



# Statewide Contract Information Sheet

<b>Statewide Contract Number</b>	<b>99999-SPD-SPD0000210-0004</b>	<b>NIGP Code(s)</b>	<b>See page 6</b>
<b>Name of Contract</b>	<b>Audiovisual Equipment and Related Services</b>		
<b>Effective Date</b>	<b>06/16/2023</b>	<b>Expiration Date</b>	<b>06/15/2026</b>
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# Supplier Information Sheet

Contract Information	
<b>Statewide Contract Number</b>	<b>99999-SPD-SPD0000210-0004</b>
<b>PeopleSoft Supplier Number</b>	<b>0000057727</b>
Supplier Name & Address	
Atlanta Soundworks, Inc. dba ASW ( <b>Awarded Category 1 &amp; Category 2</b> ) 580 Marksmen Ct. Fayetteville, GA 30214	
Contract Administrator	
Bryan Patten Director of Sales 770-716-7400 ext. 1009 <a href="mailto:bryan@aswav.com">bryan@aswav.com</a>	
Contact Details	
<b>Ordering Information</b>	Atlanta Soundworks, Inc. dba ASW 580 Marksmen Ct. Fayetteville, GA 30214 <a href="mailto:accounting@aswav.com">accounting@aswav.com</a>
<b>Remitting Information</b>	Atlanta Soundworks, Inc. dba ASW 580 Marksmen Ct. Fayetteville, GA 30214
<b>Discounts</b>	See Supplier Specific Discount Price Sheet
<b>Payment Terms</b>	Net 30 Days
<b>Bid Offer includes</b>	State and Local Government
<b>Acceptable payment method</b>	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.



## Key Benefits

### Key benefits of the contract include:

- Diverse Supplier base representing all the necessary manufacturers.
- Varying discounts per manufacturer and per which manufacturers Suppliers can sell.
- Minimum discounts remain constant throughout the term of the contract, including any renewals.
- Easy to order and compare pricing in Team Georgia Marketplace.
- High level of customer service support, before and after the sale of goods/services.
- Project Management & System Integration.

## Contract Term, Renewals, Extensions

Current Term End Date: 06/15/2025  
Renewal 1: 06/16/2025 to 06/15/2026

## DOAS Contact Information

### **Duane Tomlinson**

Contract Management Specialist  
Email: [duane.tomlinson@doas.ga.gov](mailto:duane.tomlinson@doas.ga.gov)  
Telephone: 404-850-4075

For Team Georgia Marketplace question(s)

### **Procurement Help Desk**

Telephone: (404) 657-6000  
Fax: (404) 657-8444  
Email: [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)



# Ordering Instructions

## Ordering Instructions for Atlanta Soundworks, Inc.:

1. The cost structure for this contract is Percentage Discount off MSRP (i.e., manufacturer Catalog/Manufactured Suggested Retail Price, Private Label Catalog, Commercial Price Book, etc.) for Audiovisual Equipment Manufacturer/Brand for Equipment and Hourly Rate per Job Title for Professional Services. The discount includes all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc.)
2. Each Suppliers' discount price list is available under their Supplier profile in Team Georgia Marketplace together with Supplier contact information, eVerify, certificate of insurance, and executed contract.
3. To obtain product and pricing information and receive a quote, please contact the Suppliers directly. Orders will be placed and processed outside of Team Georgia Marketplace due to the nature of this contract.
  - a. NOTE: For Category 2 – Audiovisual Solutions, all pricing or charges related to travel and/or lodging must be itemized in a quote at the point of sale. In addition, if the Supplier is charging for travel and/or related expenses it must be aligned with the state's current travel policy or as it may be amended from time to time. Suppliers can review the State's travel policy at <https://sao.georgia.gov/travel/state-travel-policy>.
4. Supplier's quotes should list awarded Supplier's assigned Statewide Contract number and must include a detailed breakdown of cost for equipment and/or services (model numbers, specific versions of equipment, misc. materials, etc.)
  - a. It is best practice to seek quotes from multiple suppliers.
  - b. All Audiovisual projects and integrations that include professional services provided by Supplier, should be formally managed by a full time, in-house employee of the Supplier whose primary role is project management. All major components of the project should be detailed and outlined using a Comprehensive Scope of Work, either the Comprehensive Scope of Work Template provided or a Supplier specific Comprehensive Scope of Work. The Comprehensive Scope of Work should clearly state all necessary steps and requirements of the project and the process to fully achieve the Authorized User's project goals. Each phase/milestone of the project should also clearly indicate the line-item price of each component included in each phase. Milestone payments are allowed for Audiovisual Solutions Projects but should be fully agreed upon by both Authorized User and Supplier before the project can commence. Authorized User and Supplier shall both sign off on the acceptance of the project for each milestone phase before any payment is made. Any change in key personnel of the project shall be communicated in writing to the Authorized User.
  - c. In addition to clearly stating all necessary steps, requirements, phases, milestone payments outlined in the agreed upon Comprehensive Scope of Work. The Scope of Work should include written specifications that define the overall system quality expectations, a bill of materials or equipment listing.
5. All integrated Audiovisual Solutions and related services should be purchased using a Purchase Order. Equipment should be purchased using either a Purchase Order or a Procurement Card (P-card). For more information regarding how to obtain or use a P-card, Contact the State Cards Program Manager at [pcard@doas.ga.gov](mailto:pcard@doas.ga.gov).



# **Audiovisual Equipment and Related Services**

**Supplier Name:** **Atlanta Soundworks, Inc.**  
**Supplier Contract Number:** **99999-SPD-SPD0000210-0004**

## **Category 2 - Supplier Extended Warranty Offerings**

- a) ASW has multiple channels for submitting support requests based upon client's needs.
1. Dedicated support phone number with a live English-Speaking person (8:00 A.M. to 5:00 P.M. EST Monday – Friday)
  2. Support email address ([support@aswav.com](mailto:support@aswav.com))
  3. Support ticketing portal (<https://desk.zoho.com/portal/asw/>)
    - i. ASW's ticketing portal provides automated contract Service Level Agreement enforcement and provides client visibility on demand.
    - ii. The ASW Client Support Manager is Nick Sheppard.
    - iii. ASW to respond to all standard support ticket requests within 12 hours 8:00 A.M. to 5:00 P.M. EST Monday – Friday
    - iv. Premium support response time is within 4 business hours
  4. Calls, emails, and support tickets received after regular business hours will be responded to on the next business day. In the event of an emergency, ASW will follow the after-hours support under the terms of the state contract.
- b) Upon notification of an issue with equipment provided under this contract, ASW will open a trouble ticket and schedule a technician to troubleshoot and initiate the RMA process with the manufacturer if necessary. During the 180-day workmanship warranty period and for equipment covered under an active service agreement that includes labor, ASW will remove and reinstall the equipment at no charge to the client. ASW may also provide loaner equipment based upon availability.
- c) Your ASW client manager will handle vendor warranty claims on your behalf. The status and progress of the claim can be tracked in your ASW client portal. Based upon individual end-user preferences, email notifications of ticket updates will also be sent.
- d) The ASW support portal is available at <https://desk.zoho.com/portal/asw/>. This system provides real-time updates of tickets as well as reporting on SLAs and MTTR.
- e) ASW's escalation path is short and simple. SLA violations are automatically escalated by our ticketing system. ASW clients are provided direct contact information for all contacts within the escalation chain. Client -> Service Technician -> Service Manager -> COO -> CEO
1. ASW has documented processes for customer complaint escalation. If the account representative cannot fulfill or meet a customer request in a timely manner, this situation would then be escalated to the Service Manager. If a further escalation is needed, it would then go to the COO. Lastly, the CEO will get involved if escalation is warranted to satisfy the customers' needs.

ASW provides a 180-day warranty on workmanship for system integration work. ASW also offers extended warranties and service agreements for most equipment and installed systems. These service agreements include preventative maintenance such as firmware updates, filter cleanings, dust removal and system inspection to keep installed systems operational.



