Martin Rosinsky and Dinah Lowell are involved with the annual fulfillment coordination and promotional strategy meeting. They work on improving the planning and evaluation process, coordinate the marketing, fulfillment and management functions. Current practices are reviewed, cost savings and associated changes are identified and promotional recommendations made.

Dinah Lowell provides day to day liaison with CDS regarding data entry, label generation, schedules, renewal, billing and gift selections. She also is responsible for coordinating all promotional activities for expire, gift, advance renewals, Beat the Price Increase (BPI) and new business promotions. This includes programming development and review, mailing and promotional schedules, standardization of forms and location of print areas and sizes of envelopes. Periodically, she performs a field audit and quality control trip to CDS to ensure compliance with contract provisions and to identify areas for improvement in fulfillment and promotion. Preparation and participation in the annual coop meeting and in the development of the reports, promotional materials, etc. are also part of her functions.

We provide professional services in the magazine industry, specifically in the areas of subscription fulfillment, circulation and promotion. We have an informal cooperative among our clients. See Attachment I. The cooperative has offered advantages in developing and testing promotional materials and techniques such as special price offers, incentives and other involvement devices. Rather than each magazine testing a variety of billing and renewal packages, they have traditionally shared promotion package development and testing responsibilities, thereby saving costs. Comparative promotional results, plus artwork and copy from successful packages, have traditionally been shared without cost. In meetings, individual marketing strategies and editorial efforts are examined and critiqued. All magazines benefit from the varied expertise on staff. Important support is also provided in information sharing on circulation and by-product marketing efforts. Promotion and circulation policy decisions are made by consensus at meetings of magazine circulation managers, editors, or other representatives. Matters concerning all magazines are discussed in terms of individual state policies and magazine goals. Decisions necessary to conform to vendor requirements are made by consensus. Magazines are free to adopt or reject group promotional testing.

Infonet Systems, Inc. has specialized in state non-profit magazines as well as other organizations and magazine/newsletter publishers for over 40 years. We plan to provide your subscription, fulfillment and promotional services in a similar manner as we do for other state publication clients i.e. performing planning, monitoring and coordination of functions in-house and using a subcontractor for the mail opening, data processing and lettershop services.

We also provide these services to similar size magazines in the environment of State Government (Arizona, Arkansas, Colorado, Iowa, Massachusetts, Mississippi, Montana, New York North Carolina, Oklahoma, South Carolina, Virginia and Wisconsin). We have the knowledge and ability to apply the data provided by the fulfillment system as meaningful and useful information in the promotion and marketing of your magazine. **We can work with you to test new and cost effective approaches to maintain and grow your circulation to over 30,000 subscribers.**

We have promoted new and renewal subscriptions using diverse parameters such as in-state and out-of-state residencies, age, type and frequency of other State license purchases, and gender. We have used and continue to refine step-ups and cash acknowledgements for immediate renewals at no extra cost. We have promoted gifts and nominee subscriptions with significant growth using fulfillment database fields for donor/done renewals, future donees, expired donors live file and bulk gifts. We have used residential and household merge/purge criteria with varying levels to improve new business promotions. We have mailed renewal promotions for active and expired subscribers to obtain nominees for new subscriptions. **We are truly unique in being able to apply our skills to your publication. We are not just furnishing a commodity.**

We plan to **increase retention** by various fulfillment and promotional techniques including:

1. Providing access and using promotional segmentation to parameters such as times renewed, age and original source (print or digital),
2. Providing test results with NEBRASKAland subscribers and our other coop members to make adjustments in timing, scheduling, and content of subscriber renewal appeals,
3. Enhancing subscriber relationship with the NGPC by fulfillment and promotional means such as thank yous for all orders, monitoring all inquiries and complaints by type and access media (telephone, emails, mail). Analyzing and comparing results and adjusting fulfillments performance based on information with NEBRASKAland subscribers and our other coop members.
4. Providing promotional improvements by working with the staff of NEBRASKAland and using our knowledge and experience by: a) testing renewal and gift offers with price and premiums, b) testing periodic and cost effective integrated website, email, phone and mail renewals, c) testing digital version enhancements and use for both sales and informational purposes to small segments of the file.

We plan to develop and promote in a cost effective manner growth of new subscribers through testing, use of demographic data, and our prior knowledge with our other coop

members. For example, new business promotion to license buyers geographically, by demographics of interest characteristics obtained by full large scale surveys of the file, gender, age, specific license buyers and tourism names. We plan to make extensive use of past expires. Furthermore, we plan to use the subscriber as a source of referral for friends and relatives in nominee and gift promotions.

Through all of the above, **we plan to increase the circulation to over 30,000 in a cost effective manner and with minimum marketplace risk. We plan to maintain the circulation to help in meeting the financial and mission objectives of the NGPC.**

We can save you money. We can generate more revenue. We can help enhance the circulation management function whereby you can run an efficient business.

1. Fulfillment. We function as your fulfillment manager overseeing all aspects of the processing, reporting and analysis of the subscription and products business of NGPC.
2. Promotion/Marketing. We plan, implement and analyze:

- a) for improvement in renewal, billing and gift promotions.
- b) for improvement in the above areas due to coop client comparisons and experiences.
- c) tests especially for new business acquisitions. Small sample statistical analyses.
- d) applications of marketing (copy, color, graphic design) and age, gender and geography.
- e) applications of new technology areas of digital editions, and on-line magazine sales.

We provide services in the fulfillment area that will ensure circulation management services that are vital to the running of your magazine as a “business” that operates in a cost effective manner with a minimum of marketplace risk. We have achieved some notable success in the circulation management area including:

- a) High attrition renewal rates. This rate indicates the number of subscribers that have to be replaced annually to maintain the circulation.
- b) Donor/donee renewal rates of 99%.
- c) Gift percentages of up to 24 - 29% of the entire file.
- d) Other important performance measures including the pay up of bill-me-later invoices (87%), cash acknowledgement responses (23%), etc.
- e) Nominee/renewals promotions with response rates of about 22%. The follow up retention of the nominees of 20%.

The above has been achieved in the face of promotional and budgetary limitations. We have and are continuing our efforts to find promotional techniques to be in the position of mailing smarter and maximizing testing opportunities among our coop clients. We help transform marketing ideas to proven techniques saving you both the cost of testing and expanding the successful results for your use.

We provide summary reports of circulation, renewal, billing and gift promotions, which are prepared and presented personally with comparative results of other similar state publications. Promotional and fulfillment matters are presented, analyzed, interpreted and recommendations made at our annual coop meeting. See the agenda for this year’s meeting in Exhibit 1. In addition, there is a separate and private meeting devoted solely to each participating magazine.

Periodically and at least annually, all telephone and correspondence are reviewed and analyzed by specific type of adjustment, inquiry, change of address, order and/or complaint. Quality control and field audit trips are taken to review all processes and procedures at CDS.

3. Management Consulting.

- a) Support in pricing & special offers including premiums, multi-terms.
- b) Timing and effort recommendations for renewals, invoices and gifts.
- c) Generation and promotional handling of nominees.
- d) Breakeven and lifetime analyses.
- e) Financial analyses involving cash flow, earned and net income and unit cost analyses.

We have included several references. See attachment II.

Furthermore, resumes of Martin Rosinsky and Dinah Lowell are shown in Attachments III and IV respectively. Resumes of key personnel at CDS at shown in Attachment V.

TENTATIVE AGENDA FOR SPRING 2018 COOP MEETING
Tuesday, April 24 through Thursday, April 26, 2018
Delray Sands Hotel, Highland Beach, FL

Tuesday 7 pm: Welcome dinner at the hotel

Wednesday 8 am: First session of group meeting:

1. a) Welcome
- b) Glossary and reports.
2. Product.
 - a) Frequency
 - b) Importance to the Dept and Division – and mission.
3. Circulation.
 - a) Subscription circulation goals
 - b) Circulation reporting: USPS publisher's statement, balancing CDS counts vs USPS/printer.
 - c) Mailing of supplemental labels.
4. Acquisition of New Subscribers.
 - a) Demographics – age, instate vs out of state, other special interests
 - b) Direct mail to license buyers, etc.
 - c) Direct mail to segments of circulation (RN, RR, RS, etc)
 - d) Nominee promotions (including renewals).
 - e) Email blasts – in house or CDS.
 - f) Offer: price/term, premium.
 - g) State fairs, sportsmen's and other annual events.
5. Digital Versions.
 - a) Digital circulation vs print circulation counts.
 - b) Updating of experiences and procedures during the past 12 months.
 - c) Free, paid, or premium.

EXHIBIT 1 – Tentative Agenda for the 2018 Coop Meeting (continued)

Thursday 8 am: Second session of group meeting:

6. Maximizing Retention: Renewals, Bills, Cash Acks, Step Ups
 - a) Offer – price/ term, premiums.
 - b) Renewal response rates (cash acks, nominees & other advance promotions - BPI).
 - c) Billing analysis from turnaround documents including step ups.
 - d) Cash acknowledgements.
 - e) Update and experience with auto renewals.
 - f) Website orders
7. Gift Promotions
 - a) Response Rates.
 - b) Live File
 - c) Expired donor selections.
 - d) 2018 selection schedules.
8. Customer Service and Fulfillment
 - a) Telephone and correspondence handling
 - b) Publisher Help Screens and updating.
 - c) Dupe flushes.
 - d) Updating of comp and controlled lists.
9. Future Meetings
 - a) Fall field audit and quality trip to CDS.
 - b) Spring 2019 meeting. – Des Moines, IA?
 - c) Other 2018 annual meetings: ACI (Springfield MO), IRMA (Denver CO).

PART B. SUBCONTRACTOR - CDS GLOBAL, INC. Background and Experience (CDS)

Our subcontractor for much of the fulfillment processing is CDS. They are a wholly owned subsidiary of the Hearst Corp. CDS is the largest fulfillment processing company in the United States.

CDS was originally incorporated in 1972 as Downe Computer Services, bringing together creative management, staff and the new computerized fulfillment system designed for LOOK magazine. Through a 1978 acquisition, it became Charter Data Services, and in 1982 CDS was purchased by the Hearst Corporation and renamed Communications Data Services, Inc. In 2007, the name was changed to CDS Global.

Along the way, CDS experienced dramatic growth. There were 148 employees and one client when the company began operations on April 1, 1972. By 1981, CDS employed 1,000 people serving 87 magazines and 39,000,000 subscribers.

With 45 years of expertise and 15 locations worldwide in 2017, CDS Global is a trusted partner to the media industry, managing 192 million consumers across nearly 1,000 print and digital magazine titles. Their unmatched scale gives media companies of all sizes access to the technology needed to attract, retain and interact with audiences and increase share of their disposable income.

