



STATE OF GEORGIA
Board of Regents of the University System of Georgia
for and on behalf of
Georgia Public Library Service

REQUEST FOR PROPOSALS
For
Statewide Ground Delivery-PINES Courier
Service

RFP NUMBER:
98000-

For all questions about this RFP contact:
Annette Wilcox, Issuing Officer

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1.0 **INTRODUCTION**

1.1 **Purpose of Procurement**

The Board of Regents of the University System of Georgia for and on behalf of Georgia Public Library Service (“GPLS”) is requesting proposals for statewide ground delivery service-PINES courier services. The objective of this procurement is to obtain the services of a qualified firm for GPLS to provide courier services to Georgia public libraries throughout the State of Georgia.

1.2 **Proposal Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the Department of Administrative Services certifies the use of competitive sealed bidding will not be practical or advantageous to the State 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 Proposals will be governed by the following schedule:

DATES

January 2, 2008	Release of RFP
January 14, 2008	Deadline for written questions
January 17, 2008	Answers to written questions posted on the Georgia Procurement Registry
February 5, 2008 1:00 EST	Proposals due
To be determined	Oral presentations (if required)
February 19, 2008	Notice of Intent to Award (on or about)
March 1, 2008	Contract award (on or about)
To be determined	Contractor begins work (on or about)

1.4 Restrictions on Communications with Staff

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 to the Issuing Officer:

Annette Wilcox

RFP Number: 98000-80

The Board of Regents of the University System of Georgia

Suite 7096A

270 Washington Street S.W.

Atlanta, Georgia 30334

Fax: (404) 657-1538

E-Mail: annette.wilcox@usg.edu

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

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The State reserves the right to reject the proposal of any Offeror violating this provision. All questions concerning this RFP must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the State.

1.5 Definition of Terms

Agency – office, agency, department, board, bureau, commission, institution, authority, or other entity of the State of Georgia

DOAS – Department of Administrative Services

Georgia Vendor Manual – Information and instructions for conducting business with the State of Georgia Located at:

http://statepurchasing.doas.georgia.gov/vgn/images/portal/cit_11783501/37106725vendormanual.pdf.

OCGA - Official Code of Georgia Annotated (State Statute)

Offeror – Respondent to this Request for Proposals

RFP - Request for Proposals

1.6 Contract Term

The initial contract term is one (1) year, or less, from contract award through June 30, 2008, with four (4) additional one (1) year options to renew. Renewal periods will be based on the Fiscal Year period beginning July 1 and ending June 30. Renewal will depend upon funding, and Contractor performance. Contract award will be by the issuance of a Notice of Award document. Renewal will be accomplished through the issuance of Notice of Award Amendment.

1.7 Background

GPLS is requesting proposals for PINES courier service. The objective of this procurement is to obtain the services of a qualified firm for GPLS to provide courier services to Georgia public libraries. This includes 45 public library systems within the State of Georgia.

GPLS improves the quality of life for Georgians by providing information and by encouraging reading, literacy and education through the continuing support and improvement of Georgia's public libraries. GPLS administers a statewide integrated library system ensuring that citizens living in any community in Georgia have access to materials across the state. Georgia Library PINES, a program of GPLS, is the public automation and lending network for 252 libraries in 123 counties. PINES creates a statewide "borderless library" that provides equal access to information for all Georgians. Georgians with a PINES library card have access to materials beyond what is available on their local shelves and enjoy the benefits of a shared collection of approximately 8 million books, tapes, CDs and videos that can be delivered to their home library free of charge.

Patrons of PINES Library may request books, tapes, CDs and videos from any PINES Library across the state. PINES patrons may also visit and borrow books, tapes, CDs and videos from any library across the state and return those materials to their home library at no charge. PINES Libraries need a way of transporting these library materials safely, quickly and economically from one library location to another.

All shipments will be in zippered pouches, jiffy bags, boxes or other clearly marked packages. No single package will weigh more than 25 pounds. All packages will be clearly addressed. GPLS will provide the vendor a printed list with all delivery and pickup locations not less frequently than once a year and will maintain a current list of such locations electronically. GPLS will notify the vendor of service changes a minimum of two business days prior to the effective date of the change.