## Contract NIGP Codes

28595	Wiring Devices: Adapters, Caps, Connectors, Extension Cords, Fluorescent and HP Starters, Outlets, Plates and Covers, Plugs, Receptacles, Safety Cord Lock, Switches, Terminals, etc. (Incl. Recycled Electrical Products, Supplies)
65590	Studio Production Equipment: Backdrop Mechanisms, Floods, Posing Stools, Reflectors, Spots, Stands, Strobe Systems, etc. (See Class 285 for Lamps)
69031	Controls, Integrated System
83835	Communication Systems, Integrated, Including Telephone, Clock, Intercom, etc.
84014	Audio Equipment and Accessories, Television, Microphones, Mixers, and Amplifiers
84056	Teleconference Systems, Audio/Video, Including Video on Demand Systems
84059	Television, Interactive Digital LED/LCD HDTV, Integrated with PC
84074	Video Monitors, Demodulators, Signal Processors, etc.; Accessories and Parts
84076	Video Projectors, Accessories and Parts
88011	Audio Visual Equipment and Supplies, (Not Otherwise Classified)
91802	Audio and Visual (A/V) Consulting
92064	System Implementation and Engineering Services
92591	Video and Audio Design Engineering
93906	Audio-Visual Equipment Maintenance and Repair
93977	Sound Equipment, Including Microphones, Speakers, Recording Equipment, etc., Installation, Maintenance and Repair
94086	Tower Maintenance and Repair
96246	Installation and Removal Services (Not Otherwise Classified)



**CONTRACT AMENDMENT # 1  
RENEWAL # 1  
REMAINING RENEWALS # 4**

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

<b>STATE OF GEORGIA CONTRACT</b>	
<b>State Entity's Name:</b>	Department of Administrative Services ("DOAS")
<b>Supplier's Full Legal Name:</b>	ATLANTA SOUNDWORKS
<b>Contract No.:</b>	99999-SPD-SPD0000210-0004
<b>Solicitation No./Event ID:</b>	99999-SPD-SPD0000210
<b>Solicitation Title/Event Name:</b>	Audiovisual Equipment and Related Services
<b>Contract Award Date:</b>	06/16/2023
<b>Current Contract Term:</b>	06/16/2024 – 06/15/2025

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows:

<b>NEW CONTRACT TERM</b>	
<b>Beginning Date of New Contract Term:</b>	06/16/2025
<b>End Date of New Contract Term:</b>	06/15/2026

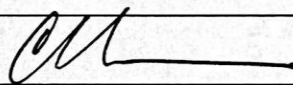
The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

**CONTRACT NUMBER: 99999-SPD-SPD0000210-0004**

2. **NEW ADMINISTRATIVE FEE:** This Statewide Contract is hereby amended to revise the administrative fee from 1.75% to 1.25%. The 0.50% reduction in fee will be reflected in a 0.50% increase in the Pricing Discounts for all categories on the Audiovisual Equipment and Related Services contract. This reduction in the administrative fee will go into effect on July 1st, 2025.
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Atlanta Soundworks, LLC
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Christopher E. Reese President & CFO
<b>Date:</b>	4-16-25
<b>Company Address:</b>	580 Marksmen Ct. Fayetteville, GA 30214

**STATE ENTITY**

<b>Authorized Signature:</b>	Jim Barnaby
<b>Printed Name and Title of Person Signing:</b>	Jim Barnaby Deputy Commissioner – State Purchasing
<b>Date:</b>	5/5/2025
<b>Company Address:</b>	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

State of Georgia

Statewide Standard Contract Form

Solicitation Title <b>Audiovisual Equipment and Related Services</b>	Solicitation Number <b>99999-SPD0000210</b>	Contract Number <b>99999-SPD-SPD0000210-0004</b>
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1. This Contract is entered into between the Agency and the Contractor named below.

Agency's Name  
**Department of Administrative Services** (hereafter called Agency)

Contractor's Name  
**Atlanta Soundworks, Inc dba ASW** (hereafter called Contractor)

2. Contract to Begin: <b>06/16/2023</b>	Date of Completion: <b>06/15/2025</b>	Renewals: <b>Five (5) One-year Renewals</b>
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Authorized Person to Receive Contract Notices for Agency: <b>McCall Ginsberg, Deputy General Counsel</b>	Authorized Person to Receive Contract Notices for Contractor: <b>Shane Boyce, President</b>
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5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: <b>Statewide Contract for Goods and Ancillary Services</b>
Exhibit A: State of Georgia, DOAS, Data Security Terms & Conditions (page 25-29 of this document)
Attachment 2: <b>Solicitation (referenced above)</b>
Attachment 3: <b>Contractor's Final Response</b>

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

**Atlanta Soundworks, Inc. (dba ASW) Corporation**

By (Authorized Signature) 	Date Signed <b>02-23-2023</b>
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Printed Name and Title of Person Signing

**Shane Boyce, President**

Address  
**580 Marksmen Ct  
Fayetteville, GA 30214**

7. **Agency**

Agency Name  
**Department of Administrative Services**

By (Authorized Signature) 	Date Signed <b>5/12/2023</b>
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Printed Name and Title of Person Signing  
**Jim Barnaby, Deputy Commissioner, DOAS SPD**

Address  
**200 Piedmont Avenue, S.E., Suite 1804W  
Atlanta, GA 30334-9010**



**State of Georgia**  
**STATEWIDE CONTRACT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**Electronic Request for Proposals (“eRFP”)**  
**Event Name: Audiovisual Equipment and Related Service**  
**eRFP (Event) Number: 99999-SPD0000210**

**1. Introduction**

**1.1. Purpose of Procurement**

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposal (“eRFP”) is being issued to establish one or more statewide contracts with one or more qualified suppliers who will provide **Audiovisual Equipment and Related Services**. The purpose and the intent of this eRFP is to establish a statewide source of supply and services for Audiovisual Equipment and Related Services, and the resulting statewide contract will serve as a consolidation of the equipment and services that has previously been purchased under statewide contract 99999-SPD-SPD0000021, (Tier 1 Audio Visual Products and Computer Peripherals Box Sales), and statewide contract 99999-SPD-SPD0000048, (Certified Audio-Visual Products & Select Services).

This eRFP is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) (if any) will be a **Mandatory** source for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties, and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

One of the main objectives of this eRFP is to identify qualified Suppliers that have the depth, breadth and quality of resources necessary to meet all the standards of the State, to deliver a wide variety of Audiovisual Equipment and Related Services to a broad and dispersed demographic of state and local government users, who require a high level of customer care before and after the sale.

DOAS desires to award contracts that provide the best value and services to state and local agencies. DOAS expects to award multiple contracts in each category that are (1) within a competitive range and/or (2) provide adequate sources of supply throughout the State of Georgia. For the category that Supplier is responding to, Suppliers must provide a full range of product/service offering for all the subcategories within that category.

**Please see Attachment B – Program Requirement Document (PRD) v2 for a comprehensive overview of all program requirements.**

While the intent of this statewide contract will be to allow a means for Authorized Users to procure the equipment and related services as listed in this RFP, some product overlap between statewide contracts may occur. The items with the primary use as listed below offered on other statewide contracts will be excluded unless identified in this RFP and any attachments.

The lists of products and services that are NOT within scope include, but are not limited to, the following:

- Video Surveillance product and services and Access Control product and services - available under Integrated Security & Surveillance Products and Services (99999-SPD-SPD0000172).

- Computer workstation, classroom, conference furniture, media (non-A/V) storage systems - available under Furniture - Office, Computer and Educational Furniture 99999-001-SPD0000100
- Independent Contractors executing piece work for installation and repair of audiovisual products and accessories.
- Live Event Audio Production Services.

**1.2. Category Background and Estimated Spend**

DOAS has determined through spend analysis encompassing fiscal years 2019-2022 (July 1, 2019 – June 30, 2022) that Authorized Users of the current statewide contracts spend, on average, approximately \$35.80M annually on the products outlined in this eRFP. This historical spend is based on purchasing activity by Authorized Users across the State associated with the eighteen (18) suppliers selling under existing statewide contracts for both the Box Sales or Tier 1 Audiovisual Products (excluding products defined as Computer Peripherals) and the Audiovisual Solutions or Certified Audio-Visual Products and Select Services contracts. Table 1 depicts total spend for the existing statewide contracts by fiscal year:

<b>Table 1</b>		
<b>Fiscal year</b>	<b>Annual Spend</b>	<b>% Δ</b>
2019	\$30,321,639	
2020	\$30,390,767	0.2%
2021	\$36,091,899	19%
2022	\$46,393,349	29%
<b>TOTAL</b>	<b>\$143,197,654</b>	
<b>AVERAGE</b>	<b>\$35,799,414</b>	

DOAS notes that the large increase in spend levels from year to year are consistent with budget changes occurring over the years. Specifically, DOAS notes that the increase in the approval of grants and CARES Act funding amongst Georgia’s higher education institutions due to the global pandemic correlates with the increase in spend. Although the purchase activities of Authorized Users occur independently and on separate timelines, many Authorized users typically follow a 5 to 8 year “refresh rate” for their existing Audiovisual equipment and environments.

The State expects sales volumes to continue to experience moderate growth rates over the next 7 years ranging between 10% - 15% as customers strive to maintain and update their current Audiovisual equipment and environments.

Table 2 provides Suppliers with the FY2021 spend pattern of Authorized Users by category.