CDS Global helps media companies find success across print and digital with multichannel content and audience engagement technology. The company works with publishers to leverage the power of their brands through data-driven audience engagement; right-time, 1:1 marketing; marketing automation; multichannel subscription support; global consumer acquisition; modern business intelligence; extensive payment solutions; customer care; and more.

The officers and principals of CDS Global are listed below.

Malcolm Netburn	Chairman & CEO
Nancy Gessmann	Senior VP, Global Operations
Barbara Nelson	Chief Client Officer
Jim Plas	Chief Product & Technology Officer

CDS headquarters is located at: 1901 Bell Avenue, Des Moines, IA 50315.

CDS will perform the activities listed below which involves the daily, bi-weekly and monthly processing:

1. Caging – Receive, log, and open mail from subscribers. Remove, validate and record amount. Endorse and encode payments, balance and deposit of same.
2. Entering – Enter the following transactions: cash, credit, renewal and gift orders, payments, cancellations, name and/or address changes and similar information. Make reasonable efforts to enter subscriber's full first and last name on non-finder number and non-match code documents. Maintain all necessary batch controls.
3. Editing – Transactions are processed through editing programs to identify and report errors. Errors to be recorded, analyzed and corrected as promptly as possible.
4. Subscriber Database Maintenance – the magazine's subscriber database will consist of electronic files containing subscriber and recipient data, magazine characteristics, specific order data and transcription history. CDS will apply and edit transactions, including cash, credit, credit card, renewal, gift renewal, complimentary, gift and NGPC orders; payments; cancellations; name and/or address changes; and subscriber adjustments to the database on an interactive basis (date and time identified at a time of application). Errors will be corrected on an interactive basis.
5. Billing and Accounts Receivable – Invoices shall be mailed within five working days. The number of billing efforts and their frequency is to be set forth by the NGPC in the billing schedule. Unpaid credit subscriptions shall be suspended or canceled at least one issue prior to the expiration as per instructions of the NGPC.
6. Regular Renewal and Other Promotions – Regular renewals shall be mailed within five working days. The regular renewal promotion may be mailed six months or less prior to expiration of the subscription.
7. Issue Labels (records) – Main file and supplementary issue labels are to be prepared and provided in accordance with the NGPC's requirements. Main file and edition splits by geographic area specified by the NGPC, as defined by 5-digit ZIP codes, will be segregated. Labels to be produced and shipped to the bindery in accordance with the schedule or accumulated to provide economic quantities for subsequent shipment at the NGPC's discretion.
8. Postal Service – Postal forms will be prepared for each issue and forwarded in accordance with the NGPC's instructions.
9. Complaints – Subscriber delivery complaints/correspondence will be handled in accordance with reasonable fulfillment industry practice.

CDS Global provides transaction/tally information regarding all customer service activity. These transaction/tally reports are reviewed and analyzed on an annual basis by type of media i.e., written correspondence, telephone and email. Complaint levels as a function of circulation are reported to the client in a comparative analysis with other coop

clients. The major types of complaint/inquiries are also reported upon separately with recommendations to improve performance, when appropriate.

10. SERV Operating Reports. CDS can furnish a full range of Operating Reports.
11. File selection services will be provided as required by the NGPC and shall be fulfilled on 4-up or 5-up labels, or data downloading.
12. Merge/purge will be provided as required by the NGPC including the master files of the magazine and outside lists.
13. A current postal file will be maintained which included 9-digit ZIP codes, primary city names, alternative city names, state codes, editions and entry points, as required.
14. Mail Save processing to suppress new incoming responses from already selected names from being mailed.

CDS fulfillment services include: order processing, payment processing, renewal selections, acknowledgement selections and a full service bureau for customer service options. They have state of the art mail opening and extraction equipment to ensure orders are processed in an efficient time frame. Subscribers can contact CDS via 800#, through US Postal Service, or via website. They can resolve subscriber concerns, change their address, enter orders, take payments, adjust and extend subscriptions, take gift orders, upsell renewal, etc. in a timely manner. They can respond to all forms of communication, when necessary.

Random call monitoring is used to ensure the high level quality of service. Infonet Systems also monitors these calls as part of their quality control process.

In a more advanced and broader spectrum of service, CDS is the leading provider of subscription management and eCommerce solutions. They are discovering, analyzing and adapting new technology to enable clients to continue capturing subscribers regardless of format.

CDS maintains the industry's highest representative-to-publisher ratio (2:1) and an average account management tenure of 14 years. The input, maintenance and complaint processes are being handled by experts serving as true strategic partners..

CDS is a leader in combining print and digital subscriptions in the same database. Error detection and correction at the input of information as well as in the output of records helps ensure that your file is maintained accurately for marketing purposes as well as for high performance in the customer service area. A comprehensive set of policies, procedures and reports are integrated for both print and digital products.

Direct access to subscriber records is available to subscribers for updating records, renewals and general customer service. CDS works with most of the digital magazine providers such as Blue Toad. Their systems work for you and for your subscribers in the dynamic and changing world of digital services and publications. Email promotions (both at CDS and in-house) are easily tested, processed and acknowledged.

Part C. Handling of Magazine and Products (including donations)

It is planned to have 2 landing pages for orders transferred electronically (by URLs) from the NEBRASKAland website. Basically the person would hit a submit button to either of these pages. One page would handle the magazine and several products such as donations, the calendar etc. The other page would handle the rest of the products. The credit card information would be entered once for each page. However, each product would appear separately on the buyer's credit card statement. Periodically, the products on each of these pages could be switched from one page to the other, added or dropped.

Phone or mail orders could be handled in a similar manner. We would also suggest a bill me later option for the magazine subscriptions.

The magazine orders would be entered into the SERV system. The products would be entered into the SERV Pf systems.

A more detailed presentation of the ordering process and handling of information is described in the examples below:

Products – Products

-- Revenue earned when Product shipped, and Credit Card not charged until Product shipped.

Magazine – Issued Based

--Revenue earned as Labels pulled for an Issue, and Credit Card is charged when order received.

All Orders, Cancels, Earnings, Deposits, Credit Cards, etc., are reported based on the OMS.

Combo Credit Card Order example, with reporting:

A webstore selling a combo order of a Product and Magazine, would be split and sent to the two OMS's.

\$10 Product Number A, and \$5 Magazine B, for a total Order of \$15

Products

--a \$10 Credit Card order is received for Product Number A

--a Ship job is ran, possibly once a week

--when the Product is Shipped Confirmed, the Credit Card is charged for \$10

--month end financial reporting (see reporting packet)

--ECC0051 Electronic CC Transmission Report shows a \$10 CC settlement (ran by Product Line)

--XRP1240 Sales Summary Report shows for Product Number A, (1) Unit Shipped/\$10 Shipped

--XPAP650B A/R Balancing Report shows for Product Number A

--Shipment \$10

--Payments (\$10)

Issue Based

- A \$5 Credit Card order is received for Magazine B, and Credit Card is charged for \$5
- month end financial reporting, with no Issues pulled yet (see reporting packet)
 - PDP0020 Daily Mail Opening Report shows a \$5 CC settlement (ran by Mag Code)
 - RPT0120 Deferred Income Report by Issue shows \$5
 - RPT0130 Deferred Income Balancing Report
 - \$5 orders
 - \$5 ending DI Balance
 - RPT0220 Order Applied Report shows \$5 orders
- when Label for an Issue is pulled (see reporting packet)
 - RPT0130 Deferred Income Balancing Rpt
 - \$1 reduction for Issues Served
 - \$4 ending DI balance
 - RPT0120 Deferred Income Report by Issue shows \$4
 - LBL1100 Earned Income Report shows \$1

The SERV system for the magazine (Issue Based) is described in more detail in Attachment VI.

The SERV Pf system for products is described in more detail in Attachment VII.

ATTACHMENT I

Cooperative Agreement on the Formation and Operation of a State Magazine Fulfillment and Circulation Promotion Cooperative

I. Introduction

Since 1980, several state conservation and wildlife magazines have enjoyed the benefits of a cooperative-like organization for magazine circulation fulfillment and promotion matters unified by a Memorandum of Agreement. A formal agreement to recognize the existence of the organization and to affirm membership by each state member (SAM) was entered into and remained in existence by several state agencies including Montana Department of Fish, Wildlife and Parks, the South Carolina Department of Natural Resources and the Wisconsin Department of Natural Resources. These participating agencies were provided the promotion and management services of Infonet Systems Inc. (Infonet). Fulfillment services were performed under a common standardized service with the fulfillment vendor but contracted separately by each of the participating agencies.

Since that time, and in order to expand the ability of fulfillment services to other smaller state publishing, the providing of fulfillment services has been offered and included with the promotion and management services of Infonet Systems, Inc. This arrangement eliminated the concerns of the fulfillment service bureau to contract with a larger number of smaller sized publication where the firm had a circulation restriction of 10,000 at various times. Furthermore, the direct overall bundling of these services eliminated the concerns of the fulfillment service bureau in dealing with separate smaller clients on a fulfillment basis alone if the services of Infonet were not included, improving and expanding services, maintaining performance and demanding corrections of problems in all areas of judgment within an overall spectrum of reasonableness.

Nevertheless, although the fulfillment vendor has remained the same throughout the cooperative's existence, the ability to consider and, if necessary, recommend a change to another vendor has been a periodic and consistent level of investigation. This ability and the size of the overall circulation of the cooperative has helped to contain costs and maintain performance. Banding together with the ability of the cooperative and of each of the participating members has provided for priority treatment and customer service. However, as new state agencies were added to the cooperative organization, the formal joining and recognition of the cooperative as an entity lapsed into a more informal relationship.

The purpose of this agreement is to formally recognize existence of the organization, to affirm membership by each state agency member (SAM), to establish a framework for the organization, its management, and its probable path of development.

II. Participating Agencies

Arizona Game & Fish Department
Arkansas Game and Fish Commission
Colorado Department of Natural Resources
Iowa Department of Natural Resources
Massachusetts Division of Fisheries and Wildlife
Mississippi Department of Wildlife, Fisheries & Parks
Montana Fish, Wildlife & Parks
North Carolina Wildlife Resources Commission
Oklahoma Department of Wildlife Conservation
South Carolina Department of Natural Resources
Virginia Department of Game and Inland Fisheries
Wisconsin Department of Natural Resources

III. Activities of The Cooperative Organization

A. Circulation Fulfillment

SAMs have jointly negotiated with and used a mutual circulation fulfillment service provided by Infonet with a common subcontract with a mutual vendor. Though some SAMs have signed a separate contract with the vendor, services purchased have been standardized and circulations pooled among SAMs to facilitate the single contract concept, with additional clauses added as appropriate to conform with individual state purchasing requirements. Negotiating and signing uniform contracts and dealing with a common vendor on service provision matters has provided member states with the following benefits:

1. Pooled circulation has attracted bids from major fulfillment service firms at prices customarily offered only to publishers of large circulation magazines. Pooled circulation has also attracted fulfillment data processing firms with a level of sophistication normally unavailable to small publishers.
2. Pooled circulation has further been recognized in shared expenses (allocated costs) especially in developmental activities such as website processing, telephone upselling and cross selling, demographic overlays, etc.
3. Because the fulfillment service recognizes all SAMs as a single publisher, each SAMs individual status with the vendor is enhanced, with each small publisher given the attention and service normally reserved for very large clients.
4. Volume discounts have been obtained in several areas including but not limited to commingling of mailings for additional postal savings, etc.

