



**Georgia Public Broadcasting
A State of Georgia Government Authority**

REQUEST FOR PROPOSAL

For

**MEMBERSHIP INCOMING TELEPHONE CALL SERVICES
RFP NUMBER 177-08**

**All questions regarding this RFP contact:
Roy Head, Issuing Officer**

**Georgia Public Broadcasting
Finance & Administrative Services Division
260 14th Street NW
Atlanta, Georgia 30318-5360
404-685-2653**

**RELEASED ON:
February 28, 2008
DUE ON:
March 27, 2008
2:00 P.M. Eastern Daylight Savings Time**

**PRE-BID CONFERENCE
March 13, 2008
At 11:15 AM**

**Submission Location:
Attn-Purchasing
Georgia Public Broadcasting
260 14th Street NW
Atlanta, Ga. 30318**

Respondents are advised that failure to return all pages of this original bid document and complete all written information including a completed IRS W-9 form may be considered grounds for not considering bid response. A copy of IRS form W-9 may be obtained on the internet at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Bid subject to rejection if the signature page is not signed and included in pages returned with bid on or before time of bid opening. By responding with a bid respondents are acknowledging that respondent has read and understand each page of this proposal. Any contract awarded as a result of this RFP includes by reference all pages of this original RFP document.

Should this bid indicate a pre-bid conference is being held, the Pre-Bid Conference is not considered mandatory. No minutes of pre-bid conferences are available. If a pre-bid conference is scheduled for this bid document, it is preferred that respondents provide a list of questions to the issuing officer by email no later than three working days before the Pre-Bid Conference. All questions received after the Pre-Bid Conference will be posted at the bid registry page for this RFP. All questions or inquiries about this bid should be addressed in writing or by email to Roy Head, Purchasing Office at Georgia Public Broadcasting Bldg., 260 14th Street, Third Floor, Atlanta, Georgia 30318-5360 (rhead@gpb.org) with a copy to esmith@gpb.org.

Georgia Public Broadcasting advertises our sealed bids and bid documents on the Internet at the State of Georgia's "Georgia Procurement Registry, Purchasing Bid Opportunities" site. To access this site go to <https://ssl.doas.state.ga.us/PRsapp/index.jsp>. If you choose (near the top side of page) State government then click bid search process. Your next screen information has a drop down for sorted by where you will choose agency. Click on search you will find GPB listed as Georgia Public Telecommunications Commission. Click on the words Georgia Public Telecommunications Commission beside the bid that you want to see. At the bottom of each advertised listing for GPB you will note the options for: detailed information for obtaining information about the project/service title bid or bid with specifications&/or scope of work which will give you the ability to view, save to disk and print out a copy of the document in it's entirety. Should addenda be determined necessary, we will also update the information by posting addenda, which you will see listed with the actual bid document. Sealed Bids & RFP's are posted as a convenience to potential bidders in MS Word 2000.& PDF format. Bidders are not authorized to change any GPB bid document verbiage as part of their response. Posting this bid on above bid site does not change the requirements for bids to be mailed or hand delivered and signed by bidders. All instructions on GPB sealed bids and proposals should be carefully read and followed. GPB utilizes the State of Georgia DOAS vendor file among other sources for our bidder's list. To register with DOAS by telephone call 404-651-5858, by facsimile send to 404-651-6763 or by email doasbid@doas.state.ga.us

Bidder State-

Name Of Company: _____

Street Address: _____

City, State, & Zip: _____

Company Federal Tax ID Number: _____

Bidder E-Mail Address: _____

TABLE OF CONTENTS

1.0 Introduction	
1.1 Purpose of Procurement.....	6
1.2 Bid Certification	6
1.3 Schedule of Events	6
1.4 Restrictions on Communications with Staff.....	30
1.5 Definition of Terms	31
2.0 MANDATORY REQUIREMENTS	7
2.1 Submission Requirements	7
3.0 PROPOSAL	7
3.1 Experience	7
3.1.1 Company Structure	8
3.1.2 Pricing Appendix and Related Information	8
3.1.3 Business Litigation	8
3.1.4 Exceptions	7
3.1.5 Exceptions To Requirements	7
3.1.6 Schedule	9
4.0 PROPOSAL SUBMISSION AND EVALUATION	9
4.1 Process for Submitting Proposals	9
4.1.1 Preparation of Proposal.....	9
4.1.2 Packaging of Proposal	9
4.1.3 Number of Proposal Copies	10
4.2 Evaluation Process	10
4.2.1 Administrative Review	10
4.2.2 Insurance and Notification of Intent To Award	11
4.2.3 Bonding	11
4.3 Rejection of Proposals/Cancellation of RFP	11
5.0 TERMS AND CONDITIONS	11
5.1 Vendor Registration System	11
5.2 RFP Amendments	12
5.3 Proposal Withdrawal	12
5.4 Cost for Preparing Proposals	12
5.5 Sample Contract	12
5.6 Conflict of Interest	12
5.7 Georgia Income Tax Incentive	12
5.8 Reciprocal Preference Law OCGA 50-5-60(b)	12
5.9 ADA Guidelines	13
5.10 Sales and Use Tax Registration	13
5.11 Compliance with Laws	13

5.12	Protest	13
5.13	Force Majeure Event	13
5.14	Insurance Requirement	13
5.15	Non-Appropriation of Funds	14
	APPENDIX A – AGENCY CONTRACT-SERVICE/MAINTENANCE	12
	APPENDIX B- PCI REQUIREMENTS	21
	APPENDIX C- SCOPE OF WORK	22
	APPENDIX D- DEFINITIONS	31
	APPENDIX E- SMALL OR MINORITY BUSINESS FORM	33
	APPENDIX F- SALES AND USE TAX REGISTRATION	34
	APPENDIX G- BIDDER’S CHECK LIST	35
	EVALUATION CRITERIA	29

1.0 Introduction

1.1 Purpose of Procurement

MEMBERSHIP INCOMING TELEPHONE CALL SERVICES

The Georgia Public Telecommunications Commission, an Authority of the State of Georgia Government, (operating as Georgia Public Broadcasting & hereinafter referenced as GPB) invites sealed proposals for **MEMBERSHIP INCOMING TELEPHONE CALL SERVICES** for the Enterprise Services Division of Georgia Public Broadcasting, located at 260 14th Street NW, Atlanta, Georgia, 30318-5360.

The purpose of this bid is to obtain proposals for incoming telephone call services to handle the overflow telephone calls received during GPB on the air Pledge/Membership drives. The successful offeror will enter into a contractual agreement with GPB to provide this service in accordance with the requirements of this bid document. The initial contract period (base period) will be from July 1, 2008 through August 31, 2009 with options to renew for up to four additional twelve months periods. Proposal responses must include pricing (in the cost proposal response for the base period as well as each of the four option renewal years).

See Appendix C (Scope of Work) for further information on this specific bid.

Questions should be directed to Roy E. Head, Purchasing Operations Specialist, via e-mail (rhead@gpb.org) with a copy to csmith@gpb.org.