2.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given. Offeror must prepare and submit a Guide to

Mandatory Requirements which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

2.1 Offeror Qualification Requirements

1. The vendor must have a minimum of three (3) years experience in providing courier services on a scope as required by this procurement.
2. The vendor must provide service to every city listed in Appendix G. Pursuant to the terms of this RFP, GPLS will contract for service to the headquarters of each library system as shown in Appendix G. Each library system may elect to contract directly with the vendor for local service. The final list of sites and number of stops per week will be determined and finalized as part of the Contract.
3. The vendor must organize and manage routes and transfers between depots and interact with the agent concerning all operational matters to ensure compliance with terms of the Contract.
4. The vendor must provide indoor sorting facilities protected from the elements. The vendor's vehicles must be covered and protected from the elements.
5. The vendor must devise and manage an agreed upon schedule of deliveries and provide a mechanism for handling schedule changes and missed deliveries.
6. The vendor must be able to add stops to any location within the State of Georgia upon request of GPLS within one week of written request from GPLS.
7. Service must be provided by the vendor on a per stop basis, regardless of the number of pouches/containers being shipped and received at the final stop. The vendor's vehicles must be appropriately sized for the volume of each library stop(s). Service must be provided regardless of whether the driver has anything to drop off at the stop. All items must be picked up that are ready to be shipped by the library system. If volume exceeds the limit the driver can safely carry, a backup driver should be dispatched to complete the daily pickup.
8. The vendor must deliver pouches/containers to sites receiving five-day a week delivery no later than two business days following pick up in 80% of cases and no later than three business days in 100% of cases.
9. The vendor must provide service guarantees with financial penalties for not meeting turnaround time.
10. The vendor must accommodate library closings when notified at least two business days in advance.
11. The vendor must provide name, address, telephone number and e-mail address for a primary customer service representative for GPLS staff to telephone and send e-mail

messages to regarding missed stops, scheduled changes, expected materials that have not been delivered, damaged materials and any other service issue. This person or such person's designee shall promptly resolve problems and contact GPLS to report on the resolution of such issues. If issues are to be submitted electronically, the vendor should supply website URL and sample login for review.

- 12. The vendor must provide regular reports on volume, turnaround times, problems and resolutions.
- 13. The vendor must provide a list of any contractor/subcontractor that the vendor desires to utilize for any of the services. Contractor/subcontractors are subject to approval of GPLS. All approved subcontractors will be required to comply with the requirements of the Contract.
- 14. The vendor must provide a list of depots handling pouches/containers and contact information so in the event satisfaction is not being received by the actions of the primary customer service representative, direct contact can be made with the responsible depot.
- 15. The vendor must provide a designated contact person for resolution of questions relating to invoicing and payment.
- 16. The vendor's personnel will be responsible for initialing a statistical record at each stop. This record will be the final arbiter of questions regarding missed stops.
- 17. Any undeliverable pouch/container will be treated as if the receiver is GPLS and shall be delivered to the offices of GPLS in Atlanta, Georgia. Pouches/containers addressed outside the agreed upon list of delivery sites will be treated as undeliverable and delivered promptly to the offices of GPLS in Atlanta, Georgia.
- 18. The vendor shall accept for delivery to designated stops materials that have been packaged in nylon zipper bags, jiffy bags, boxes or other clearly marked packages. The vendor will accept sealed packages up to 25 pounds in weight.
- 19. Pouches/containers will be picked up and delivered at the designated location within each building on the list.
- 20. Deliveries/pickups will occur between 9:00 a.m. and 5:00 p.m. on the designated days. Five day a week stops will receive service Monday – Friday. The vendor will accommodate two, three and four day a week service upon request.
- 21. The following holidays will be observed:

New Years Day	Thanksgiving Day
Martin Luther King Jr. Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	New Years Eve Day

22. The vendor will submit detailed invoices to GPLS monthly. The vendor will provide such backup for these invoices as may be requested by GPLS from time to time.
23. The vendor will endeavor to make stops at each facility at approximately the same time each day.