B. Promotion Activities

1. The cooperative has offered each SAM advantages in developing and testing promotional materials. Rather than each SAM testing a variety of billing and renewal packages, they have traditionally shared promotion package development and actual testing costs. Artwork and copy from successful packages have traditionally been shared without cost with all other SAMs.
2. In meetings, individual marketing strategies and editorial efforts of SAMs are examined and critiqued, thereby allowing each SAM to benefit by the varied expertise on staff at all SAMs. Although a major part of the activities of the cooperative relates to circulation fulfillment and associated activities, important support is also provided in information sharing on circulation and by-product marketing efforts.

C. Cooperative Management To Date

1. Promotion and circulation policy decisions are made by consensus at annual meetings of magazine circulation managers, editors, or other SAM representatives. Matters concerning all SAMs are discussed in terms of individual state policies and magazine goals. Decisions necessary to conform to vendor requirements are made by consensus. SAMs are free to adopt or reject group promotional testing activity decisions unrelated to vendor contract requirements.
2. Recognizing that no one SAM has the staffing or expertise to handle the day-to-day scheduling and coordination of circulation activities of all SAMs at the fulfillment vendor, a common circulation consultant is charged with these duties.

IV. Common Understandings

In recognition of the benefits provided the SAMs and in order to maintain the effectiveness of the cooperative, the SAMs hereby resolve any state publishing a magazine may seek membership or may continue membership in the cooperative in compliance with the following conditions:

1. SAMs must secure a contract(s) with common fulfillment, and promotion services. The contract must comply with service requirements and schedules negotiated among and agreed to by all SAMs. The service vendor must bid on any contract with the understanding it will be treated as part of the cooperative.
2. SAMs must contract with a common circulation consultant who will be responsible for the day-to-day cooperative management, executing duties including but not limited to: coordination of programming development and review, coordination and execution of computer work time and mailing and promotional schedules, negotiation of vendor/cooperative disputes, audit of fulfillment service to the cooperative and compliance with the contract requirements, conducting annual fulfillment coordination and promotional strategy meetings of SAMs, standardization of fulfillment service data processing forms, location of print areas, and size of envelopes.

3. All SAMs recognize that continuity is an important consideration for maintaining circulation service and volume, both in consultation to the cooperative and in purchase of fulfillment services.
4. SAMs participate in annual meetings to coordinate fulfillment and promotion activities. At these meetings, the SAMs will assess the quality of the service being provided by the fulfillment service vendor and will instruct the consultant to audit service, direct improvements, make schedule changes, and negotiate disputes as necessary.
5. Though this agreement does not supersede individual state purchasing laws and requirements, SAMs participating in the cooperative will make every effort to make continued participation in and support of the cooperative a major consideration in fulfillment service bureau and circulation consultant purchasing decisions.
6. The annual coop meeting will serve as the formal meeting of the cooperative. Committees of representatives of the SAMs may be appointed by a majority of the attendees to review and suggest policy recommendations in management, fulfillment or promotional activities of the coop.

V. Participation in Group Fulfillment Activities by Other Publishers

The present contractual arrangement is extended to both state and non-state members. It should be acknowledged that several organizational magazines (NPOMs) pool their circulations with those of SAMs to further enhance fulfillment services and shared costs. NPOMs may attend meetings as non-voting participants. NPOMs have also traditionally paid an equal share of fees. This cost-sharing arrangement is expected to continue. Though it is hoped that NPOMs will continue to participate in the cooperative in order to secure more advantageous service fee bids, only SAM participation shall be considered in this agreement.

VI. Period of Agreement

This agreement shall remain in effect until June 2018, and thereafter will be renewed biennially. Any SAM may withdraw from this agreement on written notice to all member states. Every effort shall be given to notify other SAMs 180 days prior to withdrawal.

VII. Modification of Agreement

Consideration shall be given to modification of this agreement on the request of any SAM. Modifications agreed to in writing by all SAMs will be attached to and become a part of this agreement.

VIII. Operating Philosophy

We, the SAMs of the State Agency Circulation Cooperative recognize the need for communicating vital issues to our publics through regular publication of magazines, and we recognize the value of this cooperative in facilitating publishing. We agree to participate

actively in the cooperative and to make its continued operation a major consideration in our purchasing decisions. We further agree to accept new member states agreeing to our basic requirements.

IX. SAM Contacts for Operation of the Cooperative:

Arizona:	Heidi Rayment Game & Fish Department
Arkansas:	Keith Stephens Game and fish Commission
Colorado:	Mindy Blazer Department of Natural Resources
Iowa:	Al Foster Department of Natural Resources
Massachusetts:	Marion Larson Division of Fisheries and Wildlife
Mississippi:	David Bean Department of Wildlife, Fisheries and Parks
Montana:	Tom Dickson Montana Fish, Wildlife and Parks
North Carolina:	Josh Leventhal North Carolina Wildlife Resources Commission
Oklahoma:	Nels Rodefeld Department of Wildlife Conservation
South Carolina:	Joey Frazier Department of Natural Resources
Virginia:	Sally Mills Department of Game and Inland Fisheries
Wisconsin:	Kathryn Kahler Department of Natural Resources

ATTACHMENT II REFERENCES

Three examples of other magazines of similar circulation and niche subject matter for which Infonet Systems previously and currently perform circulation management and subscription fulfillment services are shown below. These same references are provided for CDS as the subscription fulfillment work is subcontracted to them as planned for your publication. Some specific comments of the work performed for various state publications are:

Outdoor Alabama increased their circulation from 6,000 to 28,000 subscribers in the 12 years that they had been doing business with us. Arkansas Wildlife increased their circulation initially from 24,000 to over 30,000 subscribers. A large price increase and a very limited promotion budget dampened their ability to grow. Virginia Wildlife was faced with a mandated frequency change from 12 issues to 6 issues in July 2012. Due to a planned series of Beat the Frequency Change promotions, their circulation and renewal rates remained stable. Iowa Outdoors increased their circulation from 24,000 to 37,000 during the past 10 years despite a name change (from Iowa Conservationist) and changes in editorial emphasis.

You may contact the following references for both business and personnel references:

1. Heidi Rayment, Editor
Arizona Wildlife Views
Arizona Game and Fish Department
5000 W. Carefree Highway
Phoenix, AZ 85086
(623) 236-7216
hraction@azgfd.gov

2. Keith Stephens, Assistant Chief of Communications
Arkansas Wildlife
Arkansas Game and Fish Department
#2 Natural Resources Drive
Little Rock, AR 72205
(501) 223-6342
kastephens@agfc.state.ar.us

3. Sally Mills, Editor
Virginia Wildlife
Department of Game & Inland Fisheries
PO Box 90778
Henrico, VA 23228
(804) 240-5943
Sally.mills@dgif.virginia.gov

ATTACHMENT III
RESUME OF MARTIN ROSINSKY

EXPERIENCE

Management Consulting, Financial Analysis and Systems Analysis

Computer application in the area of direct mail promotion, response analysis and overall planning, testing, and evaluation for publishers, fund raisers and membership organizations.

Management consulting in complex systems involving mass data base development and analysis. Development of requirements and implementation of programs and procedures for testing with controls for costs and statistical reliability.

Financial planning and reporting. Development of flexible budgeting systems for changes in circulation and/or promotional effectiveness. Circulation and financial modeling. Financial reporting for management.

Subscription Fulfillment

Develop specifications and provide services at lower costs and increased performance. Provide management and liaison services within a cooperative structure.

Subscription, Fund Raising and By Product Promotions

Provide a wide range of direct mail promotions including copy and layout, experimental design, testing and analysis.

PROFESSIONAL BACKGROUND

Infonet Systems, Inc., President

Over 40 years providing professional services to clients. (See the list of clients in Section 1.)

EDUCATIONAL BACKGROUND

B.S.C.E. The Cooper Union

Certificate. Application of the Direct Electric Analog Computer. California Institute of Technology.

Certificate. Application of Probability Theory to Operations Research. Massachusetts Institute of Technology.

M.S.I.E. Computers and Operations Research. Stevens Institute of Technology.

M.B.A. Fairleigh Dickinson University.

REFERENCES: Same as listed in Attachment II

ATTACHMENT IV
RESUME OF DINAH LOWELL

EXPERIENCE

Fulfillment and promotional activities for all types of subscription promotions with Infonet Systems, Inc. Directly involved with planning, scheduling and coordination of the state non-profit magazines cooperative and other outdoor related publications.

Infonet Systems, Inc. (Senior Associate)

Over 35 years providing professional services to clients. (See the list of clients in Section 1.)

Circulation Consultant to State Publications, The Cooperative Group and other outdoor related publications. Day to day liaison with fulfillment bureau regarding data entry, label generation, schedules, renewal, billing and gift selections.

American Museum of Natural History

Promotion and Circulation Director for Natural History Magazine, the magazine of the American Museum of Natural History.

EDUCATIONAL BACKGROUND

State University of New York at F. I. T. – Associate in Applied Sciences

State University of New York at Cornell – Related education courses

REFERENCES: Same as listed in Attachment II

ATTACHMENT V
RESUME OF KEY PERSONNEL AT CDS

Jay Liston is our Executive Director with CDS in Des Moines. He joined CDS Global as an account manager in 1998 and served as an account executive, account director and client development consultant prior to being named as executive director. He holds a business administration degree from Simpson College.

He has responsibility for providing day-to-day support and consulting services to multiple clients. Additionally, he leads a team of directors and managers while working to develop new solutions that his clients can use to meet challenges and reach success.

Sandy Lorenzen is our Account Manager with CDS in Des Moines. Sandy has been at CDS Global for 36 years. She has worked in many different departments through-out the company including Enterprise Data Solutions, Creative Mailing Solutions, Conversions, as well as the trainer for the Batch System. She has been in her current role as Account Manager for 7 years.

Diana Kelley is our Account Manager in the Boone facility. She has worked for CDS since 1990. Her responsibilities include interacting independently with client services, operational areas and clients. She oversees day-to-day processing of orders and coordinates procedure changes. She provides knowledge and assistance for troubleshooting with fulfillment managers.

REFERENCES: Same as listed in Attachment II

ATTACHMENT VI
SERV SYSTEM

The SERV system is a real time system that is used for magazine subscription processing. A more detailed description of the client accounting and financial reporting of this systems is presented in the following pages.