1.2 Bid Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), GPB certifies the use of competitive sealed bidding will not be practical or advantageous to GPB in completing the acquisition described in this RFP. Competitive sealed proposals will be submitted in response to this RFP in the same manner as competitive sealed bids. All proposals submitted pursuant to this request will be made in accordance with the provisions of this RFP and the Georgia Vendor Manual located at: http://statepurchasing.doas.georgia.gov/vgn/images/portal/cit_11783501/37106725vendormanual.pdf.

1.3 Schedule of Events

This Request for Proposal will be governed by the following schedule:

DATES

3/4/2008	Release of RFP
3/14/2008	Deadline for written questions; 2:00 PM
3/18/2008	Answers to written questions posted on the Georgia Procurement Registry; 2:00 PM
3/13/2008	Pre-Bid Conference 11:15am (Location of Conference-260 14 th St, NW; Atlanta, GA 30318)
3/27/2008	Proposals due no later than 2:00 PM EST
To Be Determined	Oral presentations (if required)
To Be Determined	Contract award (on or about)
10 days ARO	Contractor begins work (on or about); Successful bidder will be notified to provide performance bond prior to award being made.

2.0 Mandatory Requirements

This section identifies all mandatory requirements that must be present in the response before further consideration will be given.

2.1 Submission Requirements

1. The Offeror must submit the Agency Contract Agreement Form with original signature (Appendix A) as part of response.
2. The Offeror must submit the Cost Proposal with original signature on the proposal (Appendix B) as part of response.
3. The Offeror must read the Scope of Work section (Appendix C) before responding to this bid document .
4. The Offeror must read the Definition section (Appendix D) before responding to this bid document.
5. The Offeror must submit the Small or Minority Business Form with original signature (Appendix E) as part of response.
6. The Offeror must submit the Sales Tax Form (Appendix F) as part of response.
7. The Offeror must submit the Bidders Check List section with original signature (Appendix G) as part of response.
8. Any exceptions to GPB's Contract Agreement Form must be clearly identified and submitted with the Offeror's response as an attachment on offeror's letterhead. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified or State of Georgia Terms & Conditions.
9. The Offeror will submit a total of one Original and five copies of bid response in hard copy format containing original signature(s) along with one (1) CD ROM of bidder's entire (signed) bid submitted. Response must be in a sealed envelope with information as shown on the label (see last page of this bid document for label) or a copy of the label with the required information provided. This label must be affixed to the outside of the envelope. Within the envelope or box the technical proposal response must be in a separate labeled envelope or box from the cost proposal which must also be in a separate labeled envelope or box.
10. The offeror must as a part of their bid indicate that they have read and understand each section of this RFP. Offeror must indicate in bid submitted whether Offeror is currently performing MEMBERSHIP OUTGOING CALLS TELEMARKETING SERVICES work with any other Governmental organization within the State of Georgia.
Offeror agrees to hold bid open for acceptance/award by GPB for a period of not less than one hundred twenty (120) days after bid submission deadline.

3.0 Proposals

This section identifies the information, which must be submitted in the Proposal Response.

Experience

Offeror must have at least five (5) years experience providing similar service as detailed in this RFP. Any experience with providing outgoing telemarketing call services for a PBS and/or NPR affiliate is considered a plus and should so be noted in response technical section.

3.1.1 Company Structure

Technical Response to this Request For Proposal must provide the legal form of offeror business organization and the state in which incorporated (if a corporation). If the office location that will be the point of contact during the term of any contract resulting from this RFP is different from the company address provided on the second page of this bid document offeror must clearly state the contact person name, address, email address and telephone on the cost proposal portion of offeror submission. It will be the responsibility of the offeror to advise the GPB Purchasing Office of any changes in this contact information during the life of any contract resulting from this bid document.

3.1.2 Pricing Appendix and Related Information

GPB requires that the Offeror provide a list of no less than five references/clients for whom similar services, as detailed in this RFP, have been provided during the past three years. The offeror must provide:

dates of service

name of contact person

title of contact person

email address and telephone number of contact person

The Offeror must disclose any contracts defaulted and bankruptcies by offeror in technical response and the reason(s) for defaults.

3.1.3 Business Litigation

The Offeror will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition by attachment to response.

Exceptions

The contractor shall note any exceptions to the statement of work/specifications that can not be met by the bidder technical response.

Exceptions To Requirements

Offeror must provide responses for all prices items if such are listed in the bid document. Should offeror's response be contingent upon other methods of pricing it must be so stated. Otherwise any award made against prices submitted will be on the basis of orders being placed in individual units of measurement (such as price per telephone placed). Should there be any exceptions as to what bidder does or does not cover charges listed in the bid response, the bidder must attach a clear statement of type of work or service not covered by these bid prices. During the life of any award made resulting from this bid document GPB requires detailed invoices to be on the basis of each as a unit of measurement not on the basis of box, dozen or cases. GPB reserves the right but not the duty to reject offers made on the basis of any minimum quantity or units of measurement other than listed in this bid document.

3.2.1 Schedule

Start of Contract: The initial (or base period) contract period will be valid for fourteen months from effective date for the notice of award and/or issuance of a purchase order. GPB reserves the right at GPB's sole discretion to exercise the option to extend the contract for up to four (4) additional years. Should GPB wish to exercise a renewal option it will notify the successful offeror ninety (90) days prior to the expiration of the current contract. Potential bidders should note that a notice of intent to award is not a notice of award.

The purpose of a notice of intent is to provide notice to bidders and to provide the anticipated successful offeror ten (10) days to submit any insurance and/or bonds required in this bid document. A notice of intent does not authorize an offeror to begin any work in anticipation of the contract start. A notice of award authorizes successful bidder to begin work by contacting the COTR designated in the notice of award. The COTR will provide instructions, schedules and any other necessary information to the successful offeror. A notice of award notifies the successful offeror that insurance and/or bonds submitted as a result of a notice of intent to award are acceptable to GPB. Response Cost Proposal Portions should include method of pricing for each of the option to renew years two through five.

4.0 Bid Response Submission and Evaluation

4.1 Process for Submitting Bid Response

All questions about this RFP must be submitted in the following format:

Company Name

1. Question (Citation of relevant section of the RFP)

2. Question (Citation of relevant section of the RFP)

Questions must be directed in writing via e-mail to rhead@gpb.org with a copy to csmith@gpb.org (email is the only acceptable form of written questions.)

Roy Head, Issuing Officer

Georgia Public Broadcasting

Finance & Administrative Services Division

260 14th Street NW

Atlanta, Georgia 30318-5360

Phone: 404-685-2258

Fax: 404-685-2407

Questions must include the company name and the referenced RFP section.

4.1.1 Preparation of Proposal

Each Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete Proposal. If supplemental materials are a necessary part of the Proposal response, the Offeror should include these as an attachment to the Proposal response.