<b>Table 2</b>	
<b>Average Annual Spend by Category (FY2021)</b>	
<b>Category 1 Box Sales</b>	<b>Category 2 Audiovisual Solutions</b>
<b>27 %</b>	<b>73 %</b>

Although award of this contract does not guarantee any specific volume of sales from Authorized Users, awarded Supplier(s) can expect significant sales volume based on historical spending patterns and purchase activity (outlined above) which are anticipated to be sustainable throughout the term of any resultant contract. Furthermore, in response to this eRFP, DOAS expects to receive significantly lower

competitive pricing that takes into consideration historical purchase volumes, reduced administrative expense resulting from consolidation of multiple government entities into a single purchasing base and expanded product/services offerings. Anticipated growth in sales is further supported, in large part, to the fact that Awarded Supplier(s) of any resulting statewide contract(s) will receive maximum exposure for their products through Team Georgia Market Place, the State's e-Procurement solution coupled with an increased emphasis on collaborative marketing efforts between the Supplier(s) and the State Purchasing Division.

### 1.3. eRFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), DOAS certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this eRFP. Thus, electronic competitive sealed proposals will be submitted in response to this eRFP.

This eRFP is being sourced through an electronic sourcing tool approved by the Department of Administrative Services ("DOAS") and all suppliers' responses must be submitted electronically in accordance with the instructions contained in Section 2 "Instructions to Suppliers" of this eRFP. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

### 1.4. Overview of the eRFP Process

The objective of the eRFP is to select one or more qualified suppliers to provide the goods and/or services outlined in this eRFP to Authorized Users. The general instructions and provisions of this document have been drafted with the expectation that DOAS may desire to make one award or multiple awards. For example, this document contains phrases such as "statewide contract(s)" and "award(s)". Please refer to Section 1.1 "Purpose of Procurement" and Section 6.7 "Selection and Award" for information concerning whether DOAS will make one award, multiple or split awards, or reserves the right to make either depending on the proposals received.

This eRFP process will be conducted to gather and evaluate responses from suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

### 1.5. Schedule of Events

The schedule of events set out herein represents DOAS' best estimate of the schedule that will be followed. Delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, DOAS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the statewide contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on the Georgia Procurement Registry ("GPR")	N/A
Virtual Offerors Conference via Microsoft Teams. See Attachment H. Virtual Offeror's Conference Announcement for more details.	09/09/2022 As published on the GPR	See GPR

Attendance is: Optional		
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	09/13/2022	5:00 p.m. ET
Responses to Written Questions	09/22/2022	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on the GPR	See GPR
Proposal Evaluation Completed (on or about)	5 to 6 Weeks after Closing	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	6 to 8 Weeks after Closing	TBD
Negotiations with Identified Suppliers (on or about); discretionary process	6 to 8 Weeks after Closing	TBD
Final Evaluation (on or about)	10 to 12 Weeks after Closing	N/A
Finalize Contract Terms	10 to 12 Weeks after closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	12 to 15 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	As published on the GPR	See GPR

\*In the event the estimated value of the resulting statewide contract(s) is less than \$100,000.00, DOAS reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

#### 1.6. Official Issuing Officer (Buyer)

The Issuing Officer for this solicitation is listed below. Except as otherwise provided in this eRFP, all communication (questions, requests for clarification, status updates, etc.) related to this eRFP **must** be provided in writing to this individual as further detailed in Section 2.1.2, of this eRFP.

**Alexandra (Alex) Stewart**

**Phone Number: 470-763-6665**

**Email Address: [alexandra.stewart@doas.ga.gov](mailto:alexandra.stewart@doas.ga.gov)**

#### 1.7. Definition of Terms

Please review the following terms:

Audiovisual Solutions Category	A category to be awarded that contains audiovisual related equipment typically sold only by resellers with manufacturer certifications/licenses. These products must be accompanied with mandated services such as engineering & design, programming, installation, maintenance and repair. The equipment and mandated services within this category are segmented into ten (10) equipment subcategories and six (6) labor subcategories.
Authorized User	All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.
AVIXA	The Audiovisual and Integrated Experience Association (AVIXA), an international trade association representing the audiovisual industry.
Box Sales Category	A category to be awarded that contains audiovisual related equipment that is routinely available through resellers that DO NOT require any specific license(s) or manufacturer certification(s) to procure, install, or use. Additionally, this category contains peripheral devices that are utilized in conjunction with a computer but are not an integral component of the computer. The equipment within this category is segmented into ten (10) equipment subcategories.
Commissioning	The process in which the integrated system is put into operation, tested, and optimized for their operation within the building.

DOAS	Department of Administrative Services
ICIA	InfoComm International Association (ICIA) Founded in 1939 as the National Audiovisual Educational Dealers Association, InfoComm International is an international trade association for the professional audiovisual communications industry.
Related Services	Broadly classed as installation/de-installation, maintenance, support, training, and optimization of products offered. These types of services may include, but are not limited to warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training, service desk/helpdesk, and any other directly related technical support services required for the effective operation of the product offered or supplied.
RFP	Request for Proposal; method by which entities solicit responses from the marketplace that are evaluated and used to form a contract for subsequent purchase(s).
Software	For the purposes of this eRFP, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded or required for the primary use of the equipment. The term "software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.
Staging	The process of seeking to uncover errors within the integrated system by creating a pre-production environment or an environment for testing that exactly resembles the production environment.
Supplier or Contractor	Company(ies) desiring to or currently doing business with the State of Georgia.
Third Party/Subcontractor	Company or representative authorized by the Supplier to provide marketing, support, or other authorized contract services on behalf of the Supplier in accordance with the terms and conditions of this Agreement. In this eRFP, Partner/Reseller/Third Party is the term that will be used to call out the different relationships a manufacturer may have with another company to market or service their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Any special terms or words which are not identified in this Statewide eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Suppliers" of this eRFP.

### 1.8. Contract Term

**The initial term of the statewide contract(s) is for two (2) calendar year(s) from the execution date of the statewide contract(s). DOAS shall have five (5) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of DOAS.** Renewals will be accomplished through the issuance of a Renewal Amendment. In the event that the statewide contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, DOAS may, with the written consent of the awarded supplier(s), extend the statewide contract(s) for such period of time as may be necessary to permit the State's continued supply of the identified products and/or services. The statewide contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the statewide contract(s) does not guarantee volume or a commitment of funds.

## 2. Instructions to Suppliers

By submitting a response to the eRFP, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

### 2.1. General Information and Instructions

#### 2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the supplier's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at [https://fscm.teamworks.georgia.gov/psc/supp/SUPPLIER/ERP/c/NUI\\_FRAMEWORK.PT\\_LANDINGPAGE.GBL](https://fscm.teamworks.georgia.gov/psc/supp/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL)

#### 2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFP until the Notice of Award is posted (or the eRFP is officially cancelled), suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, as allowed by the Issuing Officer during the Bidders'/Offerors' conference (if any), or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment or otherwise. DOAS reserves the right to reject the proposal of any supplier violating this provision.

#### 2.1.3. Submitting Questions

All questions concerning this eRFP, including questions posed at the Bidders'/Offerors' conference (if any), must be submitted in writing by using Attachment R. Supplier Q&A Template and sending via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP should be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

**Do not use the comments section of the Sourcing Event to submit questions to the Issuing Officer.**

#### 2.1.4. Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the location referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. DOAS

reserves the right to consider any representative that failed to sign in or arrived late to be “not in attendance.” Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

**2.1.5. State’s Right to Request Additional Information - Supplier’s Responsibility**

Prior to award, DOAS must be assured that the selected supplier(s) has all of the resources to successfully perform under the statewide contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the State, financial resources sufficient to complete performance under the statewide contract, and experience in similar endeavors. If, during the evaluation process, DOAS or the State’s evaluation team is unable to assure itself of the supplier’s ability to perform, if awarded, DOAS has the option of requesting from the supplier any information deemed necessary to determine the supplier’s responsibility. If such information is required, the supplier will be so notified and will be permitted a sufficient number of business days, as determined by DOAS, to submit the information requested.

**2.1.6. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Suppliers’ responses must be complete in all respects, as required in each section of this eRFP.

**2.1.7. Rejection of Proposals; State’s Right to Waive Immaterial Deviation**

DOAS reserves the right to reject any or all supplier responses, to waive any irregularity or informality in a supplier’s response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of DOAS to reject responses **that do not contain all elements and information requested in this eRFP**. A supplier’s response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by DOAS on a case-by-case basis. A minor informality or irregularity is one which is a matter of form or an immaterial variation from the exact requirements of the solicitation that a trivial or negligible effect on a Supplier’s proposal’s total price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to other Suppliers. DOAS maintains discretion to provide a supplier with an opportunity to cure any deficiency resulting from a minor informality or irregularity or to waive any such deficiency when it is to the advantage of the State. Examples of minor informalities or irregularities include, but are not limited to:

- a. Failure of a Supplier to furnish the required information concerning the number of the Supplier’s employees or failure to make a representation concerning its size
- b. Failure of a Supplier to furnish cut sheets or product literature
- c. Failure of a Supplier to furnish certificates of insurance
- d. Failure of a Supplier to furnish financial statements
- e. Failure of a Supplier to furnish references
- f. Failure of a Supplier to indicate its contractor’s license or other evidence of required licensure, except that a contract must not be awarded to the Supplier unless and until the Supplier is properly licensed under the laws of Georgia
- g. Failure of a Supplier to furnish an e-verify affidavit, except that a contract must not be awarded to the Supplier unless and until the Supplier has submitted a properly executed e-verify affidavit.