**Client Accounting & Financial Reports
(Confidential)
Kevin's Test Magazine
KTM
November 20XX**



ATTACHMENT VII

PRODUCT SYSTEM (SERV/Pf)

CDS Global is able to provide you support throughout the entire eCommerce ecosystem, from integrated promotional campaigns to Web Stores, product fulfillment, warehouse, distribution and full-service customer care.

From Acquisition of new business, the fulfillment of the order, storing and distributing the products to recurring a repeat order, CDS Global has the tools available to do it all. CDS Global can support this entire process or any combination of the 3 phases you may wish to utilize. We have configured your operation as follows:

<u>Acquisition</u>	→	<u>Fulfillment</u>	→	<u>Distribution</u>
*Engage order pages		*Order Management		Warehouse & shipping (to be kept in-house)
		*Payments		
		*Customer Service		
*email campaigns		*Reporting		
*Direct Mail		*Online Care		

Front End Acquisition options

CDS Global offers 3 different solutions in terms of acquiring new orders on the front end of the process. Each connects seamlessly to our Product Order Management System (SERV/Pf) and provides the consumer with a traditional online buying experience. Which option is right for you will depend on what the end goal is. If there are dozens or hundreds of product options with search engine capabilities, social sharing capabilities and dozens of other state of the art features found throughout the eCommerce community, a full blown Web Store may be the answer. If you are looking for a scaled down version for a limited number of products, where you still have the basic web store features (Tax calculation, Inventory status, Shipping & Handling calculation, etc.) then a Micro Site may be the best choice.

If you are wanting to quickly and inexpensively get a smaller number of products into the marketplace, then maybe a series of Engage order and confirmation pages is the best option.

Option - Engage Pages

- Single Acquisition page could contain up to 10 products- 2 pages are planned. The first will contain the magazine, donations, a few products such as the calendar during the holiday season
- Confirmation page included in the build
- 2-5+ hours to build
- Allow up to 2 weeks for build based on Engage workload
- U.S. only

Order Management System

CDS Global Product Order Management offers innovative solutions for some of this country's major product suppliers. The SERV/Pf platform handles 20 million orders annually. SERV/Pf offers unmatched flexibility to our product fulfillment clients. Whether your business consists of single-shots, catalog sales or complex continuities. It is a highly-flexible system driven by a series of policy tables & business rules to manage your consumers. The following information outlines the various system capabilities.

Capabilities:

1. **Marketing Program Functionality** - Currently, only a, c and g below are considered applicable.

- a. Single sales (one shots)
- b. Bundled one shots
- c. Loyalty programs
- d. Multichannel outlets (web, phone, mail, third party)
- e. Kitting
- f. Premium fulfillment
- g. Gift fulfillment
- h. Literature fulfillment
- i. Continuity
 - i. Positive option, Negative option, or Ship 'till forbid
 - ii. Shipment timing based on last shipped, last paid, or cycle
 - iii. Variable credit (number of open payments) limits based on purchases
 1. Allows clients to increase customers' open number of credits allowed based on good standing and length, or decrease customers' open number of credits based on poor standing.
 - iv. Variable system cancel policies
 1. Allows clients to automatically cancel customers' continuities based on things the customer does without voluntarily removing themselves from the continuity (i.e., when a customer returns three products in a row)
 - v. Ability to change price and/or shipping and handling
 - vi. Allow load-up with or without installment billing
 1. Allows customers to receive all of a fixed-continuity at once
 2. Allows clients to offer billed installments or total balance billing
 - vii. Ability to change frequency

2. **Billing and Payment Management** - Currently, only b, c, f, and m below are considered applicable.

- a. Installment billing
- b. Cash

- c. Major credit card authorization and authentication
 - i. Real-time authorization for online orders
 - ii. Credit card processing partners: Chase Paymentech, Litle & Co. and TransFirst, and First Data
 - iii. Accept American Express, MasterCard, VISA, Discover
- d. Bill me later
- e. Tax, shipping and handling calculations
- f. Full charge at shipping or installment credit card charging
- g. Check, money orders and e-checks
- h. Check by phone
- i. Delayed billing
- j. Online payments
- k. Over and under payment handling
- l. Hard and soft decline handling
- m. Funds deposited daily

3. Campaign (pricing) Management - Currently, only item a below is considered applicable.

- a. Item pricing
- b. Sales tax calculation based on where the client legally owes taxes – US, State, City, Canada/Providence (no international tax capabilities, i.e. VAT)
- c. Pricing options include:
 - i. S&H pricing (a charge to the customer)
 - 1. Options: Based on number of products, weight of individual SKU, flat fee, by product, or total order value
 - ii. One SKU at multiple prices based on promotion key, campaign, or variation key (uses a SERV/Pf "multiple price file")
 - iii. Discounts and coupons (based on dollar amount our percentage)
 - iv. Preview pricing (ex: Try it for price X for R number of days, if you don't return it in that time, you're charged P.)

4. Collection / Write-off - not applicable

- a. Up to 20 efforts before collection
- b. Invoicing materials have same printing options as invoices
- c. Write-off options, based on:
 - i. Order dates
 - ii. Last bill date
 - iii. Type and number of dunning efforts
 - iv. Sent to collection
 - v. Amount owed
 - vi. Order key
 - vii. Product
- d. Write-offs can affect future purchases
 - i. Options: discontinue continuity, mark the customer as not allowing future orders, 'bad pay' affects only credit orders, set promotional status to 'do not promote'

5. **Order Type / Distribution Management** - Currently item a (i, ii, and iii) are considered applicable

- a. Buyer categories:
 - i. Non-gifts
 - ii. Donor / recipient (gift)
 - iii. Bill-to / ship-to
 - iv. Parent / child (within same household)
 - v. Business to Business
- b. Distribution options
 - i. Kits
 - ii. Slap & ships
 - iii. Pick-n-pack
 - iv. Premium
 - v. Simple item, distributed cheapest way possible

6. **Inventory Management** – Not applicable

- a. Inventory Alert
 - i. Weekly e-mails regarding:
 - 1. Out of stock
 - 2. Not yet available
 - 3. Below re-order threshold
- b. Real-time access to inventory levels and alerts
- c. Substitutions

7. **Accounting** – Applicable as necessary

- a. All funds for each client are balanced and deposited daily to accounts
- b. Monthly accounting reports are delivered to clients
- c. Financials are based on shipped product, reported by promotion key or product number
- d. General Ledger file feed sent monthly (financial report)
 - i. Contains every financial transaction that's occurred on the master file during the month – down to the promotion key product level.
- e. A/R roll forward on monthly basis
- f. Open receivable balance from previous month plus additions (shipment, refunds, etc.), minus reductions (payments, returns, etc.)

8. **System Hierarchy**

- a. Client Code – Highest level in system where all customer data is stored
- b. Customer's name information is at client level
- c. Inventory is at client level and open to all product lines or restricted to one product line
- d. Product Line –used to separate types of business for financial and policy flexibility
- e. All other database fields are at this level
- f. Plan Code – Separates continuity plans
- g. Promotion Key – Up to 10 positions long, used to promote different groups of customers by the actual promotion offer. Promotion keys can be further grouped by campaign code and/or variation key.

- h. Campaign code: Used to identify a client's campaign
- i. Variation key: Can be within a campaign and used to identify unique groups, *i.e. a sample group that varies from general campaign*
- j. Product Number – Up to 12 positions long and allows for multiple product variables.

9. Customization

- a. Ability to turn on or off business rules (without programming)
- b. Promotion keys can be implemented and have the ability to override most of the business rules
- c. Automated outbound email confirmations (eConfirm/Pf)
 - i. Order acknowledgements
 - ii. Payment confirmations
 - iii. Ship confirmations
 - iv. eBills

10. Data Security

- a. PCI Compliance
- b. Sarbanes Oxley
- c. Intrusion and systems penetration testing
- d. Annual 3rd party audit

Warehouse & Distribution

The CDS Global Distribution Center provides easy access to both coasts, handling all your product and premium distribution needs. Couple our order management expertise with our distribution capabilities, and CDS Global delivers product marketers with a true full-service solution.

Attachment B – COST PROPOSAL – RFP 5757 Z1

Please see separate binder.

**Form A
Bidder Contact Sheet
Request for Proposal Number 5757 Z1**

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	INFONET SYSTEMS, INC
Bidder Address:	7700 CONGRESS AVE., SUITE 3113 BOCA RATON, FL 33487
Contact Person & Title:	MARTIN ROSINSKY, PRESIDENT
E-mail Address:	INFONETSYSTEMS@BELL SOUTH.NET
Telephone Number (Office):	561 995 0026
Telephone Number (Cellular):	561 289 9504
Fax Number:	561 995 0255

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	INFONET SYSTEMS, INC.
Bidder Address:	7700 CONGRESS AVE., SUITE 3113 BOCA RATON, FL 33487
Contact Person & Title:	MARTIN ROSINSKY, PRESIDENT
E-mail Address:	INFONETSYSTEMS@BELL SOUTH.NET
Telephone Number (Office):	561 995 0026
Telephone Number (Cellular):	561 289 9504
Fax Number:	561 995 0255

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	INFONET SYSTEMS, INC.
COMPLETE ADDRESS:	7700 CONGRESS AVE., SUITE 3113 BOCA RATON, FL 33487
TELEPHONE NUMBER:	561 9950026
FAX NUMBER:	561 9950255
DATE:	FEB 3, 2018
SIGNATURE:	Martin Rosinsky
TYPED NAME & TITLE OF SIGNER:	MARTIN ROSINSKY, PRESIDENT

Section III Contractor Duties and Section IV Payment

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>N</i>			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State

shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>W</i>			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>W</i>			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>N</i>			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

N. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>A</i>			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

O. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>W</i>			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

P. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>aw</i>			<i>Conditional upon all outstanding invoices being paid.</i>

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
W			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
W			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		na	Infonet Systems, Inc. Workman's Compensation Insurance is not required. Florida waives this insurance for employments of less than 4 employees. See FS440.02-17b2. We have commercial liability insurance & automobile insurance. Our subcontractor CDS has insurance as shown on the following pages. Some deviations are highlighted.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

~~Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.~~

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work

covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, ~~Independent Contractors, Personal Injury,~~ and Contractual Liability coverage. The Commercial General Liability policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$2,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

Commented [BC1]: This insurance is covered under Hearst's Media Liability policy. We can agree to carry that insurance with limits of \$1M per occurrence.