4.1.2 Packaging of Proposal

The Offeror's Proposal in response to this RFP must be in a sealed envelope which is labeled in accordance with this bid document requirements. Bid document must be in a document presentation folder and/or three ring binder. Loose paper responses will not be acceptable. The technical response portion with all copies required by this bid document shall be in a separate sealed envelope and/or box with clear marking of company name, bid number and technical proposal. The price response portion with all copies required by this bid document shall be in a separate sealed envelope and/or box with clear marking of company name, bid number and

technical proposal. These two portions of response should be in a sealed envelope or box with the outermost envelope or box for the bid documents marked using the last page of this bid document label or by marking the outside of envelope or shipping package as follows (see label on last page of bid document):

(Name of Company)
RFP # 177-08

should be mailed to or hand delivered to the Security Desk on the first floor with address label to: GPB Purchasing Office, 260 14th Street, Atlanta, Georgia 30318-5360, up to 2:00 p.m. local time, as determined by the Stamp Clock in the Purchasing Office, on the date indicated as submission deadline on page 1 of this bid document. Bid documents received after the date and the time specified will not be considered.

4.1.3 Number of Proposal Copies

an original (marked "Original" in hardcopy)

additionally five (5) hardcopies

one CD ROM copy of entire response being submitted

all original and copy documents must be signed by offeror and/or copies of signed documents

Any response received after the due date and time will not be evaluated.

4.2 Evaluation Process

The evaluation of responses received on or before the due date and time will be conducted on the basis of awarding to the offeror submitting the most responsible and responsive best value proposal as determined by the evaluation/selection committee using criteria established in the bid document. The final evaluation may (but is not required) to include an interview with offeror. Should the issuing officer advise offeror of intent to interview, the notice of interview by email will be considered mandatory a requirement for further consideration in the evaluation process. While a reasonable effort will be made to provide sufficient notice to the offeror the date/time of interview, GPB will not guarantee that offerors will be given a notice of more than one week in advance. In using this method for guarantee that offerors will be given a notice of more than one week in advance. In using this method for solicitation we are asking the marketplace for it's best effort in seeking a best value solution to our requirement. The offeror provided proposal(s) will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirement at their best price because a contract may be awarded based on the initial evaluation. Often however, it will be necessary to hold discussions with offeror(s) about their proposals. This will be done after the initial evaluation. The results of the evaluation will be reviewed and a competitive range will be selected for discussions. Essentially, if a contractor's proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be dropped from the competitive range to save time and money for both the contractor and Georgia Public Broadcasting. Offerors in the competitive range will be notified of the weaknesses in their proposals and given an opportunity, in individual discussions with all offerors. Best and final offers (BAFO) will be accepted from the offerors in the competitive range.

The BAFO's will be evaluated and the results reported to a selection official who will select the proposal that presents the best value to Georgia Public Broadcasting. This selection will then be presented to the GPB Procurement Office for approval. If approved and other matters (insurance, bonds, etc.) are settled; a contract will be awarded.

4.2.1 Administrative Review

Proposals will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. All required bid documents have been submitted

3. All documents requiring an original signature have been signed and are included

4.3.1 Insurance and Notification of Intent To Award

Potential bidders should note that a notice of intent to award is not a notice of award. The notice of intent provides the anticipated successful offeror ten (10) days to submit any insurance and/or bonds required in this bid document. A notice of intent does not authorize an offeror to begin any work in anticipation of the contract start.

4.3.2 Bonding

Successful Offeror will be required to provide a Performance Bond in the amount of \$50,000. The purpose of said bond is both to guarantee the successful offeror will perform in accordance with award contract and to guarantee that the GPB membership records provided to successful offeror as part of carrying out the requirements of this bid document are not used for any purpose other than the solicitation of members pledges to GPB. Said records can not be loaned to, sold to or in any form provided to any third party without express written permission from the GPB contracting officer. Successful offeror will be responsible for the security of these records at all times including the return of said records and/or approved destruction of said records upon completion of the contract. Part of proposal response should include in technical response the intended method securing records and destruction of records and/or computer hard drive files containing records of GPB membership. It should be noted that successful offeror will be required to comply with the Payment Card Industry standards for all credit card and debit card handling of GPB membership or potential membership files. See the Credit Card Security Compliance requirements section of this bid document. Failure to maintain compliance with PCI requirement standards will be considered grounds for GPB declaring the performance bond in default.

4.4 Rejection of Proposals/Cancellation of RFP

GPB reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal response, and to accept or reject any item or combination of items, when to do so would be to the advantage of GPB. It is also within the right of GPB to reject proposals that do not contain all elements and information requested in this document. GPB reserves the right to cancel this RFP at any time. GPB will not be liable for any cost/losses incurred by the Offerors throughout this process. GPB also reserves the right to award this RFP in whole, in part or cancel the RFP in its entirety. Respondents must submit on the basis that GPB will make an award on the entire proposal response. GPB reserves the right but not the obligation to make multiple awards should it be deemed in the best interests of GPB by the contracting officer.

5.0 Terms and Conditions

5.1 Vendor Registration System

Vendors should be registered in the web-based Vendor Registration System in order to do business with GPB. This system also allows vendors to receive automatic electronic notification of bid opportunities from GPB through the Georgia Procurement Registry. Vendors may register at: <https://ssl.doas.state.ga.us/VendorDB/mainframe.jsp>. At the time of registration, vendors must select the products and services they provide using the appropriate NIGP Codes. Vendors are responsible for updating and maintaining key company, contact, and product information in the system. All inquiries about the Vendor Registration System should be addressed to: vendoradm@doas.ga.gov.

5.2 RFP Amendments

GPB reserves the right to amend this RFP prior to the Proposal due date. All amendments and additional information will be posted to the Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. Offerors are encouraged to check this website frequently. Addenda issued, if any, will be posted at this site a minimum of three calendar days prior to the submission deadline.

5.3 Proposal Withdrawal

A submitted Proposal may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Proposal must be signed by an authorized individual.

5.4 Cost for Preparing Proposals

The cost for developing the Proposal is the sole responsibility of the Offeror. GPB will not provide reimbursement for such costs.

5.5 Sample Contract

The Sample Contract, which the GPB intends to use to contract with the successful offeror, is attached to this RFP. Exceptions to the Contract should be identified and submitted with the Offeror's Proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 2.0.

5.6 Conflict of Interest

If an Offeror has any existing client relationship that involves the State of Georgia, the Offeror must disclose each relationship.

5.7 Georgia Income Tax Incentive

Offerors interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Vendor Relations Coordinator referenced as vendoradm@doas.ga.gov.

5.8 Reciprocal Preference Law OCGA 50-5-60(b)

For the purposes of evaluation only, Offerors resident in the State of Georgia will be granted the same preference over Offerors resident in another State in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other State Offerors resident therein over Offerors resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Offeror is one who maintains a place of business with at least one employee inside the State of Georgia. A post office box address will not satisfy this requirement.

5.9 ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act.

5.10 Sales and Use Tax Registration

In Compliance with section 48-8-59 of the OCGA, every company or individual doing business within the State of Georgia is required to file an application for a certificate of registration with the State Revenue Commissioner. Prior to award of this Contract, the apparent successful Offeror may be required to complete and submit a Sales & Use Tax Form. If the completed Sales and Use Tax Registration form is not received by the Agency within seven (7) working days of the issuing of the Notice of Requirement, the Agency may, at its sole discretion, eliminate the apparent successful Offeror from consideration and award the Contract to another Offeror. If attached to this bid document providing this form with bid response is mandatory.

5.11 Compliance with Laws

The Contractor must comply with all State and Federal laws, rules, and regulations.