2.2 Business Requirements

1. The vendor will comply with the insurance requirements of the Sample Contract (Appendix D)

2.3 Submission Requirements

1. The Offeror must submit the Proposal Certification with original signature (Appendix A).
2. The Offeror must submit a completed Small or Minority Business Form (Appendix B).
3. Any exceptions to the State's Sample Contract (Appendix D) must be clearly identified and submitted with the Offeror's Technical Proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 2.0.
4. The Offeror must submit a Technical Proposal detailing the proposed approach to performing all of the services requested under Section 3.0. The Offeror will submit one hard copy of the Technical Proposal with original signatures, and three copies, plus two CDs.
5. The Offeror must submit a completed Financial Proposal (Appendix E). The Offeror will submit one hard copy of the Financial Proposal with original signatures, and three copies, plus two CDs.
6. The Offeror must submit a Guide to Mandatory Requirements referencing the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

NOTE: If there is a discrepancy between a hard copy submission and the companion CD submission, the CD will take precedence.

3.0 TECHNICAL PROPOSAL

This section identifies the information which must be submitted in the Technical Proposal. Offeror must demonstrate their ability to satisfy all Qualification and Technical Requirements as well as detail their plan to perform the required services. The Technical Proposal must be structured in the following order and labeled with the corresponding titles stated below using the same outline numbers.

3.1 Company Background and Experience

Offeror will describe their background, relevant experience and qualifications, including, but not limited to the following:

3.1.1 Company Structure

The Offeror will include in the proposal the legal form of their business organization, the state in which incorporated or legally formed (if a corporation, limited liability company or other similar entity), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFP.

3.1.2 Experience

The Offeror must have at least three (3) full consecutive years experience in performing courier services similar to the services to be provided pursuant to this procurement.

The Offeror will provide a list of all clients for whom similar services, as detailed in this RFP, have been provided during the past three years. The list must include:

- dates of service
- name of contact person
- title of contact person
- phone number of contact person

The Offeror will also disclose any services terminated by the client(s) and the reason(s) for termination.

3.1.3 Financial Stability

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution's letterhead, stating the Offeror's financial stability.

3.1.4 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.

4.0 **PROPOSAL SUBMISSION AND EVALUATION**

4.1 **Process for Submitting Proposals**

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 presentation. If supplemental materials are a necessary part of the technical proposal, the Offeror should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

4.1.2 **Packaging of Proposal**

The Offeror's proposal in response to this RFP must be divided into two appropriately labeled and sealed packages - a Technical Submission and a Financial Proposal.

The contents of each package will include:

1. Technical Submission
 - Proposal Certification (Appendix A)
 - Small or Minority Business Form (Appendix B)
 - Contract Exceptions (Appendix D)
 - Technical Proposal, addressing all requirements in Section 3.0
 - Guide to Mandatory Requirements
2. Financial Proposal
 - The Offeror must use the Financial Proposal form (Appendix E)

Do not include cost information in the Technical Proposal

Mark the outside of shipping package as follows:

Name of Company
Phone Number and Point of Contact for Company
RFP #: 98000-??

Due no later than February 5, 1:00 P.M. Eastern Time

4.1.3 **Number of Proposal Copies**

1. Technical Proposal
 - an original (marked "Original")
 - three (3) copies
 - two (2) CDs (in Microsoft Office format, Windows 2000 version or more recent)

2. Financial Proposal

- an original (marked “Original”)
- three (3) copies
- two (2) CDs (in Microsoft Office format, Windows 2000 version or more recent)

Offerors who do not have the capability of providing CDs may substitute 3.5” diskettes.

Technical Proposal and Financial Proposal CDs or diskettes must be labeled and packaged separately.

4.1.4 Submission of Proposals

Proposals must be submitted to:

The Board of Regents of the University System of Georgia
Suite 7096A
270 Washington Street S.W.
Atlanta, Georgia 30334
Attention: Annette Wilcox

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

4.2 Evaluation Process

The evaluation of proposals received on or before the due date and time will be conducted in the following phases.

4.2.1 Administrative Review

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

1. Submitted by deadline
2. Separately sealed Technical Submission and Financial Proposal
3. All required documents have been submitted
4. Technical Submission does not include any information from the Financial Proposal
5. All documents requiring an original signature have been signed and are included

4.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 2.0 are addressed satisfactorily.

4.2.3 Technical Proposal Evaluation

Proposals which pass the Mandatory Requirements Review will be reviewed by the Technical Evaluation Team for quality and completeness. Technical proposals will be evaluated and scored in categories and may receive a maximum of 600 points.