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If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MA			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MA			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MA			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

L. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

M. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices are to be sent to the Nebraska Game and Parks Commission, Communications Division, 2200 N 33rd Street, Lincoln, NE 68503. Itemized invoices must include a date range, and description of any services and related charges. Invoice fees and charges must reflect corresponding contract line. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
mu			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
mu			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

THIS ATTACHMENT PROVIDES RESPONSES TO YOUR REQUIREMENTS OF "S. BIDDER REQUIREMENTS". WE COULD NOT FIT THEM IN THE SPACE PROVIDED ON YOUR FORM. WE HAVE REPEATED EACH QUESTION, FOLLOWED BY OUR RESPONSE:

S. BIDDER REQUIREMENTS

1. Contractor will sell annual, two and three-year NEBRASKAland Magazine subscriptions and related products through online, phone and mail orders. Describe your approach to the scope of work and how they propose to produce the required deliverables.

Response:

All renewal efforts 1 – 5 will offer the 1, 2 and 3 year magazine prices. The website will offer the 1, 2 and 3 year prices. The telephone customer service reps (CSR's) will have the 1, 2 and 3 year prices available on their publisher help screens for price quotes to incoming callers. When existing subscribers call, if they fall into a date range close to expiring, they will be offered a chance to renew at that time. We recommend a special phone offer be allowed, such as an extra issue, etc.

Related products such as calendars or books will be offered on the website and as a buckslip in one of the renewal efforts. Towards the end of the year, the CSR's can also offer the calendar for purchase (after taking care of the business of the phone call, such as address change etc.).

2. Describe your experience in magazine sales, subscriber management and circulation management.

Response:

Infonet Systems has over 40 years experience in the magazine industry, specifically in the areas of magazine sales, subscription management and circulation management, specializing in state non-profit magazines and other organizations. We plan to provide your subscription fulfillment and promotional services in a similar manner, i.e., performing, planning, monitoring and coordination of functions in-house, and using a subcontractor for the mail opening, data processing and lettershop services. We have developed an informal cooperative among our state publication clients. The coop has offered advantages in developing and testing promotional materials and techniques such as special price offers, incentives and other involvement devices. Rather than each magazine testing a variety of billing and renewal packages, they have traditionally shared promotion package development and testing responsibilities, thereby saving costs and effort. In meetings, individual marketing strategies and editorial efforts are examined and critiqued. Important support is also provided in information sharing on circulation and by-product marketing efforts. Matters concerning all magazines are discussed in terms of individual state policies, magazine goals and missions. Magazines are free to adopt or reject group promotional recommendations.

3. Describe your processes and mechanisms, including any shopping carts, for the sale of NEBRASKAland magazine subscriptions and related products.

Response:

The sale and circulation of the magazine can be more successful if it is considered in a business frame of reference. One of the most important concerns is the Attrition Renewal. A rate of 75% - 85% means that 15% - 25% of the file needs to be replaced each year to maintain the circulation. Renewals only cost roughly \$1 for promotion, compared to new subscriber orders costing \$7 to \$20 to obtain. Renewal rates vary by the length of time the subscriber has been on file. New subscribers may renew (convert) at only 20%, while long time subscribers may renew at 80%. Subscribers to state publications are, in general, older (60+) and are very price sensitive.

Infonet has many years of experience working with combination sporting license and subscription promotions, combination license like Conservation Patrons in Wisconsin, DECAL license/subscription sales in New York, Lifetime Subscriptions in North Carolina and I Support Wildlife bundle sales and sporting license draw sales in Arizona as examples. Virginia is currently using an integrated license and subscription system for all sales, with us handling the subscription fulfillment database for labels and database maintenance (expires, renewals, changes of address, customer service etc).

4. Contractor will send a series of renewal notices for annual, two and three year NEBRASKAland magazine subscriptions including gift subscriptions via postal mail and email. Describe your process for renewing lapsed or lapsing subscriptions and gift subscriptions.

Response:

The focus will be first upon renewals, then gifts, then new business. Improvements include regular business and promotional opportunities considering package, efforts and scheduling, copy, premiums and price – in conjunction with NGPC and using the knowledge and experience of what has worked and has not worked for other state publications. Cash acknowledgements to thank the subscriber and offer them an early one year renewal upgrades that order to a two year order. Nominee renewals and step up offers on bill me's offer similar examples of upgrading a one year order to two years. Other examples include the use of premiums such as books, deer measuring tapes, fish measuring tapes, calendars or tiered pricing for new vs longer term subscribers.

5. Describe customer support services provided such as answering calls, letters and addressing concerns, change of address, and describe hours of operations of the customer service call center.

Response:

We are your first level of fulfillment management and we have the opportunity and knowledge to improve on your performance and level of service to your subscribers because:

- a) We have access to reports of complaints/inquiries by categories by phone, mail and email for monthly and annual periods . Furthermore, we can compare these to other state publications for measuring annual performance and review of indications where and how to improve performance. Quantities and trends in missed issues, duplicates, expire questions, renewed before, undeliverables etc. can be made more useful by comparison and sharing with other coop magazines.
 - b) Random call monitoring is using to ensure the high level of quality service. Infonet Systems also monitors these calls as part of the quality control process. CDS maintains the industry's highest representative-to-publisher ratio (2:1) and an average account management tenure of 14 years. The customer service call center operates Monday to Friday from 7 am – 9 pm and Saturday from 8 am to 6 pm Central Time. While they are not open on Sunday, this has not had a negative effect for our other state government publication magazines. The input, maintenance and complaint processes are being handled by experts serving as true strategic partners and as an extension of your organization. CDS, Infonet Systems and NGPC will work together to provide better service at a lower level of manpower and costs.
6. Contractor shall manage subscriber data including entering new subscriber records and all subscriber transactions, maintain accurate lists, and producing subscriber mailing lists and email lists for print. Describe your database management system and the ability to access, update and export subscriber information.

Response:

Our subcontractor, CDS Global, uses their SERV system - a relationship database architecture that is account number driven. It is a realtime, online, interactive data processing system which includes: order processing, payment processing, renewal and acknowledgement selections and customer service options. They have state of the art mail opening, extraction equipment with OCR scanning to ensure orders are processed accurately and in an efficient time frame. Subscribers can contact CDS via 800#, through the USPS or via your website. They can resolve customer concerns, change address, enter orders, take payments, adjust subscriptions, take gift orders, upsell renewals etc in a timely manner. They can respond to all forms of communications by mail, phone or email when necessary.

The magazine's subscriber database will consist of electronic data concerning each subscriber and recipient, magazine characteristics, specific order data and transcription history. CDS will apply and edit transactions, including cash, credit, credit card, renewal, gift renewal, complimentary, gift and agency orders, payments, cancellations, name/address changes and subscriber adjustments on an interactive basis (time and date identified at time of application). Errors are corrected on an interactive basis.

CDS will perform the activities listed below which involve the daily, bi-weekly and monthly processing:

- a) Caging – receive, log and open mail from subscribers. Remove, validate and record amount. Endorse an encode payments, balance and deposit same.
- b) Entering – enter the following transactions: cash, credit, renewal and gift orders, payments, cancellations, name/address changes and similar information. Make reasonable efforts to enter subscriber’s full first and last name on non-finder number and non-match documents. Maintain all necessary batch controls.
- c) Editing – Transactions are processed through editing programs to identify and report errors. Errors to be recorded, analyzed and corrected as promptly as possible.

7. Describe your ability to provide reports to NGPC showing the quantity of transactions by type.

Response:

There are extensive reports available. For reports on Transaction by Type, we suggest you use the RPT0220. This shows the transactions per month for direct mail, renewals, gifts, internet etc. For reports by Promotion Key we use R111. The promotion keys are structured to show type of order. For example, keys starting with A = advance renewals, D = direct mail, E = expired subscribers, J = bind ins, R = regular renewals, U= gifts.

8. Contractor shall be able to accept orders via Visa, MasterCard and Discover, mail, phone and website. Contractor must be compliant with PCI DSS. Describe payments accepted, ability to assess and collect Nebraska state sales tax based upon the delivery address of the magazine, steps and considerations for processing orders , making deposits via an automated clearing house to the State of Nebraska banking system

Response:

CDS can accept the credit cards listed, and all the mail and website orders listed. They are PCI DSS compliant. Regarding tax concerns, CDS has stated the following:

- a. We have controls to tax based on the following characteristics of a record
 - i. Cash orders
 - ii. Credit Card orders
 - iii. Nongift Payments
 - iv. State
 - v. County
 - vi. District
- b. We can set exceptions by key for Cash, Credit Card or both to not get taxed
- c. We can tax based on vendor codes for cash orders only.

CDS can make deposits to your bank and through your credit card processor such as Elavon.

9. Describe optional new subscriber and gift promotional services.

Response:

Testing is the way we achieve growth at reasonable costs with minimum workplace risks. We do and have done lots of testing (A vs B) with small samples broken out by type of sporting license, age, in-state vs out-of-state, package and offer (price or premium) without mailing more pieces or costing more for the processing or analysis of results. We are experts in small sample statistics.

Furthermore, we have results from other state government magazine tests so that many tests can be extrapolated to NGPC and, in some cases, only verified/validated without having to spend the time and money. We can prioritize testing on what is likely to generate better results.

10. **SAMPLES:** We have submitted samples as requested. They have been put into acetate sheets for your ease in looking at them, and they have been identified as requested. You will obviously have to take some out of the acetate folders to look at them. The reports in section 10.3. are on two pages each.

	<p>SAMPLES - Each sample submitted should reference the corresponding number below. (Example: Samples of gift promotion packages would have "S.10.1.d." written on them.) Listed below are forms used in Direct Marketing.</p>
10.	<p>1. Bidder should include one sample of these forms.</p> <ul style="list-style-type: none"> a. Subscription invoice letter and envelope b. Subscription acknowledgement letter c. Direct mail package(s) and postcards d. Gift promotion package e. Gift acknowledgement card or other form a donor can use to announce gift to recipients.
	<p>2. Bidder should include one unique sample or screen shots of the user interface for:</p> <ul style="list-style-type: none"> a. Customer online storefront/main web page b. Customer online storefront/product description page c. Online storefront checkout page d. Receipt sent to customers upon purchase e. An online product order confirmation for administrative users f. Master subscriber list management interface for administrative users
	<p>3. Bidder should include a sample of each of the following reports:</p> <ul style="list-style-type: none"> a. Daily Cash Report b. Daily Order Report By Source c. Sales Tax Collected by Locale Report

10.	SAMPLES - Each sample submitted should reference the corresponding number below. (Example: Samples of gift promotion packages would have "S.10.1.d." written on them.) Listed below are forms used in Direct Marketing.
	<ol style="list-style-type: none">1. Bidder should include one sample of these forms.<ol style="list-style-type: none">a. Subscription invoice letter and envelopeb. Subscription acknowledgement letterc. Direct mail package(s) and postcardsd. Gift promotion packagee. Gift acknowledgement card or other form a donor can use to announce gift to recipients.

S.10.1. a.