5.12 Protest

Offerors should familiarize themselves with the protest procedures set forth in Section 3.8 of the Georgia Vendor Manual, located at: http://statepurchasing.doas.georgia.gov/vgn/images/portal/cit_11783501/37106725vendormanual.pdf.

5.13 Force Majeure Event

“Force Majeure Event” means any event, circumstance or condition that is beyond GPB’s reasonable control. The term “Force Majeure Event” includes, without limitation, acts of God, hurricane, tornado, rain, subsurface rock, flood, sink hole, wind, hail, lightning, earthquake, snow or ice, extreme high or low temperatures, water or gas main break, electrical outage, fire, explosion, riot, terrorist act, military action.

In the event of a Force Majeure Event GPB reserves the right to cancel any contract awarded as a result of this bid document.

5.14 Insurance Requirements

GPB does not intend that successful offeror will use GPB and/or State of Georgia facilities for performance of this contract. Therefore, insurance is not required by GPB as a condition of award or maintaining a contract with GPB. Should use of facilities be required for any event and/or series of events an insurance ACORD form will be required prior to said event(s).

5.15 Non-Appropriation of Funds

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by Georgia Public Broadcasting solely from Georgia Legislature appropriations received by Georgia Public Broadcasting. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of GPB no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of GPB upon notification by the Chief Financial Officer of GPB (hereinafter referred to as "Event"). In such Event, the Chief Financial Officer of GPB shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

5.16 Ownership of Results of all Work Performed

The product of all work performed and/or any part of work performed as a part of any contract awarded or resulting from this proposal becomes the exclusive property of Georgia Public Broadcasting. As the exclusive property of GPB the vendor agrees to and understands that none of the work performed nor product of any work performed may be disclosed to any third party without prior written permission of GPB. This includes but is not limited to all written information, documents, scripts and/or any other information relating to the work performed as a part of this project.

Appendix A

Georgia Public Broadcasting
260 14th Street, NW,
Atlanta, GA 30318-5360

State of Georgia

Agency Contract - Service

This is accordance with Bid Document _____ to supply the services indicated in the GPB bid document and successful offeror response. All bids submitted pursuant to this Request for Proposal shall be made in accordance with the provisions of the Georgia Vendor Manual, these instructions, the attached specifications, and the attached Service/Maintenance Contract. In case of a conflict between the terms, conditions and instructions contained herein and the provisions of the Georgia Vendor Manual, the former shall govern.

1. PRICES

Bidders are requested to quote net prices as indicated on attached listing.

2. FORMS

Bidders should provide all of the information required on all forms including the Vendor Data Sheet, and should as part of bid submission sign the Agency Contract Terms and Conditions.

3. EXCEPTIONS

Any award made by the State hereunder shall bind the bidder to the terms, conditions and specifications set forth in this Request for Proposal. Bidders whose bids do not conform to said terms, conditions and specifications in one or more particulars should so note on a separate sheet labeled "Exceptions to Terms and Conditions." While the State reserves the right to make an award to a nonconforming bidder when its best interest would be served by doing so, such awards will not be readily made, and bidders are urged to conform to the terms, conditions and specifications set out herein to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been accepted by the State unless incorporated in the Execution copy of the Contract.

4. SPECIAL INSTRUCTIONS

Attached are any special instructions to this Request for Proposal if applicable.

Contract # _____ (Bid Document number assigned at time bid was issued is included by reference in this contract.)

Vendor Data Sheet
Agency Contract - Service

1. Firm: _____
Address: _____

2. Orders to be mailed to:
Firm: _____
Address: _____

3. Payments to be made to:
Firm: _____
Address: _____

4. Contract Administrator:
Name: _____
Title: _____
Address: _____

Telephone: _____

Toll Free Phone (if available): _____

Fax Number: _____

E-mail Address: _____

5. Cash Discount _____ % _____ Days

6. Payment Terms: Once Monthly covering service for a calendar month with payment due Net 30 Days after receipt of original invoice or completion of service being invoiced, whichever is later. All invoice(s) must be mailed or delivered to Georgia Public Broadcasting, 260 14th Street NW, Atlanta, Ga 30318, Attention: Accounts Payable.

NOTE: ALL EXCEPTIONS to the terms and conditions should be noted on a separate sheet as in accordance with the submission requirements stated in section 2.0 of this bid document and/or any Additional Instructions provided in this bid document.

Georgia Public Broadcasting

State of Georgia

Service Contract

This Contract entered into on the _____ day of _____, 20____, (date of award notice or signature by GPB whichever is latter) by Georgia Public Broadcasting hereinafter referred to as "Agency" or "GPB" and (Contractor Name), hereinafter referred to as Contractor. The term of this Contract shall commence on (date noted on award notice as effective date) and terminate one year later unless the option to renew is exercised by GPB prior to expiration of contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. INCORPORATION BY REFERENCE

The terms, conditions and specifications of Request for Quote (RFP) #177-08, and Contractor's response to said RFP, are incorporated by reference and made a part hereof just as if they had been fully set out herein.

2. PURPOSE OF AGREEMENT

Contractor will sell the services specified in the RFP to the Agency at the prices specified in Contractor's response to the RFP.

3. PAYMENT

The Agency shall pay the amount set out in the attached Schedule for any service provided. Payments shall be made each month according to approved invoice.

4. PRICE

The prices quoted and listed on the attached shall be firm throughout the term of this Contract.

5. DELIVERY

The service shall be rendered by the Contractor within the time and to the location specified by the Agency.

6. NON-EXCLUSIVE CONTRACT

This Contract is entered into solely for the convenience of the Agency, and it in no way precludes the Agency from obtaining like services from other vendors.

7. COMPLIANCE WITH STATUTES

The Contractor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the provision of any services to the Agency pursuant to this Contract.

8. APPLICABLE LAW

This Contract shall be governed in all respects by the laws of the State of Georgia.

9. TRADING WITH STATE EMPLOYEES

This Contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.

10. ADDITIONAL TERMS

The Agency shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

11. RENEWAL

The parties may mutually agree in writing to renew this Contract for up to four (4) additional one (1) year terms.

12. EXTENSION

In the event this Contract shall terminate or be likely to terminate prior to the award of a new Contract for this service, pursuant to Section 6.14 of the Georgia Vendor Manual, the parties may mutually agree in writing to extend this Contract for such period as may be necessary.

13. CANCELLATION

The Agency reserves the right to cancel this Contract by giving the Contractor 30 days written notice of its intent to do so.

14. ASSIGNMENT AND DELEGATION

This Contract or any performance required by it shall not be assigned or delegated in whole or in part without the express written consent of the Agency.

15. GEORGIA VENDOR MANUAL

The provisions of the Georgia Vendor Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. In the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, this Contract shall govern.

16. WAIVER

The waiver by the Agency of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

17. DRUG-FREE WORKPLACE

A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.

indemnification is covered by the State Tort Claims Fund (the "Fund") established and maintained by the State of Georgia Department of Administrative Services (DOAS), the Contractor agrees to reimburse the Fund for such monies paid out by the Fund. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State of Georgia, its officers, employees and agents, the Fund and insurers participating there under, to the full extent of this indemnification.