The following are the maximum possible points of each category:

<u>Category</u>	<u>Maximum Points</u>
Proven service capabilities and overall quality and completeness of service according to mandatory requirements	300 Points
Review of plan for how requirements will be met	150 Points
Ability to meet other project specifications	150 Points

The Technical Proposal with the highest technical score will be adjusted up to 600 points. All other Technical proposals with 450 or more points (75% of maximum points available) will receive a prorated technical score calculated using the following formula:

$$P/H \times (\text{Maximum points available for Technical Proposal}) = V$$

Where: P = Technical score of the proposal being adjusted
H = Original technical score of the highest ranking proposal
V = Assigned points for proposal being adjusted

4.2.4 Oral Presentations

The State reserves the right to invite Offerors to present their technical solution to the Technical Evaluation Team. The Financial Proposal must not be discussed during the oral presentation.

4.2.5 Financial Proposal Evaluation

Offerors will use only the Financial Proposal Forms provided with the RFP (Appendix E).

Only those Technical Proposals which pass the technical review with a score of 450 (75% of the maximum available technical score) or higher will have their Financial Proposals reviewed by the agency's Issuing Officer. Financial Proposals can receive a maximum of 400 points (the difference in the number of points in the maximum technical score and 1000 points). The Financial Proposal with the lowest cost to the State will be awarded the full 400 points. All other Financial Proposals deemed to be acceptable will receive a prorated score calculated using the following formula:

$$L/P \times (\text{Maximum number of points available for Financial Proposal}) = V$$

Where: L = Total Cost of the proposal with the lowest cost to the State
 P = Total Cost of the proposal being adjusted
 V = Assigned points for proposal being adjusted

4.2.6 Identification of Apparent Successful Offeror

The resulting Financial Proposal scores will be combined with the Technical Proposal score. The Offeror with the highest combined technical and financial score will be identified as the apparent successful Offeror.

4.3 Rejection of Proposals/Cancellation of RFP

The State reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State. It is also within the right of the State to reject proposals **that do not contain all elements and information requested in this document**. The State reserves the right to cancel this RFP at any time. The State will not be liable for any cost/losses incurred by the Offerors throughout this process.

5.0 TERMS AND CONDITIONS

5.1 Vendor Registration System

Vendors must be registered in the web-based Vendor Registration System in order to do business with the State. This system also allows vendors to receive automatic electronic notification of bid opportunities from the State of Georgia and other governmental entities within Georgia 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

The State 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.

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. The State will not provide reimbursement for such costs.

5.5 Sample Contract

The Sample Contract, which the Agency intends to use with the successful Offeror, is attached to this RFP and identified as Appendix D. 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.

Prior to award, the apparent winning Offeror will be required to enter into discussions with the State to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the Offeror's proposal.

The State reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

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 Minority Business Policy

It is the policy of the State of Georgia that minority business enterprises shall have a fair and equal opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to

sub-contract portions of any State contract to minority business enterprises. For information, contact the Vendor Relations Coordinator referenced in section 5.9.

5.8 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 in section 5.9.

5.9 Vendor Relations Administrator

The Vendor Relations Coordinator may be contacted at the following address:

Vendor Relations Administrator
Department of Administrative Services
200 Piedmont Avenue, S.E.
Suite 1308, West Tower
Atlanta, Georgia 30334-9010
Telephone: (404) 657-6000
Fax: (404) 657-8444

5.10 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 to 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.

5.11 ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.12 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 will be required to complete and submit to the Agency the Sales and Use Tax Registration form (Appendix C). If the completed Sales and Use Tax

Registration form is not received by the Agency within one week of the issuing of the Notice of Award, the Agency may, at its sole discretion, eliminate the apparent successful Offeror from consideration and award the Contract to another Offeror.

5.13 Compliance with Laws

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

5.14 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.

Appendix A

PROPOSAL CERTIFICATION

We propose to furnish and deliver any and all of the goods and/or services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the Georgia Vendor Manual, located at:

http://statepurchasing.doas.georgia.gov/vgn/images/portal/cit_11783501/37106725vendormanual.pdf, and any modifications or attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Agency, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Agency.

It is understood and agreed that we have read the specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our original signature, entered below, we guarantee and certify that all items included in this proposal meet or exceed any and all such stated specifications.

We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications. It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

The Vendor also certifies that the Vendor and its Lobbyists have complied with the Lobbyist Registration Requirements in accordance with the Georgia Vendor Manual.