PRESORTED
FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
CDS GLOBAL

VIRGINIA WILDLIFE

7570 Villa Park Drive Henrico, VA 23228
PH: (800) 710-9368

SUBSCRIPTIONS

Dinah Lowell
Suite 3113
7700 Congress Avenue
Boca Raton FL 33487-1357



VI:
AT:
P.
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7870 Viba Park Drive Henrico, VA 23228
PH: (800) 710-9369

ISSUES	TOTAL DUE	REMIT BY
18	\$27.00	10/11/17

Please make checks payable to: Treasurer of Virginia

SUBSCRIPTION INVOICE

Dinah Lowell
Suite 3113
7700 Congress Avenue
Boca Raton FL 33487-1357

Virginia Wildlife
Attn: Billing Dept.
P.O. Box 37830
Boone, IA 50037-0830

VIR0000001016172330016370002700000000000000100

VIR 000001016 B1718M001 01 09/11/2017 VIRBL001 LKQ80S 23 EXP OCT 20

UPON PAYMENT ABOVE, YOUR NEW EXPIRE DATE WILL BE OCT 2020.

Dear Dinah Lowell:

Thank you for your subscription to VIRGINIA WILDLIFE.

Whether your outdoor interests run toward fishing, hunting, boating, wildlife photography or just plain enjoying the wildlife and scenery, VIRGINIA WILDLIFE is the magazine for you. Published by the Department of Game and Inland Fisheries, it's brimming with colorful and helpful information on Virginia's diversity of fishing, hunting and boating opportunities.

Please return the above invoice with your payment. We can then move your subscription onto the main track so you'll receive all future issues.

If you mail this today, your record can be updated immediately. We welcome you to VIRGINIA WILDLIFE.

Cordially,
Sally Mills, Editor

SM:baa

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U.S. POSTAGE
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CDS GLOBAL

S. 10. 1. 6.

VIRGINIA WILDLIFE

7870 Villa Park Drive Henrico, VA 23228
PH: (800) 710-9369

Dinah Lowell
Suite 3113
7700 Congress Avenue
Boca Raton FL 33487-1357



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**VIRGINIA
WILDLIFE**

7870 Villa Park Drive, Henrico, VA 23228
1-800-710-9369

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7700 Congress Ave Ste 3113
Boca Raton FL 33487-1357



VIRGINIA WILDLIFE

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1-800-710-9369

Savings Details

Cover Price	\$24.00
2018 <i>Virginia Wildlife</i> Calendar	\$10.00
Discount	- \$24.00
You Pay Only	→ \$10.00

Dinah Lowell
7700 Congress Ave Ste 3113
Boca Raton FL 33487-1357



Virginia Wildlife
Subscription Department
P.O. Box 37832
Boone, IA 50037-0832

VIR 10/02/17 D17A1 VIR407APNL1A VIRDM003 56358

D17A1

6/10.00 18/25.00

▶ Please return the entire form in the envelope provided. ◀

Summary of Subscription Benefits

One-year subscription to *Virginia Wildlife*. **Your price only \$10 for six issues!**

Each issue features breathtaking photos and interesting stories about Virginia's wildlife and their habitats.

2018 *Virginia Wildlife* Calendar. An additional \$10 value! **FREE with your paid subscription.**

Magazine features from recent issues included:

- An update on the growing elk herd in southwest Virginia
- Tips for pursuing trout off the beaten path
- A novel approach to creating hellbender habitat
- Fall turkey hunting—without a dog
- And, of course, our ever-popular wildlife photography showcase



Subscription Details

- \$25 for 18 issues — **BEST OFFER!**
- \$10 for 6 issues

YES! Enter my subscription to *Virginia Wildlife* at this special low introductory rate. I've marked my choice at left.

Payment enclosed. Bill me later.



Dinah Lowell
7700 Congress Ave Ste 3113
Boca Raton FL 33487-1357

To sweeten the deal, we will send you a copy of our spectacular 2018 *Virginia Wildlife* Calendar as a special "thank you" (while supplies last).

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PRSR STD
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CDS GLOBAL

S.10.1.d.

VIRGINIA WILDLIFE

7870 Villa Park Drive, Henrico, VA 23228
PH: (800) 710-9369

Dinah Lowell
Suite 3113
7700 Congress Avenue
Boca Raton FL 33487-1357



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P.C

VIRGINIA WILDLIFE

7870 Villa Park Drive, Henrico, VA 23228
PH: (800) 710-9369



It's the gift that keeps giving.

Dinah Lowell
Suite 3113
7700 Congress Avenue
Boca Raton FL 33487-1357

|||||
Virginia Wildlife
Attn: Gift Dept.
P.O. Box 37831
Boone, IA 50037-0831

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BIBLICAL ARCHAEOLOGY REVIEW

THE MAGAZINE OF THE BIBLICAL ARCHAEOLOGY SOCIETY - BRINGING THE ANCIENT WORLD TO LIFE

CURRENT DIGITAL ISSUE - JANUARY/FEBRUARY 2018 VOL. 44 NO. 1

About this issue: If you're interested in excavating in 2018, the January/February 2018 Dig Issue of *Biblical Archaeology Review* is the place for you! [Read more...](#)



Digs 2018: Migration and Immigration in Ancient Israel

Robert R. Cargill

Migration and immigration are not just modern occurrences—both the Bible and archaeology show that ancient Israel was a land of immigrants. Come along and explore several excavations investigating the movement of peoples throughout the Holy Land and learn about the 2018 dig

opportunities! [Read more...](#)



Jerusalem and the Holy Land(fill)

Yuval Gadot

Excavations on Jerusalem's Southeastern Hill—just outside the "City of David"— have exposed a landfill from the Early Roman period (first century B.C.E. to first century C.E.). This garbage provides insight into residents' daily lives and habits during a politically, socially, and religiously tumultuous chapter of Jerusalem's history—when Rome ruled, the Temple stood, and

Jesus preached. [Read more...](#)



Words Unseen: The Power of Hidden Writing

Jeremy D. Smoak

In 1979, archaeologist Gabriel Barkay discovered two miniature silver scrolls from a late Iron Age (seventh century B.C.E.) tomb in Ketef Hinnom outside of Jerusalem. When unrolled, the scrolls had tiny texts written on them—similar to the priestly blessing in Numbers 6:24–26. Curiously, though, these texts were hidden from human eyes, which begs the question: Who was their

intended audience? [Read more...](#)

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Neither Jew nor Greek
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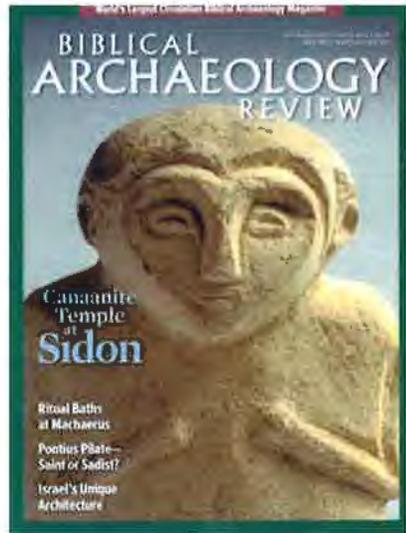
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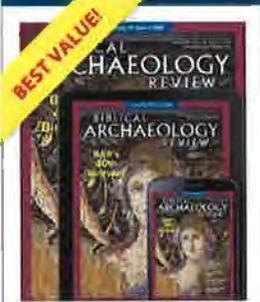
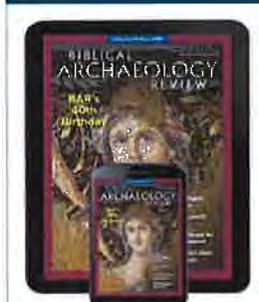
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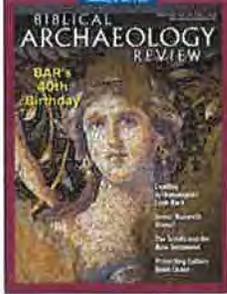


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PAID-CASH	NO	7	7.00	28JUN18-00-152403	ADV		ACLD		NO
CASH	NO	21	21.00	21APR18-08-154840	BAS		R1808PR01		NO
CASH	NO	6	7.00	02AUG12-05-212906	HST		DNR N1515N		NO
PAID-CASH	NO	21	21.00	20FEB12-00-140242	HST		I128A		NO

Trans Number	Activity Type	Trans Number	Activity Type
21SEP18-05-173242	PAYMENT ADJUTHR	21SEP18-05-173242	PAYMENT
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 - b. Daily Order Report By Source
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 THRU: 30NOV08 (08335)

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	CASH	ACCOUNTS RECEIVABLE	PAY ACCTS RECEIVABLE	REVENUE	SALES	PAYMENTS
CASH	422317.28		160905.81	261411.47	14051	9914
MC/VISA	110991.02		29806.60	81184.42	4419	1640
AMEX	11785.28		2374.94	9410.34	383	98
DISCOVER	3670.47		1198.43	2472.04	120	53
DINERS CLUB	100.00		0.00	100.00	2	0
CARTE BLANCHE	0.00		0.00	0.00	0	0
OPTIMA	2451.35		657.59	1793.76	69	28
DISNEY	0.00		0.00	0.00	0	0
SEARS	0.00		0.00	0.00	0	0
CREDIT	0.00	192413.02	0.00	192413.02	12827	0
COMPLIMENTARY	0.00		0.00	0.00	0	0
CONTROLLED	0.00		0.00	0.00	0	0
AGENCY	28001.32		0.00	28001.32	4906	0
TOTAL	579316.72	192413.02	194443.37	576786.37	36777	11733
OTHER MONIES	-52909.08					
DEPOSIT TOTAL	526407.64					
			OTHER MONIES			
	U S FUNDS	CANADIAN FUNDS	CPD CD FUNDS	Agency Final	08312	-23.78
CURRENCY	114.00	0.00		Agency Final	08315	-5.73
CHECK	399642.01	4318.41		Agency Final	08316	-3.44
ELEC - CHK	0.00	0.00		Agency Final	08317	-33.10
Sub Total	399756.01	4318.41		Agency Final	08318	-0.13
MC/VISA	105317.23		0.00	Agency Final	08319	-0.26
AMEX			11086.17	Agency Final	08319	-24.00
DISCOVER			3519.47	Agency Pending	08312	-4.00
DINERS CLUB			100.00	Agency Pending	08315	106.00
CARTE BLANCHE			0.00	Agency Pending	08315	96.47
OPTIMA			2310.35	Agency Pending	08315	5.76
DISNEY			0.00	Agency Pending	83323	225.60
SEARS			0.00	Agency Pending	08324	7.02
TOTAL	505073.24	4318.41	17015.99	Agency Resolved	08312	-36.00
				Agency Resolved	08318	-95.00
				Agency Resolved	08318	-96.47
				Agency Resolved	08319	-5.76
				Agency Resolved	83330	-223.60
				Agency Resolved	83330	-106.00
				Credit Memo Issued		69.94
				Credit Memo Used		-82.23
				Debit Memo Issued		-62.60
				Canadian Exchange		324.51
				Money in Other Mag		-20.00
				Order in Process	08312	298.46
				Order in Process	08312	153.82