**2.1.8. State’s Right to Amend and/or Cancel the eRFP**

DOAS reserves the right to amend this eRFP prior to the end date and time. Any time a change is made to the eRFP, the eRFP will be temporarily “un-posted” from the Team Georgia Marketplace™

to permit changes to be made. Then, once the revision is complete, a new "version" of the eRFP will be posted to the Team Georgia Marketplace™. The eRFP will possess the same solicitation number; however, the eRFP will contain a new version number. By submitting a response, the supplier shall be deemed to have read and accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP. Suppliers are encouraged to frequently check the GPR for additional information. Finally, DOAS reserves the right to cancel this eRFP at any time and for any reason.

#### **2.1.9. Protest Process**

Suppliers should familiarize themselves with the procedures set forth in the *Georgia Procurement Manual*.

#### **2.1.10. Costs for Preparing Proposals**

Each supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the supplier's response and participating in the procurement process (including the protest process) is the supplier's sole responsibility. The State will not provide reimbursement for such costs.

#### **2.1.11. ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors Conference (if any). 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.

**2.1.12. Public Access to Procurement Records:** Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. Information submitted in response to this solicitation will be processed in accordance with applicable State of Georgia procurement procedures. Requests for copies of bids and proposals prior to final award of a contract shall be handled in accordance with the procedures outlined in O.C.G.A. § 50-5-67, the State Purchasing Act, whereas requests for procurement-related documents after final contract award or upon cancellation of a bid without intent to rebid are handled in accordance with the Georgia Open Records Act as provided in O.C.G.A. 50-18-71 et. seq. DOAS reserves the right to assess production costs as provided pursuant to O.C.G.A. 50-18-71(c). Proposals and bids, including documents pertaining to the solicitation, become the property of the State and shall be open to public inspection as follows:

**2.1.12.1: State Purchasing Act:** The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to DOAS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. Pursuant to O.C.G.A. § 50-5-67, bids and proposals shall be made available for public inspection, upon request, within one business day of DOAS's posting of the Notice of Intent to Award or the Notice of Award in the event DOAS does not issue the Notice of Intent to Award. Exceptions provided under the Georgia Open Records Act are not applicable to the disclosure requirements under the State Purchasing Act; therefore, all information other than audited financial statements, will be subject to public disclosure upon request during the protest

period, including information marked as “confidential”, “proprietary”, etc. DOAS is under no obligation to notify Supplier of disclosure of records under the State Purchasing Act.

**2.1.12.2 Georgia Open Records Act:** After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to supplier proposals and/or communications, shall be subject to the disclosure provisions of Georgia’s Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

**2.1.12.2.1 Marking Submissions as “Confidential”, “Proprietary”, or “Trade Secret:** If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential,” “Proprietary”, or “Trade Secret.” All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as “Confidential” will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. The State is required to make its own determination regarding what information may or may not be withheld from disclosure regardless of the designation made by the Supplier.

**2.1.12.2.2 Submission of Redacted Copies:** If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked “Redacted Copy-Available for Public Review.” In addition, the electronic file name should include the words “**Redacted Copy**” at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the Supplier’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information. **Generally, the State does not consider pricing information to be confidential or proprietary.**

**2.1.12.2.3 Trade Secret:** In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include **with its bid/proposal submission, an affidavit indicating the specific information** that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a “trade secret” shall not be binding on the State, but the State will review and consider the designation. If the Supplier does not include an

affidavit with its bid/proposal submission, the State is authorized to produce the Supplier's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Wholesale designation of a response or substantial parts of a response as "trade secrets" will not be accepted by the State. In general, the State does not consider pricing information to be trade secret.

### **2.1.13. Registered Lobbyists**

By submitting a response to this eRFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with O.C.G.A. § 21-5-51 et seq.

## **2.2. Submittal Instructions**

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Suppliers are required to access and utilize the training materials identified in Section 2.1.1 "Team Georgia Marketplace™" of this eRFP to ensure the supplier successfully submits a response to this eRFP.

### **2.2.1. eRFP Released**

The release of the eRFP is formally communicated through the posting of this eRFP as an event in the Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows:

[http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

This eRFP is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a supplier to build and save a response over time until the supplier is ready to submit the completed response. Each supplier interested in competing to win a contract award must complete and submit a response to this eRFP using Team Georgia Marketplace™. Therefore, each supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™: <http://doas.ga.gov/state-purchasing/purchasing-education-and-training/supplier-training>

### **2.2.2. eRFP Review**

The eRFP (or "Sourcing Event") consists of the following: this document, entitled "Statewide eRFP Document", and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by DOAS as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, documents may be provided at the "header" level of the Sourcing Event. Please select "View/Add General Comments & Attachments", which appears at the top of the screen of the Event under the "Event Details" Section. Next, by selecting "View Event Attachments", the supplier may open and save all of the available documents. In this location, the supplier is most likely to find this document (Statewide eRFP Document) as well as the worksheets and attachments referenced in Section 4 "eRFP Proposal Factors". The Supplier is responsible for thoroughly reviewing all provided attachments.

2. Second, documents may also be provided at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Sourcing Event. Please access any provided documents as follows:
  - a. First Method:
    - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the supplier will navigate to a new page of the Event.
    - ii. On this new page, the supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
  - b. Second Method:
    - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the supplier will navigate to a new page of the Event.
    - ii. On this new page, the supplier can locate attached documents.

In this location, the supplier is most likely to find the cost worksheet (if any, as defined by Section 5 “Cost Proposal”) as well as any other documents related to the identified line items. Please thoroughly review all provided attachments.

### 2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the supplier may also provide information by uploading electronic files. When preparing a response, the supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the file names provided in the Worksheets or corresponding section numbers of the eRFP if names have not been provided.  
NOTE: There is a limit of 56 characters for file names in the system and special characters are not accepted.
5. Use caution in creating electronic files to be uploaded. If DOAS is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event DOAS is unable to open an electronic file because DOAS does not have ready access to the software utilized by the supplier, the supplier’s response may be considered incomplete and disqualified from further consideration.
7. Continue to save your response until the response is ready to be submitted. Select the “Save for Later” button at the top of the page under “Event Details” of the Event.

#### 2.2.4. Uploading Forms

Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please following the directions within the eRFP to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the "View/Add General Comments & Attachments" link contains a place for the supplier to upload all of the documents and worksheets which were provided by DOAS under the "View Event Attachments" link. Once the supplier has completed the Event Attachments, the supplier can then select "Add New Attachments" to upload the completed documents. The supplier can upload as many documents as necessary in this section of the Sourcing Event.
2. Second, the supplier can also upload documents in response to each question or bid factor which appears on the main page of the Sourcing Event, which appears below the "View/Add General Comments & Attachments" link of the Sourcing Event. To the right of each question or bid factor, the supplier can select the "Add Comments or Attachments" link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting "Add Comments or Attachments", the supplier should select "Upload" under the "Add New Attachments" section to browse and upload an electronic file.
3. Third, the supplier can also upload documents in the bottom portion of the Sourcing Event where pricing is requested. After selecting the comment bubble icon, the Sourcing Event allows the supplier to select "Upload" in order to include an attachment as part of the supplier's response. In the alternative, the supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the supplier can select "View/Add Question Comments and Attachments" to upload a document.

**Do not login to multiple concurrent sessions utilizing the same TGM Supplier ID, as this may cause a system error and may result in the loss of some, or all of the work completed during the concurrent sessions.**

#### 2.2.5. Reviewing the Response Prior to Submission

Each supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded as directed in the solicitation. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the supplier. The State will not consider the supplier's use of the "Validate Entries" feature as an excuse for an error committed by the supplier in the preparation of its response.

#### 2.2.6. Submitting the Completed Response/Bid

**Once the completed response has been reviewed by the supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event.** Any information entered by a supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to DOAS and will not be considered for award. Only after the supplier selects the "Submit Bid" button, will the response to the eRFP be sent electronically, time stamping the supplier's response and sending a confirmation email to the email address of the supplier.

Please note that submission is not instantaneous and may be impacted by unpredictable factors such as a supplier temporarily losing a connection to the Internet or increased system traffic; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline**. Please be aware that submission of multiple attachments may involve a substantial amount of time. Each Supplier is strongly encouraged to save attachments as they are uploaded and to submit its response/bid at least eight hours prior to close of a solicitation in order to allow ample time for appropriate technical support should the need arise. Each Supplier is responsible in all respects for timely delivery of its response and completeness in Team Georgia Marketplace™.