Authorized Signature _____ Date _____

Print/Type Name _____

Company Name _____

Address: _____

Phone Number: _____ E-Mail: _____

Appendix B

SMALL OR MINORITY BUSINESS FORM

- Can your company be classified as 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 Statute 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 C

SALES AND USE TAX REGISTRATION

Section 50-5-82, of the Official Code Georgia Annotated (OCGA) prohibits the Department of Administrative Services or any other state agency from awarding a contract to an Offeror who is a “prohibited source” as determined by the Department of Revenue. The following information is required prior to award:

Vendor Name: _____

Principal Name (Parent Company): _____

FEI: _____

Affiliate Name (Distributor): _____

FEI: _____

Vendor Sales Tax Number: _____

Type of Product or Service: _____

What type of service will your company be performing? _____

Will your company sell any tangible personal property? _____

Authorized Signature

Print Name

Date

Appendix D

AGENCY STANDARD CONTRACT

STATE OF GEORGIA
The Board of Regents of the University System of Georgia
for and on behalf of
Georgia Public Library Service
Statewide Ground Delivery – PINES Courier Service
CONTRACT NUMBER _____

AGREEMENT made by and between **Insert Vendor Name** hereinafter referred to as “Contractor”, and the **Board of Regents of the University System of Georgia, by and on behalf of Georgia Public Library Service**, an agency of the State of Georgia hereinafter referred to as “GPLS”.

WHEREAS, the Georgia Department of Administrative Services, “DOAS”, is charged with the responsibility of procuring goods and services on behalf of state agencies pursuant to OCGA 50-5-050 et seq.; and

WHEREAS, GPLS has caused Request for Proposals # _____, the “RFP”, to be issued ; and

WHEREAS, GPLS has received from Contractor a proposal in response to the RFP, “Contractor’s Proposal”; and

WHEREAS, Contractor’s Proposal was deemed to be the proposal most advantageous to the State;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

1. Subcontractor Payment Quarterly Report
On the tenth day of the first month of each calendar quarter, the Contractor shall provide a report of all payments, that together total more than \$2500 to any single subcontractor, supplier, business partner, joint venture and/or agent, that the contractor has used to fulfill the requirements of this contract. The report shall provide the name of the business, their Federal Employment Identification (FEI) number, the purchase order or contract number and the amount paid. Again, reports are due on the 10th day of January, April, July, and October for the previous quarter. All reports shall be forwarded to: Department of Administrative Services, Vendor Relations, 200 Piedmont Avenue, Suite 1308, West Tower, Atlanta, GA 30334.
2. Incorporation of Documents
The RFP (and any documents referenced therein) and Contractor's Proposal (including any best and final offer) are incorporated into this Contract by reference and form an integral part of this Contract. In the event of a conflict between the language of the RFP and the Contractor's Proposal, the language

in the RFP shall govern. In the event of a conflict between the language of this Contract and any other document or instrument incorporated herein, the language of this Contract shall govern.

3. Services/Statement of Work

Contractor agrees to provide all of the goods, services and other deliverables required in the RFP, plus those goods, services and deliverables as may additionally be described in Contractor's Proposal (collectively, the "Deliverables").

4. Inspection Of Work Performed

GPLS or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

5. Contractor's Personnel and Staffing

Contractor warrants that all persons assigned by it to perform work under this Contract shall be employees or authorized subcontractors of Contractor and shall be fully qualified, as required in the RFP and specified in Contractor's Proposal, to perform the work required herein. Personnel commitments made in Contractor's Proposal shall not be changed unless approved by GPLS. Staffing will include the named individuals at the levels of effort proposed.

Contractor shall provide and maintain sufficient qualified personnel and staffing to enable the Deliverables to be provided in accordance with the RFP and Contractor's Proposal. Contractor warrants that Contractor will comply with all staffing/personnel obligations set out in the RFP, including but not limited to those pertaining to security, health, and safety issues.

6. Use of State Vehicles

State vehicles shall not be used in the performance of this Contract.

7. Payment for Services

Payment shall be made by GPLS to Contractor for services, that are actually performed, and, if applicable, products actually delivered, in accordance with the specifications of the Request for Proposal. The procedure for billing and payment for Contractor Services and other deliverables shall be that specified in the Request for Proposal.