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ENTRY DATE	# OF SUBS	\$ VALUE ORDERS	# OF PAYMENTS	\$ VALUE PAYMENTS
10/23/08	1	20.00	1	24.32
10/24/08	1	41.00	0	0.00

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 PAGE 02
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ENTRY DATE	# OF SUBS	\$ VALUE ORDERS	# OF PAYMENTS	\$ VALUE PAYMENTS
10/31/08	5	131.00	5	107.88
11/3/08	652	14869.14	132	1398.60
11/4/08	380	7208.77	87	1667.79
11/5/08	245	5607.90	58	994.65
11/6/08	500	11002.77	166	3184.78
11/7/08	385	7612.89	112	2106.72
11/10/08	292	5011.15	101	1891.43
11/11/08	202	4010.65	70	1347.76
11/12/08	187	3815.82	59	2196.51
11/13/08	430	8163.55	81	2348.19
11/14/08	223	4413.85	101	1954.11
11/17/08	250	4911.53	121	2641.81
11/18/08	241	4211.88	112	2432.37
11/19/08	166	2215.80	84	540.27
11/20/08	147	2208.75	90	544.18
11/21/08	139	2545.77	103	2262.45
11/24/08	187	2430.80	127	2781.50
11/25/08	279	4527.54	169	3422.24

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Order in Process	08308	54.00
Order in Process	08309	157.85
Order in Process	08310	158.73
Order in Process	08311	105.85
Order in Process	08315	152.76
Order in Process	08316	123.82
Order in Process	08317	99.85
Order Now Process	08308	-147.76
Order Now Process	08308	-267.64
Order Now Process	08308	-82.88
Order Now Process	08308	-723.31
Order Now Process	08309	-151.82
Order Now Process	08309	-321.70
Order Now Process	08310	-103.94
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DIRECT	CASH	4,400	319,398	118,528.01	118,528.01	118,528.01	0.00	0.00
	CREDIT	1,058	84,616	31,329.00	31,329.00	31,329.00	0.00	0.00
	TOTAL	5,458	404,014	149,857.01	149,857.01	149,857.01	0.00	0.00
RENEWAL	CASH	5,949	400,560	208,482.67	208,482.67	208,353.50	129.17	0.00
	CREDIT	3,051	193,584	110,612.57	110,612.57	110,524.54	88.03	0.00
	TOTAL	9,000	594,144	319,095.24	319,095.24	318,878.04	217.20	0.00
ADV-RENEWAL	CASH	205	10,773	4,028.89	4,028.89	4,028.89	0.00	0.00
	CREDIT	22	1,189	439.34	439.34	439.34	0.00	0.00
	TOTAL	227	11,961	4,468.23	4,468.23	4,468.23	0.00	0.00
INSERT	CASH	489	21,304	11,727.79	11,727.79	11,719.23	9.56	0.00
	CREDIT	837	48,678	30,484.38	30,484.38	30,471.30	13.08	0.00
	TOTAL	1,326	69,982	42,212.17	42,212.17	42,189.53	22.64	0.00
WHITE-MAIL	CASH	431	26,096	12,655.83	12,655.83	12,653.26	2.57	0.00
	CREDIT	375	22,973	11,296.91	11,296.91	11,284.03	12.88	0.00
	TOTAL	807	48,969	23,952.74	23,952.74	23,937.29	15.45	0.00
CO-OP	CASH	5	268	109.16	109.16	109.16	0.00	0.00
	CREDIT	2	106	41.08	41.08	41.08	0.00	0.00
	TOTAL	7	374	150.24	150.24	150.24	0.00	0.00
TELEVISION	CASH	5,408	294,011	8,664.34	8,664.34	8,660.14	4.20	0.00
	CREDIT	100	6,045	2,409.68	2,409.68	2,409.68	0.00	0.00
	TOTAL	5,508	300,057	11,074.02	11,074.02	11,069.82	4.20	0.00
MISC	CASH	21,990	1,111,414	2,836.30	2,836.30	2,836.30	0.00	0.00
	CREDIT	62	3,129	1,398.07	1,398.07	1,398.07	0.00	0.00
	TOTAL	21,452	1,114,543	4,234.37	4,234.37	4,234.37	0.00	0.00
GEN-CASH	CASH	239	13,695	7,573.45	7,573.45	7,573.45	0.00	0.00
	CREDIT	0	0	0.00	0.00	0.00	0.00	0.00
	TOTAL	239	13,695	7,573.45	7,573.45	7,573.45	0.00	0.00
TOTAL DTF	CASH	38,516	2,197,519	374,606.44	374,606.44	374,460.94	145.50	0.00
	CREDIT	5,506	360,220	188,011.03	188,011.03	187,897.04	113.99	0.00
	TOTAL	44,024	2,557,739	562,617.47	562,617.47	562,357.98	259.49	0.00

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CATEGORY	ORDERS	COPIES	VALUE	GROSS	VALUE LESS GST	GST	PROV GST
DIRECT-MAIL-AGCY	13,029	646,125	10,479.76	276,515.54	10,478.22	1.54	0.00
CASH-FIELD-AGCY	1,442	82,828	14,516.65	52,214.15	14,516.65	0.00	0.00
PDS-AGCY	0	0	0.00	0.00	0.00	0.00	0.00
NEWSPAPER-PDS-AGCY	0	0	0.00	0.00	0.00	0.00	0.00
SCHOOL-PLAN-AGCY	1,786	73,349	2,832.16	39,708.00	2,832.16	0.00	0.00
CATALOG-AGCY	165	8,627	4,433.24	6,541.47	4,421.81	11.43	0.00
DEPT-STORE-AGCY	11	593	130.10	260.17	130.10	0.00	0.00
TELEPHONE-AGCY	111	8,194	232.93	4,653.00	232.93	0.00	0.00
TOTAL AGENCIES	16,544	819,716	32,674.84	379,892.33	32,611.87	12.97	0.00
CASH-AGCY REINSTATES	28	1,316	38.16	750.45	38.16	0.00	0.00
PDS-AGCY REINSTATES	0	0	0.00	0.00	0.00	0.00	0.00
COMP-SOURCE	16	15,984	0.00	0.00	0.00	0.00	0.00
TRANSFER	0	0	0.00	0.00	0.00	0.00	0.00
CONTROLLED	0	0	0.00	0.00	0.00	0.00	0.00
AGENCY-ADJUSTMENT	2	78	26.75	47.99	26.75	0.00	0.00
CASH-ADJUSTMENT	111	5,977	2,898.65	2,898.65	2,898.65	0.00	0.00
GRAND TOTAL	60,725	3,400,810	598,205.87	946,206.89	597,933.41	272.46	0.00

*** CANADIAN GST INCLUDED ***

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RPT0195 - U.S. Sales & Use Tax Report – Cash Basis

- **RPT0195 – U.S. Sales & Use Tax Report – Cash Basis**
 - **'Cash' basis report – reports liability on DTP cash orders and credit payments applied, and cancels applied**
 - **Tax liability is based on cash received: cash orders, credit payments, and cash cancels**
 - **Three sections: Orders, Cancels, Total Net**
 - **Also reports Tax Collected**

Recommendation - use RPT0196 for Total Tax Liability and use RPT0195 to show how much of that tax was collected.



RPT0195 - U.S. Sales & Use Tax Report – Cash Basis

EMFTST1234

U.S. SALES & USE TAX REPORT - CASH BASIS
 ON ORDER/PAYMENTS/CANCELS
 MAG: TST TEST MAG
 FROM 01DEC13 00:04:49 THRU 01JAN14 00:15:00

RPT0195
 01JAN14 00:25:12
 PAGE 6

STATE ABBR	---COUNTY/CITY---	---CASE SALES/CREDIT PAYMENTS---			---SALES/USE TAX DUE---				TAX COLLECTED	
	CODE NAME	DTP CASH	PAYMENTS	TOTAL	STATE	COUNTY	CITY	DISTRICT	TOTAL	
GA	51 CHATHAM	656.41	38.50	726.91	29.08	20.30			49.38	44.23
GA	53 CHATTAHOOCHEE	10.00		10.00	.40	.40			.80	
GA	55 CRATTOOGA	16.00		16.00	.64	.48			1.12	1.05
GA	57 CHEROKEE	662.38	26.00	708.38	28.34	12.31			40.65	36.74
GA	59 CLARKE	136.34	20.00	156.34	6.25	1.08			7.33	4.52
GA	63 CLAYTON	467.72	33.00	500.72	20.03	14.43			34.46	31.61
GA	67 COBB	1,765.46	105.58	1,871.04	74.85	34.27			109.12	91.14
GA	69 COFFEE	.25	21.00	21.25	.85	.64			1.49	1.47
GA	71 COLQUITT	12.25		12.25	.49	.37			.86	
GA	73 COLUMBIA	149.00	26.00	175.00	7.00	6.38			13.38	11.08
GA	75 COOK	.25		.25	.01	.01			.02	
GA	77 COWETA	1,533.75	44.00	1,577.75	63.11	46.95			110.06	102.95
GA	79 CRAWFORD	15.00		15.00	.60	.45			1.05	1.05
GA	81 CRISP	10.75	18.00	28.75	1.15	1.15			2.30	1.44
GA	83 DADE	.25		.25	.01	.01			.02	
GA	85 DAWSON	33.25		33.25	1.33	1.00			2.33	2.31
GA	87 DECATUR	.25		.25	.01	.01			.02	
GA	89 DEKALB	1,276.05	40.97	1,317.02	52.68	20.20		10.27	93.15	67.45
GA	ATLANTA	75.00	13.00	88.00	3.52	1.76	.88	.88	7.04	7.04
TOTAL	89 DEKALB	1,351.05	53.97	1,405.02	56.20	21.96	.88	11.15	90.19	74.49

CASE	6,679.89
PAYMENTS	886.97
TAX COLLECTED	7,566.86

Attachment G – RFP 5757 Z1 Section VI 2.a. Corporate Overview

Bidder's name: Infonet Systems, Inc.

Headquarters: 7700 Congress Avenue, Suite 3113
Boca Raton, FL 33487

Organization: Subchapter S Corporation.

Incorporation: Florida

Inception: June 1992.

No change in their corporation since inception.

Prior organization in the state of NJ with same name was a Subchapter S corporation with its inception over 40 years ago.

Attachment H – RFP 5757 Z1 Section VI 2 b. Financial Statements.

INFONET SYSTEMS, INC.

7700 Congress Avenue, Suite 3113
Boca Raton, Florida 33487
561-995-0026
FAX 561-995-0255

February 3, 2018

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Attached are our financial statements for the fiscal year ending September 30, 2017. Our bookkeeping is uncomplicated (as detailed in our accountant's notes) requiring only a commercial accounting program (Quickbooks) which produced the attached financial statements.