19. TIME OF THE ESSENCE

Time is of the essence in this Contract. Any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

20. ENTIRE AGREEMENT

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Contract shall be binding upon the Agency unless the change or modification shall be in writing, consented to and approved by the Agency.

21. SPECIAL TERMS AND CONDITIONS

(Attached by reference is the bid document which includes special terms and conditions to this Contract)

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

Contractor Name

Signature of Contractor's Authorized Representative

Agency Name

Signature of Agency's Authorized Representative

Appendix B

Payment Card Industry's (PCI) Current Credit Card Information Security Standards

1. The purpose of this appendix is to ensure the successful bidder understands that an award of this bid document includes a contractual obligation to maintain current compliance with the Payment Card Industry's (PCI) current credit card information security standards. It is agreed that during the life of this contract and/or any renewal of this contract, successful bidder will maintain compliance with the current credit card information security requirements of the Payment Card Industry. Successful bidder will be required to verify maintaining compliance by:

- Providing the Purchasing Office of Georgia Public Broadcasting a Certificate of Compliance issued by a third party company a minimum of once each twelve calendar months during the life of this contract and/or any subsequent renewal of this contract and
- Providing the Purchasing Office of Georgia Public Broadcasting a written port scan verification each quarter of the calendar year during the life of this contract and/or any subsequent renewal of this contract.

2. Successful bidder further understands and agrees that GA Public Broadcasting will not be charged for preparation and/or providing the above verifications of compliance.

3. GA Public Broadcasting recognizes that successful bidder assumes responsibility for maintaining the security of that data and/or responsibility for compliance with Payment Card Industry standards while the data is in successful bidder's possession.

This requirement will cover the life of the contract and/or any renewals exercised by GA Public Broadcasting. The contract consists of the original bid document, the successful bidder proposal response including pricing, the contractual agreement form, any purchase order issued by GA Public Broadcasting relating to this bid document and this contract requirement.

If this Proposal is accepted within one hundred twenty (120) days after the date set for the opening of RFPs, GPB will provide a "Purchase Order" or "Notice of Award". Any contract award as a result of this bid document shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

Appendix C

Purpose, Scope of Work, History, Reporting, Evaluation Criteria, Definitions And Response Format

GPB Invites Proposals For:

1. Purpose

The successful vendor will be expected to provide **MEMBERSHIP INCOMING TELEPHONE CALL SERVICES** for Georgia Public Broadcasting. This program will be an essential part of fund raising opportunities for GPB statewide (within the State of Georgia) and areas within adjoining states. This service primarily will include handling the overflow of calls received during GPB on the air Pledge/Membership Drives and/or all incoming calls during Pledge/Membership drive periods when no volunteers are available.

A. GPB will provide successful bidder with the following information prior to each GPB pledge drive:

1. Provide successful bidder with a list of programs being pledged, number of breaks in each program, time of each break, and length of each break. (Information will be contained in 'data sheet' created by GPB.) This data sheet will be provided to service provider no less than two weeks before the start of campaign.
2. Provide successful bidder with a list of item names & descriptions, GPB specific seven digit item codes (hereafter referred to as "Premium Code"), and item 'pledge' level from GPB. (This information also included in data sheet.)
3. Provide answering service with any changes to broadcast schedule and/or programs/breaks being pledged as soon as this information is available.

B. Successful bidder will provide GPB the following services:

1. Must be able to work in all file formats associated with "Team Approach" fundraising software.
2. Before each pledge drive (campaign), create database of membership drive information from GPB provided 'data sheets'. Database will include (but not be limited to) the following information:
 - a. Date of membership campaign
 - b. Programs being 'pledged' during the campaign
 - c. Airtime of program
 - d. Number of breaks in each program and assigned individual 'break code'
 - e. Associated gift with each program and break
3. Accommodate any changes to programs, and/or breaks being pledged/answered, and/or premiums being offered. These GPB-induced changes can occur at any time without incurring additional charges from the vendor – provided there is no change to required personnel or shifts the vendor will be answering. If there are personnel and/or shift changes – these changes can occur no less than 24 hours in advance without incurring extra fees from vendor.
4. Answer incoming membership calls in a timely & acceptable timeframe. Hold times shall not exceed five (5) minutes without notifying GPB at earliest possible time of excessive hold times.
5. Accommodate requests for 'GPB Exclusive' operators. These operators will **ONLY** answer calls on behalf of GPB, and not be allowed to take on other answering duties on behalf of answering service.
6. Answer potential membership calls during membership campaigns, and record pertinent information. Answering service should remain transparent to the callers and operators should

- not reveal to callers that they are with an inbound call center. Response will be off of a 'response sheet' provided by GPB. Information requested is as follows:
- a. Break code
 - b. Name of caller
 - c. Address
 - d. Phone number
 - e. Time & date of call
 - f. Credit card number. If no card is offered, service may try and 'upsell' the use of the card
 - g. Amount of gift
 - h. Thank you gift requested, and appropriate code
 - i. If no pledge is offered, must record the above information for the call and take any comments/questions/complaints
 - j. Other information as requested by GPB
 - k. Repeat all requested information back to the caller for verification purposes
7. During the membership campaign, must provide to GPB, every thirty (30) minutes, the break codes for answered breaks up until the time of report with following information attached to **each break**:
- a. Break code & time of break
 - b. Total number of pledges
 - c. Total dollars pledged
 - d. Total number of CHARGED pledges (included in 7b)
 - e. Total dollars CHARGED (included in 7d)
8. At the end of the broadcast day, must provide to GPB via FPT or E-mail the information in item 6. Information must be provided on an **individual basis** (per pledge/call), and in a format that can be uploaded directly into 'Team Approach' database software.
9. At the end of broadcast-day, provide GPB a 'switch-log' of all calls to hit the trunk of answering service. This log will show (in a format as yet to-be –determined between vendor and GPB) on a **per-hour** basis:
- a. Number of calls to hit the switch
 - b. Average length of time to answer
 - c. Number of lost calls
 - d. Number of answered calls
10. Billing Procedures
- a. Detailed documentation is required to support invoicing
 - b. Invoice is required within 30 days of completion of services to GPB
 - c. Consideration should be given to client by vendor for errors discovered in services provided by vendor. All errors must be supported by documentation from GPB.
 - d. If a high percentage of errors is detected (to be negotiated between provider and GPB), and GPB has necessary documentation to support the claim of errors-- fees from the breaks in-question will be refunded to GPB or be free of charge.
11. Training
- a. At the beginning of each pledge drive training must be provided for employees of successful offeror which must include use of script to be used.
 - b. Supervisor and/or management must at minimum spot monitor employee handling of telephone calls received to ensure employees are trained adequately.

II History

The following is a synopsis of information concerning GPB's contributors and our general telemarketing program over the past two years.

GPB is a statewide, joint-licensed network (9 television stations, 16 radio stations), which covers 100% of the state of Georgia. We also reach into parts of Florida, South Carolina, Alabama and Tennessee. There are presently more than 1,000,000+ weekly viewing households in GPB's coverage area. We are also in an overlap market with WPBA/WABE in Atlanta. We have an annual operating budget of approximately \$40 million. The membership department of GPB raised more than \$5 million during the last completed fiscal year.