Notwithstanding anything in the RFP or Contractor's Proposal, GPLS shall have the right to withhold or deduct payments in the event of Contractor nonperformance.

8. Independent Contractor Relationship

In its relationship with GPLS and the State and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of GPLS or the State. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the State or any of its agencies.

9. Duration of Contract/Renewal

This contract shall begin on the effective date of the Contract and continue through end of the then current State fiscal year (June 30, 2007). GPLS shall have the option, exercisable in its sole

discretion, to renew this Contract upon the same terms and conditions, for up to four (4) additional periods of one (1) fiscal year each (July 1st – June 30th).

10. Funding

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that UGA, as an agency of the State of Georgia, is prohibited from pledging the State's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of UGA as of that moment. UGA shall remain obligated to pay for Services performed and accepted by UGA prior to such termination. The determination of UGA of the events stated above shall be conclusive.

11. Indemnification

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia, UGA and their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs, or expenses, including attorneys' fees, for bodily injury or property damage, of any nature, caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor.

This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the situation giving rise to the claim; or the Indemnity claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties is partially responsible for the events giving rise to the claim, Contractor's indemnification hereunder shall apply only to the extent that Contractor contributed to the events.

The indemnification does not apply to the extent of the intentional misconduct or sole negligence of the Indemnitees, their officers, or employees.

To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnitees, and the Fund, and insurers participating thereunder, to the full extent of this indemnification.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss, or damage entered into by Indemnitees shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss, or damage entered into by Contractor shall be binding upon Indemnitees unless approved in writing by Indemnitees.

12. Publicity

Any publicity given to the program or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor shall identify GPLS as sponsoring institutions, and shall not be released prior to approval by GPLS; however, Contractor may reference this Contract in proposals for other contracts without the approval of GPLS.

13. Ownership of Documents

Any documents or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Services shall be deemed property of GPLS and all

right, title, and ownership interest in any such documents shall vest in GPLS immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

14. Insurance

Contractor shall procure and maintain insurance, that shall protect the Contractor and the State from any claims for bodily injury, property damage, or personal injury, which may arise out of operations under the Contract. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish the State an insurance certificate listing the State as certificate holder. The insurance certificate will document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect the State. In addition, the insurance certificate must provide the following information:

- A. Name and address of authorized agent.
- B. Name and address of insured.
- C. Name of insurance company (licensed to operate in Georgia).
- D. Description of coverage in standard terminology
- E. Policy period.
- F. Policy Number.
- G. Limits of liability.
- H. Name and address of certificate holder.
- I. Acknowledgment of notice of cancellation to the State.
- J. Signature of authorized agent.
- K. Telephone number of authorized agent.
- L. Details of policy exclusions in comments section of Insurance Certificate.

Contractor is required to maintain the following insurance coverages for the duration of the Contract:

- M. Workers' Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that Contractor qualifies to pay its own workers' compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage.
- N. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- O. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.
- P. Commercial Umbrella Policy (Occurrence), that must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to GPLS. Certificates of

Insurance showing such coverage to be in force shall be filed with GPLS prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GPLS. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

15. Obligations to Maintain Confidentiality

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for GPLS may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

16. Termination

GPLS shall have the right to terminate this contract in whole, or any assignment of work made to Contractor hereunder, for any reason, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Except as otherwise stated herein, Contractor shall receive compensation for any of the services performed and accepted prior to such termination in accordance with terms and conditions of this Contract. Notwithstanding any other provisions of this Section, GPLS may terminate this Contract immediately without further notice upon the occurrence of a material breach of this Contract by the Contractor.

17. Parties Bound

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

18. No Assignment, Delegation or Subcontracting without Consent of GPLS

Except as may be expressly agreed to in writing by GPLS, Contractor shall not subcontract, assign, delegate, or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. Contractor shall not assign or otherwise transfer any of its rights, interests or benefits under this Contract, without the prior written consent of GPLS. No subcontract that Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract. Contractor shall give GPLS immediate written notice by registered or certified mail of any action or suit filed against it by any subcontractor and of any claim made or suit filed against Contractor, any subcontractor, or supplier that is, in any way, related to this Contract.

19. Cooperation with other Contractors

In the event that GPLS has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such

other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

20. Contractor Accounting Requirements

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "Records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to GAAP/GASB and the costs properly applicable to the Contract shall be readily ascertainable there from.