We have been in business over 40 years, serving principally state owned and non-profit organizations in the area of circulation management, promotion and fulfillment for their magazines.

Please be advised that the corporation is 100% owned by a woman.

The corporation has ample cash reserves at all times and maintains a balance of \$60,000 - \$120,000 monthly. A copy of the most recent bank statement is attached. Our financial advisor and senior banking officer at Merrill Lynch/Bank of America can validate our corporate and my personal financial stability (as Infonet Systems Inc is a Subchapter S corporation) and strength:

Lawrence C. Liebers

Managing Director

Merrill Lynch, Inc.

75 Rockefeller Plaza, 2nd floor

New York, NY 10019

212 415 7479

Attachment H – RFP 5757 Z1 Section VI 2 b. Financial Statements.(continued)

The size of the corporation consists of 3 employees with supporting professional services as needed for data analysis, programming, website development, bookkeeping and accounting.

Our client base consists of state governments with magazines (with some products) which range from 13 to 18 clients at any one time, not for profit organizations with magazines (and/or some fundraising) ranging from 1 – 4 clients at any one time, and some private corporations with magazines ranging from 1 – 4 at any one time.

Most clients have long relationships with us including some over 40 years. The average number of years of our current clients as of December 31, 2017 is 27 years. Over the years we have lost some clients due to lower bids, to change in direction or management, or to the cessation of publication. In no cases has there ever been a judgement or litigation of any real or potential financial reversal which might negatively affect the viability or stability of the organization. No such state or condition is known to exist.

Our subcontractor, CDS Global, Inc. is a privately held corporation and does not disclose its financial information.

Please call if you have any questions. We look forward to the opportunity of being of service to you.

Sincerely,

INFONET SYSTEMS, INC.



Martin Rosinsky

President

Attachment H – RFP 5757 Z1 Section VI 2 b. Financial Statements.(continued)

William S. Kleiman
Certified Public Accountant
63-64 76 Street
Middle Village, NY 11379-1302

718-894-6895
718-894-8892 (Facsimile)
wilshekle@aol.com

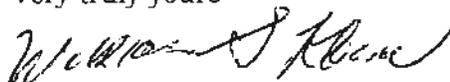
January 29, 2018

Marin Rosinsky, President
Infonet Systems, Inc
7700 Congress Avenue Ste 3113
Boca Raton, Fl 33487

Dear Mr Rosinsky:

Attached are your balance sheet as of September 30, 2017 and income statement for the year ended September 30, 2017. They were compiled by me from your books and records without audit.

Very truly yours



William S. Kleiman

Attachment H – RFP 5757 Z1 Section VI 2 b. Financial Statements.(continued)

3:46 PM
01/29/18
Accrual Basis

Infonet Systems Inc
Balance Sheet Prev Year Comparison
As of September 30, 2017

	Sep 30, 17	Sep 30, 16	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Checking at Bank of America-St	44,271.51	2,710.55	41,560.96	1,533.3%
Total Checking/Savings	44,271.51	2,710.55	41,560.96	1,533.3%
Accounts Receivable				
Accounts Receivable	213,140.09	162,825.66	50,314.43	30.9%
Total Accounts Receivable	213,140.09	162,825.66	50,314.43	30.9%
Other Current Assets				
Accounts receivable offset	-213,140.09	-162,825.66	-50,314.43	-30.9%
Petty Cash	240.00	240.00	0.00	0.0%
Total Other Current Assets	-212,900.09	-162,585.66	-50,314.43	-31.0%
Total Current Assets	44,511.51	2,950.55	41,560.96	1,408.6%
Fixed Assets				
Accumulated Depreciation	-3,252.30	-3,252.30	0.00	0.0%
Furniture and Equipment	3,252.30	3,252.30	0.00	0.0%
Total Fixed Assets	0.00	0.00	0.00	0.0%
Other Assets				
IRC Sec 1244 Deposit	9,183.00	7,837.00	1,346.00	17.2%
Rent Deposit	4,972.50	4,972.50	0.00	0.0%
Total Other Assets	14,155.50	12,809.50	1,346.00	10.5%
TOTAL ASSETS	58,667.01	15,760.05	42,906.96	272.3%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
Net payroll	2,531.45	0.00	2,531.45	100.0%
Total Other Current Liabilities	2,531.45	0.00	2,531.45	100.0%
Total Current Liabilities	2,531.45	0.00	2,531.45	100.0%
Total Liabilities	2,531.45	0.00	2,531.45	100.0%
Equity				
Capital Stock	15.00	15.00	0.00	0.0%
Retained Earnings	15,745.05	-14,087.91	29,832.96	211.8%
Shareholder Distributions	-48,050.00	-79,745.00	31,695.00	39.8%
Net Income	88,425.51	109,577.96	-21,152.45	-19.3%
Total Equity	56,135.56	15,760.05	40,375.51	256.2%
TOTAL LIABILITIES & EQUITY	58,667.01	15,760.05	42,906.96	272.3%

Attachment H – RFP 5757 Z1 Section VI 2 b. Financial Statements.(continued)

3:32 PM

01/29/18

Accrual Basis

Infonet Systems Inc
Profit & Loss Prev Year Comparison
October 2016 through September 2017

	Oct '16 - Sep 17	Oct '15 - Sep 16	\$ Change	% Change
Ordinary Income/Expense				
Income				
Consulting Income	1,070,435.96	1,057,877.93	12,558.03	1.2%
Misc. Income	0.00	0.00	0.00	0.0%
Total Income	1,070,435.96	1,057,877.93	12,558.03	1.2%
Cost of Goods Sold				
Fulfillment expense	737,652.02	694,330.50	43,321.52	6.2%
Total COGS	737,652.02	694,330.50	43,321.52	6.2%
Gross Profit	332,783.94	363,547.43	-30,763.49	-8.5%
Expense				
Auto rental	11,950.00	0.00	11,950.00	100.0%
Automobile Expense	4,237.72	5,244.63	-1,006.91	-19.2%
Bank Service Charges	120.00	167.00	-47.00	-28.1%
Books	35.00	845.05	-810.05	-95.9%
Computer expense	0.00	297.79	-297.79	-100.0%
Consulting Expense	0.00	9,105.00	-9,105.00	-100.0%
Dues and Subscriptions	1,616.23	0.00	1,616.23	100.0%
Electricity	966.63	943.57	23.06	2.4%
Entertainment (TIPS)	0.00	960.00	-960.00	-100.0%
Insurance Expense				
General Liability Insurance	504.14	504.14	0.00	0.0%
Total Insurance Expense	504.14	504.14	0.00	0.0%
Licenses and permits	413.88	275.00	138.88	50.5%
Magazines & Subscriptions	381.98	359.11	22.87	6.4%
Meals and entertainment	32,102.98	34,816.37	-2,713.39	-7.8%
Non-deductible expense	0.00	5,389.00	-5,389.00	-100.0%
Office Expense	2.07	280.00	-277.93	-99.3%
Office Supplies	688.81	1,143.39	-454.58	-39.8%
Officers' salary	40,400.10	41,953.95	-1,553.85	-3.7%
Postage and delivery	393.61	1,042.10	-648.49	-62.2%
Professional Fees	7,035.00	9,625.00	-2,590.00	-26.9%
Rent Expense	24,884.70	22,201.39	2,683.31	12.1%
Salaries	75,384.68	78,076.99	-2,692.31	-3.5%
Taxes				
Federal unemployment insuranc	126.00	126.00	0.00	0.0%
Licenses & Other Taxes	0.00	120.55	-120.55	-100.0%
Social security	8,857.50	9,182.33	-324.83	-3.5%
State unemploymeent insurance	17.88	0.00	17.88	100.0%
Taxes - Other	1,470.00	709.50	760.50	107.2%
Total Taxes	10,471.38	10,138.38	333.00	3.3%
Telephone Expense	5,091.23	5,012.53	78.70	1.6%
Travel and hotel	27,803.16	25,589.08	2,214.08	8.7%
Total Expense	244,483.30	253,969.47	-9,486.17	-3.7%
Net Ordinary Income	88,300.64	109,577.96	-21,277.32	-19.4%
Other Income/Expense				
Other Income				
Interest Income	124.87	0.00	124.87	100.0%
Total Other Income	124.87	0.00	124.87	100.0%
Net Other Income	124.87	0.00	124.87	100.0%
Net income	88,425.51	109,577.96	-21,152.45	-19.3%

Attachment H – RFP 5757 Z1 Section VI 2 b. Financial Statements.(continued)

William S. Kleiman
Certified Public Accountant
63-64 76 Street
Middle Village, NY 11379-1302

718-894-6895
718-894-8892 (Facsimile)
wilshekle@aol.com

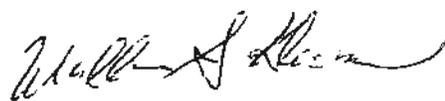
January 29, 2018

Notes and commentary relating to Infonet Systems, Inc
financial statements as of September 30, 2017

I, William Kleiman, have been, and still am, the public accountant for Infonet Systems, Inc. since its inception in 1968 in New Jersey and subsequent re-incorporation in 1991 in Florida. The company has been profitable throughout its existence and has never experienced any financial difficulty.

Accounts receivable. The company maintains its books on an accrual basis, but prepares its tax returns on a cash basis, as is the custom for professionals. To conform the company's books to its tax return, the account, accounts receivable offset, was implemented to negate the accounts receivable balance. As a consequence income is reflected on a cash basis. The accounts receivable amount does reflect actual receivables as of September 30, 2017

Accounts payable. Accounts payable are paid on receipt. Consequently, there is no accounts payable balance as of September 30, 2017.



William Kleiman

Attachment H – RFP 5757 Z1 Section VI 2 b. Financial Statements.(continued)



P.O. Box 15284
Wilmington, DE 19850

INFONET SYSTEMS, INC
7700 CONGRESS AVE STE 3113
BOCA RATON, FL 33487-1357

Customer service information

- ☎ Customer service: 1.888.400.9009
- ★ bankofamerica.com
- 🏦 Bank of America, N.A.
P.O. Box 25118
Tampa, Florida 33622-5118

Your Business Advantage Checking

for December 1, 2017 to December 31, 2017

INFONET SYSTEMS, INC

Account summary

Beginning balance on December 1, 2017	\$86,023.01
Deposits and other credits	76,850.90
Withdrawals and other debits	-25,131.21
Checks	-64,233.13
Service fees	-10.00
Ending balance on December 31, 2017	\$73,499.57

Account number:

of deposits/credits: 5

of withdrawals/debits: 27

of items-previous cycle¹: 30

of days in cycle: 31

Average ledger balance: \$75,416.58

¹Includes checks paid, deposited items & other debits