GPB has approximately 51,000 current contributors. Our lapsed population is approximately 175,000 (going back to 1995). Our renewal series consist of seven letter and three telemarketing renewal campaigns. We have also begun segmenting members that were acquired during on-air campaigns and calling them 2 months earlier than the rest of the file.

Our current telemarketing program consist of three renewal campaigns which occur in the first, third and sixth hit of our monthly renewal series. Our lapsed telemarketing program consist of monthly "first year lapsed" campaigns and two to four deep lapsed campaigns. GPB also conducts one to two additional gift telemarketing campaigns throughout the fiscal year.

III. Evaluation Criteria

A GPB staff evaluation team will review all proposals. Recommendation for contractor selection or rejection of all proposals will be based on the criteria listed below.

1. Demonstrated ability to improve return on investment
 - a) contact rate performance
 - b) pledge rate performance
 - c) credit card rate performance
 - d) pledge fulfillment performance
 - e) net/pledge fulfillment performance
2. Examples of analysis and reporting
 - a) daily call reports
 - b) segmentation summaries
 - c) campaign finals
 - d) historical summaries
3. Cost
4. Ability to meet GPB's technical requirements for sharing data
 - a) prospect data files from GPB
 - b) pledge/charge data files from agency
 - c) data updates from agency - name/address/phone #'s changes, etc.

- d) pledge fulfillment data updates
- 5. Experience with other not-for-profit/public broadcasting campaigns
 - a) comparison/test results to other agencies/stations
 - b) comparison to other campaign segments
 - c) evidence of well developed proposal
 - d) evidence of 5 year minimum experience with other not-for-profit agencies (experience with public broadcasting preferred).
- 6. Likely to be effective partner with Marketing staff
- 7. Qualifications of employees
- 8. On going training procedures for calling staff
- 9. Call campaign flow chart and operational/management controls
- 10. References (5 minimum; 7 preferred)

IV. Specific Services

Vendor shall describe in paragraph form their capabilities to provide the following items. Vendor must respond to each question presented. Failure to submit requested materials, examples of data, or to respond to any questions posed may result in disqualification of the entire bid proposal.

1. Pre-campaign Consultation: The vendor shall provide consultation as to budgeting, campaign calendar, scripts and file segmentation. The vendor shall agree to communicate with GPB's Direct Marketing vendors (if needed) for matters related to the planning and execution of fund raising campaigns.

2. Computer Capability: Vendor must display the ability to upload and download all file data and transactions including name/address/phone number updates, pledges, credit card data, fulfillment and any additional data related to GPB's Team Approach donor base system. Correct and update current telephone numbers through periodic use of service such as Telematch.

Vendor shall be able to transfer, in both directions, via FTP and send e-mail attachments in both directions.

It is GPB's preference to provide data via FTP and receive data via FTP. Hardcopy reports may also be requested.

Please describe the service used to append telephone numbers by third party and how data file will be uploaded to GPB, as well as the recommended frequency of these updates.

3. Script Development: Vendor must have the ability to create and write scripts using most effective "offer" to prospects which generates highest pledge rate and which compliment GPB's current campaign theme. Vendor must have ability to perform offer tests, script tests or other marketing strategy tests.

Please furnish sample scripts for incoming calls drives offeror has handled.

4. Call Center Information: Please describe your automated incoming call system and methodology.

Please describe location where campaigns are to be conducted, as well as the account management team structure. Please submit staff biographies for senior and account management staff.

GPB will get one account representative to work with a designated member of GPB staff. How many other clients would this person typically be working with? This person must effectively work with the designated GPB staff. This person must also meet weekly with GPB staff by phone or in person and must provide weekly meeting agenda and analysis reports as requested.

The vendor must provide documentation/verification as to its registration and compliance with state agencies for any state requirements involving handling incoming fundraising calls in its home state and in GA, SC, AL, FL & TN. Is the offeror firm bonded/insured/indemnified? Vendor must provide documentation of same within ten (10) days of award notification.

How many employees will be used on a typical project? GPB will require a minimum number of callers in order to complete a pledge membership drive within a specified time period.

6. Daily and Post-Campaign Reporting and Analysis: GPB requires on a daily basis: number of contacts, total pledges, dollars pledged, credit card pledges, average gift, cost per contact and list penetration rates by campaign and by file segmentation. Reporting will be in the form of telephone updates, written reports, or downloading of pledge data. Post campaign analysis may include performance by file segmentation, fulfillment rates, by test segments, by historical summary and other reports as necessary to improve return on investment.

Please describe standard reports provided by vendor and timeline for receiving such reports, as well as specific examples of each report.

7. Vendor must ensure complete confidentiality of all records, contributor files and campaign results. The vendor must warrant that GPB's list will not be duplicated or used in any way other than specifically stated in this contract. GPB's lists can never be sold, rented, copied or shared in any way (see bond requirements).

V. Method of Pricing

Vendor shall list prices for items outlined below. If costs vary by quantity, vendor must specify quantity ranges and costs. Failure to submit will result in disqualification of entire bid proposal.

Vendor shall use the following conventions for completing the bid:

1. Please list all items specifying where costs are flat fees, cost per thousand, or other.
2. If a service or item is not available, please indicate "N/A".
3. If a service is available for no additional fee, please indicate "NO CHARGE".
4. If items are available but the charge is included with another fee, please make a notation or description.

1. Pre-campaign Consultation

- A. Consultation
- B. Clerical Support
- C. Out-of-Pocket Expenses (please describe)

2. Computer Capability

- A. Telephone number appending (cost per number). Is there a difference in cost by size of file?
- B. Merge/Purge and or name elimination
- C. File segmentation
- D. Post campaign data file updates (including phone number changes, address changes and call resolution codes.)
- E. Downloading data via FTP
- F. Sending data via email

3. Script Development

- A. Script development. Does the fee change for different types of campaigns, i.e. mid-level upgrades?
- B. Survey development. Include services and fees for survey data capture and transmittal.

4. Train Employee

- A. Training

56. Daily and Post-Campaign Reporting and Analysis

- A. Statistics by day/calling session/segment (cost per report)
- B. Statistics by campaign (cost per report)
- C. Standard pledge reports (cost per report)
- D. Custom pledge reports (cost per report)
- E. Non-contact completions (cost per report)
- F. Standard fulfillment reports
- G. Custom fulfillment reports

The vendor must supply verification/certification of meeting any and all state and federal incoming fundraising drtelemarketing firm registration and compliance requirements.

GPB may choose to conduct campaigns of various sizes. For example: one campaign may include 1,000 contacts, another campaign 50,000 contacts. Does this affect the price of any of the above rates? If yes, please outline price breaks and quantity benchmarks.

GPB may choose to conduct only one campaign or forty two campaigns during the year with one or more vendors. Does this affect vendor services or rates in any fashion? If yes, please define scope and limitations of services and list those rates for the above items.

GPB may choose to conduct different types of campaigns such as renewal, lapsed, additional gift, acquisition or survey. Does this affect the price in any fashion? If yes, please list those rates for the above items.

Section VI

A. Interviews

Georgia Public Broadcasting may require qualified offerors to participate in a detailed oral interview/demonstration to fully discuss their proposal and qualifications for this project and to answer questions posed by Georgia Public Broadcasting. Such an interview/demonstration will be in the presence of the GPB Selection Committee. A final

selection may be based upon the evaluation of both the written and oral responses of each offeror. All interviews must be arranged & conducted by GPB Purchasing staff.