### 2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFP event number and the “View/Edit” feature for the supplier’s previous response. Please take note of the following:

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select “View/Edit” and confirm “OK” when the warning appears. The warning will instruct the supplier “WARNING: If you View/Edit your bid response, you must re-submit your bid”. Once the supplier has finished viewing the response, the supplier must click on “Submit Bid” and may simply exit the screen. **DO NOT SELECT “Save for Later.”** Team Georgia Marketplace™ recognizes any response placed in the “Save for Later” status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects “Submit Bid” prior to the closing date and time, no response will be transmitted through the system.
2. REVIEW AND REVISE. In the event the supplier desires to revise a previously submitted response, the supplier may select “View/Edit” and confirm “OK” when the warning appears. The warning will instruct the supplier “WARNING: If you View/Edit your bid response, you must resubmit your bid”. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting “Save for Later.” Once revisions are complete, the supplier **MUST** select “Submit Bid” to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by numerous events, such as the supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFP END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY DOAS, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a supplier’s inability to correct errors or otherwise make revisions to the submitted response or the supplier’s inability to resubmit a response prior to the eRFP end date and time.

3. WITHDRAW/CANCEL. In the event the supplier desires to revise a previously submitted response, the supplier may select “View/Edit” and then select “Save for Later”. Team Georgia Marketplace™ recognizes any response placed in the “Save for Later” status as a work in progress and **withdraws the originally submitted bid**. As a result, unless the supplier selects “Submit Bid” prior to the closing date and time, no response will be transmitted through the system. In the event a supplier desires to withdraw its response after the closing date and time, the supplier must submit a request in writing to the Issuing Officer.

### 2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day state offices

are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: [ProcurementHelp@doas.ga.gov](mailto:ProcurementHelp@doas.ga.gov).

### 3. General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this Section 3 and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

#### 3.1. Periodic Performance/Sales Reports

If selected for award, the supplier shall submit the following management report(s) to the DOAS identified contract administrator. If specified by DOAS contract administrator, all electronic reports must be submitted in Microsoft Excel or Microsoft Access format. If applicable, reports should include the ability to sort/summarize by account.

##### Quarterly Sales Report

Statewide sales by customer, including the following: product number, product description, manufacturer name, NIGP code, merchandise class code/indicator, quantity shipped, list price, unit price, total spend, etc. At the end of each state fiscal quarter as defined above, Supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace within 20 calendar days of the end of the State's fiscal quarter as specified in Section 3.5.

##### Annual Analysis Report

An annual analysis of actual pattern of purchases will be provided by the supplier. The analysis will include total unit and dollar values for each of the items purchased from the supplier. In addition, the supplier will work with DOAS to identify additional information items needed and the physical format of the report. The report shall be submitted to DOAS no later than August 1 of each year of the statewide contract. Data must be provided in a flat file format.

##### Contract Status Reports

A monthly contract status report shall be delivered to DOAS' contract administrator by the fifteenth (15th) calendar day of the following month. Topics to be covered in this report would include, but are not limited to, problems or questions that required more than five working days to resolve, product changes, anticipated problems, etc.

#### 3.2. Quarterly Business Review Meetings

If selected for award, the supplier must be prepared to participate in quarterly business review ("QBR") meetings at DOAS' request. During the QBR meetings, the supplier will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by supplier and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the supplier's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a supplier service "scorecard."

#### 3.3. Virtual Catalog

##### Team Georgia Marketplace™ Virtual Catalog

DOAS utilizes electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site is referred to as the Virtual Catalog.

### Supplier's Interface with the Virtual Catalog

To be eligible for contract award, the Supplier must agree to cooperate with DOAS and its contractor, Jaggaer (formerly known as SciQuest), in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Supplier agrees to the following:

1. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days of such request either (1) a hosted catalog or (2) punch-out catalog or a combination of both. Supplier will cooperate with DOAS and Jaggaer to create a schedule to enable the integration of the Supplier's statewide contract offering into the Virtual Catalog within a reasonable time period as determined by DOAS.
  2. If requested by DOAS, Supplier will join the Jaggaer Supplier Network (JSN) and will have the option of using the Jaggaer's Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing and images into the Jaggaer system, and view reports on catalog spend and product/pricing freshness. The Supplier can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the JSN can be found at: [www.jaggaer.com](http://www.jaggaer.com) or call the Jaggaer Supplier Network Services team at 919-659-2152 or 800-233-1121.
  3. Supplier will support use of the latest version of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC are owned by the United Nations Development Programme (UNDP) are managed by GS1 US. Updates to the UNSPSC are conducted at a minimum of once a year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to an appropriate UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/faqs#How>.
  4. DOAS will decide which of the catalog structures (either Hosted, Punch Out, or both as further described below) will be provided by the Supplier. **Regardless the type of catalog(s) selected, items displayed within the catalog must be strictly limited to the Supplier's awarded contract offering (e.g., products and/or services not authorized through the resulting statewide contract are not to be viewable by User Agencies).**
    - a. Hosted Catalog. By providing a Hosted Catalog, the Supplier is providing a list of its products/services, pricing, and images in an electronic data file in a format accepted by Jaggaer's System Integration, such as Tab Delimited Text files. In this scenario, the Supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.
    - b. Punch-Out Catalog. By providing a Punch Out Catalog, the Supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard punch-in via Commerce Extensible Markup Language (cXML). In this scenario, the Supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. Updates and Changes made to the Supplier's Online Catalog, as it relates to pricing and adding of items, must be approved by DOAS prior to enabling. If awarded multiple contracts, Supplier agrees to maintain a single Punch Out site and be able to provide the appropriate contract id on each item returned to Jaggaer. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Supplier also agrees to provide e-Quote functionality that is retrievable for purchase through the Integration to facilitate volume discounts. Supplier will need to be able to facilitate the delivery of Level II Punch Out within this Integration.
  5. Minimum Requirements: Whether the Supplier is providing a Hosted Catalog or a Punch Out Catalog, the Supplier agrees to meet the following requirements:
    - a. Catalog must contain the most current pricing\* and/or discounts, as well as the most up-to-date product/service offering the Supplier is authorized to provide in accordance with the statewide contract; and
    - b. The accuracy of the catalog must be maintained by Supplier throughout the duration of the statewide contract between the Supplier and DOAS; and
    - c. The Catalog must include a State-specific contract identification number; and

- d. The catalog must include detailed product line-item descriptions; and
  - e. The catalog must include pictures or diagrams when possible; \*\* and
  - f. The catalog must include DOAS accepted Unit of Measure
  - g. The catalog must include any additional DOAS content requirements.\*\*\*
6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
- a. Updated pricing files are required by the 1<sup>st</sup> of the month and will go into effect in the Virtual Catalog on the 1<sup>st</sup> day of the following month (i.e., file received on 1/01/09 would be effective in the Virtual Catalog on 12/01/09). Files received after the 1<sup>st</sup> of the month may be delayed up to a month (i.e., file received on 11/06/09 would be effect in the Virtual Catalog on 1/01/10).
  - b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the Supplier's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
  - c. Supplier will be required to honor pricing, for an agreed upon time, on orders that are considered to be "in-flight" at the time the price change goes into effect.
7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDIINT.
- a. For Punch Out Catalogs the Supplier must accept orders Catalog generated orders via cXML or EDIINT. For Orders consisting of items that are considered, non-catalog items, orders must be able to be received as stated above.
  - b. For Purchase Orders received via email, the Supplier must provide a dedicated email address (i.e., [orders@company.com](mailto:orders@company.com)) that is monitored during normal business hours.
  - c. The Supplier is required to provide positive confirmation via phone or email within 24 hours of the Supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Supplier must provide positive confirmation via phone or email on the next business day.
8. Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any supplier's offering from the Virtual Catalog.

\* Current pricing is to be inclusive of all administrative fees, delivery costs, production costs, third-party pass-through charges, or any markups or adjustments.

\*\*Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Supplier's catalog that will be hosted by the Virtual Catalog. These images are displayed to the customer directly in search results as well as in the product details window.
- Provide the actual image files in a 'zip archive'. Please go to [www.winzip.com](http://www.winzip.com) to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- Provide only one image per product.
- Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Supplier's business marketing.
- Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
  - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
  - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
- As products change, updated image files must be submitted to update the Virtual Catalog.

- Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
  - 30 pixels (H) x 70 pixels (W)
  - 50 pixels (H) x 115 pixels (W)
  - 300 pixels (H) x 200 pixels (W)

In rare instances where an image is not available, Jaggaer and DOAS will work with the Supplier to determine the best solution for advertising the Supplier's offering.