21. Records Retention

Contractor agrees to make available at all reasonable times during the period set forth below any of the Records of the contracted work for inspection or audit by any authorized representative of DOAS or the Georgia State Auditor. Contractor shall preserve and make available its Records for a period of five (5) years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the Records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor or any of his duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

22. Time of the Essence

Time is of the essence.

23. Trading with State Employees

The provisions of Official Code of Georgia Annotated, Sections 45-10-20 et seq., have not and must not be violated under the terms of this Contract.

24. Governing Law/Venue

This contract is deemed to be made under and shall be construed in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

25. Taxes

Contractor shall forthwith pay all taxes lawfully imposed upon it with respect to this Contract or any product delivered in accordance herewith. GPLS makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity. Upon request GPLS shall provide Contractor with a certificate of any tax exemptions which apply to this Contract.

26. Amendments in Writing

Except as otherwise provided in this Contract, no amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of all parties.

27. Section Titles not Controlling

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

28. Notices

All notices provided for herein shall be deemed duly given upon delivery if delivered by hand, or three days after mailing. Notice shall only be given to the following persons or officials at the following addresses:

A. Contractor:

Contractor Address
Contractor Address
Contractor Address
Contractor Address

B. GPLS:

Georgia Public Library Service
1800 Century Place, Suite 150
Atlanta, Georgia 30345
Attention: Julie Walker

29. Compliance with Laws and GPLS Policies

Contractor shall perform its obligations hereunder in accordance with all applicable Federal, State, and local governmental laws and regulations now or hereafter in effect. Contractor and Contractor's personnel shall also comply with all State and GPLS policies and standards in effect during the performance of the Contract, including but not limited to the GPLS policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor agrees that any failure by Contractor or Contractor's personnel to comply with any of the obligations of this Section may be treated by GPLS as a material breach of this Contract by Contractor.

30. Entire Contract

This Contract instrument, including all incorporated documents, contains the entire Contract between the parties with regard to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

31. Severability

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part" of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

32. Limitation of Liability/Exceptions

Except as otherwise provided in this Contract, Contractor shall not be liable to GPLS and the State of Georgia for remote or consequential damages. Nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against GPLS and the State.

33. Drug-Free Workplace

Contractor hereby certifies as follows:

- A. Contractor must not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, as defined under Official Code of Georgia Annotated Section (“OCGA”) 50-242(5) and Section 50-24-3(b), throughout the duration of this Contract.
- C. Contractor must secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: “As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to Contractor that a drug-free workplace must be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of OCGA 50-24-3.”

Contractor may be suspended, terminated, or debarred if it is determined that:

- 1. Contractor has made false certification here in above; or
- 2. Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3E.

EACH PERSON SIGNING BELOW ON BEHALF OF A PARTY REPRESENTS THAT SHE/HE IS DULY AUTHORIZED AND FULLY EMPOWERED TO BIND SUCH PARTY TO THIS CONTRACT. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AS INDICATED BY THEIR SIGNING OF THIS CONTRACT DOCUMENT ON THE DATES SET OUT BELOW.

CONTRACTOR:

By: _____ Date: _____

Printed Name and Title: _____

The Board of Regents of the University System of Georgia, by and on behalf of Georgia Public Library Service

By: _____ Date: _____

Printed Name and Title _____

Appendix E

FINANCIAL PROPOSAL

Offeror Name: _____

The Proposer shall provide the services for the following sum for the current volume of 75,000 per month: _____

To accommodate growth over a five year period, provide a sum for service at each of the following thresholds for volume:

- 85,001-95,000: _____
- 95,001-105,000: _____
- 105,001-115,000: _____
- 115,001-125,000: _____
- 125,001-135,000: _____
- 135,001-145,000: _____

Use the table below to consider all costs in providing this service and provide details of cost in each category in order to arrive at the sum for providing service above.

Volume (Items per month)	Per Stop Charge	Sorting	Line Hauls/ Transportation	Facilities/ Rent	Other (please specify)	Other (please specify)
75,000-85,000						
85,001-95,000						
95,001-105,000						
105,001-115,000						
115,001-125,000						
125,001-135,000						
135,001-145,000						

Any proposals not providing a complete financial proposal will be rejected.

Appendix G

Site addresses: See accompanying documentation