- B. Submission of Proposal:
Proposal must be received at GPB no later than 4 pm on April 18, 2003.
- C. Basics of Award

See Evaluation & Evaluation Criteria.

Section VII The Proposal Format

- D. Preparing the Proposal

Begin each section and subsection on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped proprietary. It is not acceptable to label the entire proposal as confidential and proprietary.
- E. Executive Summary
An executive summary of not more than two pages stating the offeror's overview and understanding of the project shall precede the specific required sections.

Section VIII Evaluation Criteria

- A. Evaluation Criteria:
Proposal must include all elements as listed in the exact order as listed in evaluation criteria excluding cost.
- B. Method of Pricing:
Cost must be addressed under separate envelope as specified in this bid document & in exact order as listed in Section V. Proposal should include any additional cost not listed in Section VI. In this section, the offeror shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the GPB requirements. Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task. This method of pricing shall be used when specific fixed amounts cannot be identified.

Section IX Specific Services

Proposal must include all elements as listed in the exact order as listed in Section V. Proposal should include any additional services that offeror considers important that are not covered in this bid document.

- A. Business Stability:
History and Organizational Structure of the Firm B Provide a cover letter introducing the company and including the corporate name, address, and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with GPB for contract negotiation and the name of the account representative. A brief history of the company and the present organizational structure of the firm describing the management organization and this project's coordination

structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when.

B. Financial Status:

Describe the financial status of the firm in sufficient detail to demonstrate the company's financial capability to complete the contract. Have appropriate certification of the data provided (have bank letter; accounting certification, etc.).

C. Capabilities:

Describe in layman's terms a summary of what offeror can do providing parameters and limitations of capabilities.

D. Subcontractors:

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

E. Previous Default:

Indicate if you have ever been defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances.

Section X Evaluation

The GPB will review the responses to the RFP for Form, Content, and Compliance with the criteria listed herein. A GPB Evaluation Team will then conduct further evaluation of the responses that meet the initial criteria.

Points	Criteria
35	Methodology- Response specifics in terms of proposed methodology to be used in complying with Scope of Work Requirements.
25	Training- Response information as to specifics on when training conducted for employees; frequency of training (such as beginning of contract, on-going, monitoring of phone calls with intent to correct employee errors in handling).
20	Resume- Response provides "Resume" type information supporting offeror experience and capabilities including references that support experience.
10	Reporting- Response to & compliance with reporting/information to be provided to GPB as listed in Scope of Work.
10	Pricing Structure- Clarity of response in providing pricing for services to be performed as well as pricing stipulation in RFP.

Note: Maximum total points for a proposal response will be 100 points. The Selection Committee will recommend the offeror that is determined to be responsive and responsible with the highest overall score based upon the above maximum scores for each criteria element.

A vendor's ability to provide the services requested in this RFP will be evaluated, based on the quality of the vendor's response to criteria within each of the following categories:

The GPB reserves the right to conduct oral interviews with selected Vendors as part of the evaluation process. Vendor ability/cooperation as relates to attending the interview will be a consideration in the award. GPB will not reimburse vendors for any cost associated with preparing the proposal, providing information requested by GPB or attending interviews.

Special Notice

With the exception of the GPB Purchasing Office, no offeror shall contact any member or employee of GPB concerning the solicitation during the entire period of solicitation, proposal and evaluation. Such action could result in the offeror being removed from further consideration.

The successful bidder must utilize call centers physically located within the United States. Call Centers outside the United States will not be permitted.

Offerors are encouraged to read the non-appropriation clause in this bid document. Additionally, offerors must understand that GPB reserves the right to terminate immediately for reasons such as but not limited to successful offeror failure to perform in accordance with the contract and non-appropriation of funds.

Please do not call to check on the progress of the evaluations. All Offerors are encouraged to check the procurement registry website <http://procurement.state.ga.us/index.jsp>. Where the status of the evaluation for this Request for Proposals and the subsequent award will be posted.

Successful offeror will be required to provide a performance bond in the amount of \$50,000 to ensure compliance with PCI standards, to ensure the privacy of member records are maintained and ensure performance in accordance with the requirements of this bid document during the life of any contract or renewal of contract resulting from this bid document. Technical Proposal response should include an acknowledgment of the right to renew any award resulting from this bid document for up to four additional years in twelve month increments. All requirements of this contract including bond and PCI are renewed as a part of exercising a renewal option. Offerors should include in their cost proposal response pricing for the beginning or base year of a contract plus each additional option year. Should pricing be the same for the base year and all option year it should so be stated in the cost response of offeror. Failure to be clear in providing a response to any requirement of this bid document may be considered grounds to remove the offeror from further consideration.

It is the policy of Georgia Public Broadcasting not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, program, activity, or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity, or service, contact Compliance Coordinator
Mr. Mel Jones, 260 14th Street, NW, Atlanta, Georgia 30318, or phone (404) 685-2400.

Appendix D

Definitions

GPB	Georgia Public Telecommunications Commission D/B/A Georgia Public Broadcasting
COTR	Officer's Technical Representative. The person designated by Georgia Public Broadcasting as responsible for the management of all actions that must be taken to assure compliance with the terms of the contract after award. This person has authority to make all decisions excluding those related to contract price, terms, conditions and exercise of renewal options. The GPB Purchasing Office is the authority for all decisions related to contract price, terms, conditions and exercise of renewal options. Sometimes referenced as Contract Administrator .
IT	Information Technology
O.C.G.A.	Official Code of Georgia Annotated (State Statues).
RFP	Request for Proposal; A solicitation used when discussions may be required prior to contract award; a document used for soliciting competitive proposals.
SOW	Statement of Work. This may also be referenced as the purpose of the proposal.
Agency	Any and all State of Georgia departments, agencies, authorities, commissions, colleges, and universities.
Best Value	The expected outcome of an acquisition that, in the state's estimation, provides the greatest overall benefit in response to the requirement. Highlights the importance of technical merit and or performance of an offer to satisfy a particular requirement, relative to the importance of the price paid to satisfy a particular requirement.
Bidder	A vendor who returns a properly completed bid in response to a request for solicitation from an authorized state or Agency purchasing office. Bidder may also be referenced as offeror.
Can, May, Should	Used to express permissiveness
Contractor	Any responsible source who provides a supply or service to the State of Georgia.
Offeror	Vendor responding to this request for proposal.
Shall, Must, Is Required	Used to express a minimum requirement binding on either the vendor or the purchaser; words denote the critical to the delivery of the goods or performance of the services
Solicitation	A request to prospective vendors soliciting price quotation or proposal. Contains, or incorporates by reference, the specifications or statement of work, and all contractual terms and conditions
Purpose or Scope of Services	A document prepared by the requester and included in the requisition package, which delineates and fully describes the service to be performed or the required end result.