\*\*\* Existing suppliers in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the supplier and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. Jaggaer does not prohibit 'private' catalogs but recommends review of requirements with the supplier enablement consultants and the suppliers in question first. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different Georgia agencies. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

In the event DOAS selects this statewide contract to be included on the Virtual Catalog, Jaggaer's technical documentation will be provided to the Supplier after (1) the Supplier has been formally invited by DOAS to join the Virtual Catalog and (2) the Supplier has joined the Jaggaer Supplier Network and signed up for Jaggaer's Supplier Portal. These services will be provided by Jaggaer at no additional cost to the Supplier. Supplier agrees that Supplier's statewide contract pricing includes any and all costs to the Supplier in complying with these provisions.

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through Jaggaer. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's Jaggaer catalog, the awarded supplier agrees to work in good faith with the board/college to implement the catalog. DOAS does not anticipate that this will require additional efforts by the awarded supplier; however, the supplier agrees to take commercially reasonable efforts to enable such separate Jaggaer catalogs or related integrations (i.e., electronic order submission, e-invoicing, etc.). Suppliers are welcome to submit questions regarding this requirement during the Q&A period and/or during the Bidders'/Offerors' Conference.

#### **3.4. State of Georgia ePayable/Purchasing Card Program**

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Supplier agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Supplier.

All purchases made by Authorized Users' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.

If selected for award, the Supplier shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Supplier represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Supplier shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Supplier's failure to maintain compliance with the Payment Card Industry Data

Security Standard in the Supplier's contract performance. The Supplier agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

### 3.5. Administrative Fee and Sales Reporting Submission

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **1.75 %**. **EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST PROPOSAL WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE (HEREINAFTER, "THE FEE") BUILT INTO THE SUBMITTED PRICING.** All suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Supplier and remitted to DOAS in accordance with the following paragraphs.

Section 3.5 (a) of the RFX, which is incorporated in the State of Georgia Statewide Contract document, contains due dates for both quarterly sales report and administrative fees. Section 3.5 (a) of the RFX document is also referenced by in the State of Georgia Statewide Contract Attachment 1 Contract Terms and Conditions for Software, Products, and Ancillary Services, Section A.4 "Reporting Requirements".

The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Supplier Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Supplier's Quarterly Sales Report Due Date</i>	<i>Supplier's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1<sup>st</sup> – September 30<sup>th</sup></i>	<i><u>October 20<sup>th</sup></u></i>	<i><u>November 15<sup>th</sup></u></i>
<i>Quarter 2</i>	<i>October 1<sup>st</sup> – December 31<sup>st</sup></i>	<i><u>January 20<sup>th</sup></u></i>	<i><u>February 15<sup>th</sup></u></i>
<i>Quarter 3</i>	<i>January 1<sup>st</sup> – March 31<sup>st</sup></i>	<i><u>April 20<sup>th</sup></u></i>	<i><u>May 15<sup>th</sup></u></i>
<i>Quarter 4</i>	<i>April 1<sup>st</sup> – June 30<sup>th</sup></i>	<i><u>July 20<sup>th</sup></u></i>	<i><u>August 15<sup>th</sup></u></i>
			<b>30 DAYS FOLLOWING TERMINATION OF SWC</b>

At the end of each state fiscal quarter as defined above, Supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace, including the Supplier's most up-to-date Invoice Contact Name (Billing Contact), Supplier Billing Address, and Supplier Billing E-Mail. In the event that no sales have occurred, the Supplier must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Supplier Portal of Team Georgia Marketplace. No later than the date identified above as the "Supplier's Payment Due Date" for each fiscal quarter, the Supplier shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Supplier payments, Supplier is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Supplier via electronic funds transfer (EFT).

- b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Supplier shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Supplier shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Supplier retain any amount of money in excess of the compensation to which Supplier is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- c. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Supplier shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
- d. Late Payment Fee. In the event DOAS does not receive the Supplier's payment of the Fees on or before the Supplier's Payment Due Date, the parties agree the Supplier must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} &(\text{Administrative Fee Amount Due}) \times (18\%) = X \\ &X / 365 \text{ (366 for leap years)} = Y \\ &Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Supplier makes an error and overpays, the Supplier is responsible for alerting DOAS in writing of the Supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Supplier no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Supplier's overpayment of Fees.

- e. Default. **THE SUPPLIER'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE SUPPLIER IS HANDLING STATE FUNDS.** Accordingly, failure to comply with these contractual requirements shall constitute

grounds for declaring Supplier in default and recovering re-procurement costs from Supplier in addition to all outstanding Fees and interest.

### 3.6. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) 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 the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
 

Bodily injury by accident - per employee	\$ 100,000
Bodily injury by disease - per employee	\$ 100,000
Bodily injury by disease – policy limit	\$ 500,000
- 2) Commercial General Liability Policy with the following minimum coverage:
 

Policy shall include bodily, property damage and broad form contractual liability coverage.

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000
- 3) Automobile Liability
 

Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract

Combined Single Limit	\$1,000,000
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- 4) Errors and Omissions Limit \$2,000,000
- 5) Commercial Umbrella Limit \$2,000,000

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 thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage

shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

### 3.7. Bonds and/or Letter of Credit

The User Agency's may require the Supplier to produce a bond and/or Letter of Credit prior to the start of a project.

### 3.8. Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the supplier guarantees and certifies that supplier's proposed solution, including but not limited to all goods, services, and technology proposed by supplier, meets or exceeds all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's proposal; and
3. That the technical and cost proposals submitted by the supplier shall be valid and held open for a period of **two hundred and seventy (270) days** from the final solicitation closing date and that the proposals may be held open for a lengthier period of time subject to the supplier's consent; and
4. 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. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. 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.

## 4. eRFP Proposal Elements

This section contains the detailed instructions on responding to the technical requirements for this Sourcing Event. Suppliers are required to download, complete and then upload the Worksheets/Documents, applicable to the Category Supplier is/are responding to, titled "Mandatory Response Worksheet", (**Attachment C and/or E**), "Requirements Response Documents" which includes Mandatory Scored, Additional Scored, & Additional Information Questions (**Attachment D and/or F**) found as attachments in the Sourcing Event.

Unless requested otherwise, all responses should be provided within the worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the supplier's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the supplier's technical proposal.

DOAS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. DOAS will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet DOAS' needs as defined in this eRFP. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

#### 4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the State expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

#### 4.2. Supplier General Information

Each supplier must complete all of the requested information in the sourcing event related to Corporate composition and demographics.

#### 4.3. Mandatory Requirements

Mandatory requirements are defined in one or more of the following ways: (1) Requirements stated in this eRFP document, (2) Requirements stated in Attachment B. Program Requirements Document (PRD) v2, (3) Requirements contained in the Mandatory Response Worksheets (**Attachment C & E**) and Requirements Response Documents (**Attachment D & F**) and (4) Other Bid Factors expressed as questions within the TGM Sourcing Event or as otherwise stated in this Section.

##### 4.2.1 Mandatory Response Worksheet

As specified with each requirement listed in the Mandatory Response Worksheets, (**Attachment C. Category 1 – Mandatory Response Worksheet and/or Attachment E. Category 2 – Mandatory Response Worksheet**) the supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided.

In addition to providing a "YES" or "NO" response, Suppliers may provide supporting materials (i.e. client reference, service agreements ...etc), in the form of attachments. Suppliers shall specify a filename, applicable to each question, to properly identify electronic files containing supporting materials/information provided in response to this eRFP.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be a few instances in which a question within the Mandatory Response Worksheet queries whether a Supplier possesses a specific capability whereby a response of "YES" or "NO" is acceptable; and a "NO" response would not result in disqualification of the proposal. Additionally, there may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" can result in failure of the technical requirements and can result in disqualification of the proposal.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

##### 4.2.2 Mandatory Scored Response

As specified with each requirement listed in the Mandatory Scored Response Worksheets, (**Attachment D. Category 1 – Requirements Response Document v2, and/or Attachment F. Category 2 – Requirements Response Document**), the supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided.

In addition to providing a narrative response, Suppliers may provide supporting materials/information in the form of attachments. Suppliers shall specify a filename, applicable to each question, to properly identify electronic files containing supporting materials/information provided in response to this eRFP.

To be considered responsive and eligible for award, all mandatory requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but instead, merely calls for a response. The narrative responses, along with supporting materials, will be

evaluated and awarded points in accordance with Section 6 “Proposal Evaluation, Negotiations and Award.” Failure to satisfactorily meet the minimum standards of any mandatory scored requirement (evaluated score below acceptable) may result in a Supplier’s technical response being considered ineligible for award.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.4. Additional Scored Responses**

All items labeled “Additional Scored Questions” (**Attachment D. Category 1 – Requirements Response Document v2, and/or Attachment F. Category 2 – Requirements Response Document**), represent information that is requested but not required by DOAS. Suppliers are strongly encouraged to provide a thorough narrative description in the space provided. In addition to providing a narrative response, Suppliers may provide supporting materials/information in the form of attachments. Suppliers shall specify a filename, applicable to each question, to properly identify electronic files containing supporting materials/information provided in response to this eRFP. The narrative responses, along with any supporting materials will be evaluated and awarded points in accordance with Section 6 “Proposal Evaluation, Negotiations and Award.”

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.5. Additional Information**

All items labeled “Additional Information Questions” (**Attachment D. Category 1 – Requirements Response Document v2, and/or Attachment F. Category 2 – Requirements Response Document**), represent information that is requested but not required by DOAS. Suppliers are encouraged to provide a thorough narrative description in the space provided. In addition to providing a narrative response, Suppliers may provide supporting materials/information in the form of attachments. Suppliers shall specify a filename, applicable to each question, to properly identify electronic files containing supporting materials/information provided in response to this eRFP. Responses provided in along with any requested supporting materials will not be awarded points. Responses will be reviewed as additional information only.

As noted in Section 2.2.2 “eRFP Review”, please access and review all of the attachments provided by DOAS within the Event. If supplemental materials are requested by DOAS to be submitted by the supplier as part of its response, the supplier should upload these additional materials as noted in Section 2.2.4 “Uploading Forms”.

### **5. Cost Proposal**

Each Supplier is required to submit pricing in the Cost Worksheet (**Attachment G**) as part of their response to this eRFP. The Cost Worksheet divided up by Category; Category 1 – Box Sales and/or Category 2 – AV Solutions. Products/Services within each category are further classified into subcategories based on groupings of products/services with common distinctions and/or applications.

In order to be eligible for award, Supplier(s) **MUST, AT A MINIMUM**, submit proposed pricing for **ALL REQUIRED PRICE ELEMENTS** listed within **ALL** subcategories **FOR AT LEAST ONE CATEGORY** as detailed in the cost worksheet.

Please see **Attachment B. Program Requirements Document (PRD) v2** for detailed descriptions of Categories and Subcategories.

#### **5.1 General Pricing Rules**

Each supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations and Award”. By

submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting statewide contract, except for Category 2 – Audiovisual Solutions where Travel must be itemized in a quote at the point of sale. In addition, if the Supplier is billing for travel and/or related expenses it must be aligned with the state’s current travel policy as it may be amended from time to time. Suppliers can review the State’s travel policy at <https://sao.georgia.gov/travel/state-travel-policy>; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the supplier’s unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the supplier’s pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet and (2) the supplier’s pricing as quoted by the supplier in one or more single line entries directly into the Event screen (for example, “Your Total Line Pricing” and/or “Your Unit Bid Price”), the former shall govern; and
5. The discount percentages quoted and listed in the response shall be firm throughout the initial base term of the resulting statewide contract, unless otherwise noted in the eRFP or statewide contract (see section 5.2.3 Price Adjustment); and
6. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and shipping charges must be included in the proposed price; and
7. Unless expressly permitted by the eRFP, responses containing provisions for late, or interest charges cannot be awarded a contract. Suppliers must “strike through” any such provisions in printed forms and initial such revisions prior to submitting a response; and
8. Unless permitted by the eRFP, responses requiring payment from the Authorized User in less than thirty (30) days will be considered non-responsive; and
9. The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the Supplier’s response.
10. The State expects that all Supplier’s available manufacturer discount lists, within the category scope of this eRFP, will be offered to Authorized Users upon award of contract. The State expects Supplier(s) to submit their most aggressive and competitive discount percentages off MSRP. A comprehensive manufacturer discount list shall be submitted upon award.
11. Any additions/subtractions of manufacturers to this manufacturer discount list shall be provided to the assigned Contract Manager. Please Note, all minimum discounts will remain constant throughout the term of the contract, including any renewals.

## 5.2. Cost Structure and Additional Instructions

DOAS’ intent is to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each Supplier’s proposed price/cost be structured in the format provided in the cost worksheet (**Attachment G**) as outlined below. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier’s proposal.

The cost structure for this eRFP is based on a MINIMUM (or least amount that may be adjusted upward only), Discount Percentage Off of the Supplier’s Nationally Published List Price (i.e., manufacturer Catalog/Manufactured Suggested Retail Price, Private Label Catalog, Commercial Price Book, etc.) for proposed Audiovisual Equipment Manufacturer/Brand. The discount should be inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc.)

For purposes of this eRFP, nationally published list prices must be representative of the “Retail” or “Undiscounted” unit price that the Supplier either (1) advertises in commercial publications or (2) sells products/services to the general public in the commercial market. The discount percentage proposed for each manufacturer/brand and the type of Audiovisual transaction/purchase (i.e., Box Sales or Audiovisual Solutions) will be used after contract award to calculate the net purchase price(s) to be paid by Authorized Users for ALL Audiovisual equipment/services across the entire spectrum of products/services offered. Accordingly, Supplier(s) must provide the manufacturer’s nationally published list/retail price, based on the specified unit of measure, for the specific product/service line items listed in the individual pricing tabs directly into the cost worksheet.

Supplier shall download the Cost Worksheet (**Attachment G**) and then enter all information directly into the cost worksheet. Enter dollar values in “decimal number” and percentages in “whole number” on the pricing tabs. The pricing input information excludes the need for percent symbols, dollar signs, commas, and any other non-essential symbols. Enter DOLLAR VALUES in the pricing tabs to the nearest HUNDRETH (two decimal places only) and PERCENTAGES in the pricing tabs to the nearest WHOLE percent (no decimals), ROUNDING OF NUMBERS MAY NOT BE CONSIDERED (e.g., 5.00 % should be entered as 5, and \$75.90 should be entered as 75.90). Any percentage provided as a non-whole number will be assumed to be rounded to the nearest whole percent. Enter “0” if there is no charge. Prices must be based on U.S. dollars unless otherwise stated.

Once Supplier has completed the Cost Worksheet, please upload the worksheet by following the instructions in the third bullet of Section 2.2.4 “Uploading Forms” of this eRFP.

**5.2.1. Cost Worksheet Instructions for Category 1 – Box Sales (Attachment G. Cost Worksheet v2, Category 1 – Box Sales worksheet tab)**

Based on historical purchase volumes, purchasing habits and need assessment surveys of Authorized Users, the State has identified specific items within each equipment subcategory. Based on the product specifications for each item, Suppliers shall propose the brand, model #, MSRP/List price, and proposed minimum discount off MSRP for an item in their equipment catalog that MEETS or EXCEEDS, the functionality, form, fit and function of the item specifications provided in the cost worksheet.

In order to be eligible for a CATEGORY AWARD, Suppliers are REQUIRED to provide the following information for ALL REQUIRED LINE ITEMS listed in the Category 1 - Box Sales pricing tab:

- a) The Manufacturer/Brand Name
- b) The Model/Part #
- c) The MSRP/List price
- d) The proposed MINIMUM Discount Percentage Off Published List Price

The functional equivalency of item(s) proposed will be evaluated by DOAS, who reserves the exclusive right to make the final determination whether an item, actually MEETS or EXCEEDS the required product specifications of the respective line item. The State reserves the right to request product demonstrations from the Supplier to further substantiate the determination of equivalency prior to award. Failure to provide the requested data and/or product demonstrations may be considered sufficient basis for rejection of the Supplier’s proposal. Suppliers should note that if any item proposed is not accepted by DOAS, it may result in an incomplete cost proposal which could result in disqualification from further consideration for award.

The proposed minimum discount % off MSRP provided per item in the Category 1 – Box Sales worksheet, will also be the contractual discount pricing and will apply to ANY exact/comparable Supplier catalog items offered for sale within the respective manufacturer/brand and will remain constant throughout the term of the contract, including any renewals.

NOTE: In order for the Total Proposed Category 1 Price and subcategory subtotals to compute, the Supplier must enter pricing for ALL pricing elements for ALL items within ALL subcategories.

**Category 1 - Additional Scored Instructions**

**(Attachment G. Cost Worksheet v2, Category 1 – Add'l Scored worksheet tab)**

Suppliers may submit responses on the "Additional Scored" tab of the cost worksheet for all listed manufacturers/brands that Supplier is authorized to sell on the provided list of manufacturers/brands. The manufacturers/brands listed are based on historical purchase volumes and purchasing habits.

Supplier agrees that the following government entities shall be eligible to receive any Educational Discount Price: University System of Georgia and all of its colleges and universities, the Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, Department of Early Care and Learning, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, libraries, public K-12 schools, public boards of education, local educational agencies ("LEA"), "local school systems" and "local units of administration as those terms are defined by O.C.G.A. § 20-2-242, and any other Purchasing Entity identified by mutual agreement as an educational entity.

IT SHOULD BE NOTED both a "Minimum Discount % off MSRP" and "Minimum Educational Discount % off MSRP" must be provided to qualify for additional points. Suppliers are also REQUIRED to provide a GREATER Minimum Education Discount % OFF MSRP than the proposed Minimum Discount % OFF MSRP for the designated manufacturer. The proposed minimum discount % off MSRP provided in the Category 1 - Add'l Scored worksheet per manufacturer/brand will also be the contractual discount price and will apply to ALL Supplier catalog items offered for sale within the respective manufacturer/brand and will remain constant throughout the term of the contract, including any renewals.