Statutes	Laws passed by Congress or a state legislature and signed by the President or the governor of a state, respectively, that are codified in volumes called “codes” according to subject matter.
Will	Used to express a declaration of purpose on the part of the purchase. The Management of all actions that must be taken to assure compliance with the terms of the contract after award

Appendix E

Small or Minority Business Form

- Can your company be classified a **Small Business** by the following definition:

Small Business-defined as an independently owned and operated entity that has either fewer than one hundred (100) employees or less than one million dollars (\$1,000,000) in gross receipts per year. (State Statue 50-5-121)

Yes (If yes, please check the following reason(s) that apply
 Less than 100 employees or,
 Less than \$1,000,000 in gross annual receipts

No

- Can your company be classified as a **Minority Owned Business** by the following definition?

Minority Owned Business-means a business that is 51% owned or controlled by one or more minority persons. Please indicate below if your firm is 51% owned or controlled by one of the minority groups listed.

African American _____% Asian American _____%
Hispanic/Latino _____% Pacific islander _____%
Native American _____%

Ownership: American Citizen Yes No

Are any of your suppliers minority and/or small business enterprises?
 Yes No

If Yes, please indicate the percentage of minority companies represented. _____%

If awarded a contract as a result of this solicitation, do you anticipate employing any small or minority subcontractors? Yes No

Appendix F



State of Georgia

Department of Revenue

Taxpayer Services Division

1800 Century Boulevard, Suite L-200

Atlanta, Georgia 30345-3205

Phone: (404) 417-4490 Fax: (404) 417-4318

Bart L. Graham
Commissioner

Denise Samuel
Director

(date)

In an effort to conduct an accurate review of the Vendor Approval Request please complete the following information:

- Vendor's Name:
- Physical Location Address:
- Federal Identification Number (FEI):
- Have you ever been registered in the State of Georgia?
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI):
 - Sales and Use Tax Number:
 - Withholding Tax Number:
- What type of service will you perform?
- Will you sell any tangible personal property or goods?
- Vendor Affiliate's Name:
 - FEI:
 - STI:
 - Sales and Use Tax Number:
 - Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

Contact Information

Telephone Number:

E-mail Address:

Appendix G

Bidder's Checklist

PROJECT: Membership Outgoing Calls Telemarketing Services

BID NO.: 177-08

- We certify by signature below that the Proposal/quote we have submitted complies with non-collusion stipulations of Georgia O.C.G.A. 45-10-20 et seq.
- We have read and understand each section of this BID DOCUMENT and that the person signing this bid response is authorized to sign bid documents.
- We have acknowledged receipt of addendum (addenda) number _____.
- Five (5) written copies (one original, four copies) & one CD ROM copy of entire quote response including pricing response have been provided & all signatures required by offeror.
- We certify by signature below that the proposal respondent has the financial ability to perform the services indicated in this document by meeting or exceeding the specifications on all deliverables.
- We have not placed any conditions, restrictions, or qualifications on this quote that will have the quote declared non-responsive.
- The Contractual Agreement Resulting from Solicitation, Offer And Award document of the Bid Document has been signed by an authorized principal or official of the firm. Note: Upon approval signature by GPB, this contractual agreement form constitutes an awarded contract which consists of the RFP(original bid document), the GPB notice of award, the GPB Purchase Order (and any purchase order issued for option year renewals of this contract), any GPB issued Addenda, the vendor bid response, and this form. The documents referenced as the contract for any award resulting from this bid document are intended to be a complete and final representation of any awarded contract.
- We understood and agree that this quote shall be valid and held open for a period of one hundred twenty (120) days from bid submission deadline.
- We certify by signature below that the bid respondent and any lobbyist employed by respondent comply with the Georgia Governor's Executive Order dated October 1, 2003 ("Providing For The Registration and Disclosure of Lobbyist Employed Or Retained By Vendor To State Agencies"). Respondent further understands the requirements for lobbyist include registration with the Georgia State Ethics Commission and to file disclosures required by Article 4 of Chapter 5 of Title 21 of the Official Code of Georgia Annotated.
- We certify by signature below that the quote respondent has not defaulted on any contractual agreement with any local, state or federal government agency.
- We certify by signature below that the quote respondent complies with State of Georgia Sales and Use Tax Registration requirements for business operations within the State of Georgia.
- The agreement, if awarded, shall constitute the entire agreement between the parties and all prior representation and agreements, whether written or oral, are merged within the agreement. The agreement shall become a valid and binding contract only when accepted and signed by an officer of the Contractor and when subsequently approved and signed by the appropriate representative of GPB. The contract shall not be changed, modified, or terminated and none of its terms or conditions shall be waived orally, but only in writing, signed by the appropriate representative of GPB and by an officer of the contractor. A waiver at any time of the terms and conditions of this contract shall not be considered a modification,

cancellation, or waiver of such terms and conditions. GPB intends to award a contract to a single firm, although GPB reserves the right to make no award, or an award to more than one firm or any combination of firms. Agreement(s) may be issued to awarded firm(s). Insurance documents will be required of the selected Contractor(s) prior to execution, if applicable. The final agreement will consist of the original bid document, the successful bidder response, the notice of award, the contractual agreement form, and the purchase order issued for the applicable fiscal year. No other documents are included unless specifically listed on the purchase order. The initial contract period for any award resulting from this bid document will be one year from date of award/issuance of a purchase order with two options to renew at the sole discretion of GPB. Offeror understands that offeror will be required to deliver all orders resulting from a contract awarded at the unit cost offered including all cost of delivery to GPB. Bids are to be firm net prices, F.O.B. destination to include all charges for delivery, unloading, placing in GPB designated delivery site building (as directed by authorities in the building at time of delivery), drayage, express, parcel post, packing, cartage, insurance, license fees, permits or any other costs. All shipments against any contract awarded as a result of this RFP will be inside delivery. Should individual orders be large enough to require that items be palletized items must be shrink wrapped. There shall be no additional charges for fork lifts, palletized and/or shrink wrapped delivery of items ordered. GPB does not provide or have fork lifts at delivery site.

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING THIS CHECKLIST

DATE

Bidder meets requirements/specifications as stated:

Yes _____ No _____

If no explain fully: _____

- Bidder should read the bid in its entirety before completing pricing information.

The above price bid response is submitted by Bidder State-

Legal Name Of Company: _____

Street Address: _____

City, State, & Zip: _____

Company Federal Tax ID Number: _____

(_____) (_____) _____
Business Telephone Number Facsimile Number

Type or Print Name of Person Submitting the Offeror Bid Response

Bidder E-Mail Address: _____

Signature of Person Submitting Offeror Bid Response

_____ Date Signed

Note: Proposal response should include the complete address of all call centers to be used as well as whether these call centers are owned by your company. This information must be provided in the technical response portion of your proposal as the last section of that portion of the proposal.

It is requested that the below label be completed with appropriate information requested and be taped to the lower left hand corner of the outer envelope or box of all proposals submitted in response to this Request For Proposals. Failure to do so may result in you proposal not being considered by the GPB Purchasing Office. Your cooperation in this matter is appreciated.

IMPORTANT — NOTICE TO BIDDER

*On the envelope submitting your bid, it is imperative:
That the bottom portion of this label be filled in and
pasted on the LOWER left corner.*

S E A L E D	BIDDER	B I D
	INVITATION NO.	
	DATE OF OPENING	
	TIME OF OPENING	
	P.M.	