**5.2.2. Cost Worksheet Instructions for Category 2 – AV Solutions**

**(Attachment G. Cost Worksheet v2, Category 2 – AV Solutions worksheet tab)**

Based on historical project and turn-key Audiovisual solution purchases, the Category 2 – AV Solutions cost worksheet tab is devised to capture Supplier's proposed cost/pricing for equipment and professional services based on four (4) scenario projects:

1. Small Conference Room
2. Medium Sized Classroom
3. Medium Sized Conference Room
4. Large Sized Classroom

Each project includes manufacturer/brand, model/part #, quantity, and the unit of measurement (UOM) of all the equipment necessary to complete the project. Suppliers are required to propose exact or like items and to list manufacturer/brand, model/part #, item description, MSRP/List Price, and Proposed Minimum Discount % off MSRP of the proposed items. Please note that any Supplier Proposed "like" item must be of similar form, fit and function AND of EQUAL or GREATER QUALITY than the Line Item and Features specified by DOAS.

Supplier shall also input the number of Project Hours and the Average Hourly Rate for each of the six (6) professional service subcategories (Resource/Job Title) necessary to complete the project.

In order to be eligible for contract award for Category 2, Supplier(s) must provide ALL required product information and proposed pricing for ALL line items within each SCENARIO PROJECTS (1-4), as well as provide the average hourly rate and project hours for the professional services subcategories (Resource/Job Title).

The proposed minimum discount % off MSRP provided for each line item in the Category 2 – AV Solutions worksheet, will also be the contractual discount pricing and will apply to ANY exact/comparable Supplier Catalog items offered for sale within the respective manufacturer/brand and will remain constant throughout the term of the contract, including any renewals.

NOTE: In order for the TOTAL PROPOSED CATEGORY 2 PRICE to compute, the Supplier must enter pricing for ALL pricing elements for ALL equipment line items and professional services line items for ALL SCENARIO PROJETS (1-4)

NOTE: All pricing or billing related to travel and/or lodging must be itemized in a quote at the point of sale. In addition, if the Supplier is billing for travel and/or related expenses it must be aligned with the state's current travel policy or as it may be amended from time to time. Suppliers can review the State's travel policy at <https://sao.georgia.gov/travel/state-travel-policy>.

### **Category 2 - Additional Scored Instructions**

#### **(Attachment G. Cost Worksheet v2, Category 2 – Add'l Scored worksheet tab)**

Suppliers may submit responses on the "Additional Scored" tab of the cost worksheet, for all listed manufacturers/brands that Supplier is authorized to sell on the provided list of manufacturers/brands. The manufacturers/brands listed are based on historical purchase volumes and purchasing habits.

Supplier agrees that the following government entities shall be eligible to receive any Educational Discount Price: University System of Georgia and all of its colleges and universities, the Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, Department of Early Care and Learning, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, libraries, public K-12 schools, public boards of education, local educational agencies ("LEA"), "local school systems" and "local units of administration as those terms are defined by O.C.G.A. § 20-2-242, and any other Purchasing Entity identified by mutual agreement as an educational entity.

IT SHOULD BE NOTED both a "Minimum Discount % off MSRP" and "Minimum Educational Discount % off MSRP" must be provided to qualify for additional points. Suppliers are also REQUIRED to provide a greater Minimum Education Discount % OFF MSRP than the proposed Minimum Discount % OFF MSRP for the designated Manufacturer. The proposed minimum discounts% off MSRP provided in the Category 2 – Add'l Scored worksheet per manufacturer/brand discount, will also be the contractual discount price and will apply to ALL Supplier catalog items offered for sale within the respective manufacturer/brand and will remain constant throughout the term of the contract, including any renewals.

#### **5.2.3 Price Adjustment**

Discount percentage off published list price on equipment should stay firm throughout the contract term. Requests to adjust or increase the labor rates, may be proposed within ninety (90) days preceding contract renewal. Adjustments may not be requested during the initial term of the contract, (two (2) calendar year(s) from the execution date of the statewide contract(s) . Requests made outside of the allotted approval period will not be considered. Requests may only be submitted once annually.

The State will use the documentation provided by the supplier along with any relevant government indexes as the basis for its decision. The supplier must justify these requests with the submittal of market related documentation.

The US Bureau of Labor Statistics' Producer Price Index (PPI) and Occupational Employment and Wage Statistics (OEWS) program are the preferred benchmarking tools used by DOAS in the evaluation of Supplier price adjustment requests for equipment and labor, respectively. The PPI and OEWS can be reviewed and downloaded from the U.S. Department of Labor's website at <http://www.bls.gov>

## **6. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the following steps found below. The objective of the evaluation process is to identify the proposal which represents the best value to the State based on a combination of technical and cost factors. Based on the results of the initial evaluation, DOAS may or may not elect to

negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 "Scoring Criteria." Once the evaluation process has been completed (and any negotiations DOAS desires to conduct have occurred), the apparent successful supplier(s) will be required to enter into discussions with DOAS to resolve any exceptions to DOAS' statewide contract. DOAS will announce the results of the eRFP as described further in Section 6.9 "Public Award Announcement."

## **6.2. Evaluating Proposal Factors (Section 4)**

If the supplier's proposal passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

### **6.2.1. Review of Mandatory and Mandatory Scored Questions**

The Evaluation Team will review each supplier's response in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a supplier's response fails to meet a mandatory and/or mandatory scored eRFP requirement, DOAS will determine if the deviation is material. A material deviation will be cause for rejection of the supplier's response. An immaterial deviation will be processed as if no deviation had occurred. All responses which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 6.4 "Scoring Criteria."

### **6.2.2. Review of Additional Scored Questions (Technical/Proposal Factors)**

For all responses determined to be "Responsive Proposals", the Evaluation Team will review and score the responses to the Additional Scored Questions (if any) in accordance with the point allocation in Section 6.4 "Scoring Criteria."

The supplier will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

## **6.3. Evaluating Cost Proposal and Total Combined Score**

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, DOAS reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

As stated in Section 5, IN ORDER TO BE ELIGIBLE for award, Supplier(s) MUST, AT A MINIMUM, submit proposed pricing for ALL REQUIRED PRICE ELEMENTS listed within each subcategory FOR AT LEAST ONE CATEGORY as detailed in the cost worksheet. Suppliers that submit proposed pricing for all required pricing elements for multiple or all categories will be eligible for award in those respective categories. Specific instructions, associated with proposed pricing for individual price elements, are provided in Section 5.2 "Cost Structure and Additional Instructions".

### **6.3.1. Category 1 – Box Sales Cost Scoring**

For the purposes of evaluation only, DOAS will compute a Total Proposed Category 1 Price for equipment based on the Supplier provided Nationally Published List Prices, Supplier proposed minimum discount percentages off Published List Prices per manufacturer and the historical purchase habits of Authorized Users. Specifically, for each item in an equipment subcategory, DOAS will compute an extended Discounted Unit Price by multiplying the Supplier's Proposed Minimum Discount Percentage per item by the Supplier provided MSRP/List Price to determine the discount amount. This discount amount is then subtracted from the MSRP/List Price to determine

the Discounted Unit Price for that item. Discounted Unit Price(s) for all items within a subcategory will be summed to determine the Total Subcategory Price. All subcategory subtotals within the category will be summed to determine the Total Proposed Category 1 Price (computed).

The additional scored cost scoring will be evaluated based on the number of manufacturers/brands that Supplier is authorized to sell and provides discounts for from the supplied list of manufacturers/brands.

The Total Proposed Category 1 Price will be used to assign a cost proposal score in accordance with Section 6.3.3.

Supplier proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

### **6.3.2. Category 2 – AV Solutions Cost Scoring**

For the purposes of evaluation only, DOAS will compute a Total Proposed Category 2 Price by totaling the 4 scenario projects together based on the Supplier provided MSRP/List Prices, Supplier proposed minimum discount % off MSRP per line item and total labor cost for each scenario project. Specifically, for each equipment line item, DOAS will compute an Extended Discounted Price by multiplying the Supplier's Proposed Discount Percentage per manufacturer by the Supplier provided Published List Price to determine the discount amount. This discount amount is then subtracted from the Published List Price to determine the Discounted Unit Price for all line items specified for a manufacturer within an equipment subcategory. The Extended Discounted Prices for all line items within a scenario project will be summed to determine the scenario project equipment subtotal.

Each professional service line item will be calculated by multiplying the Supplier's proposed average hourly rate by the Supplier's proposed number of project hours per each professional service resource/job title. The scenario project labor cost for all line items within a scenario project will be summed to determine the scenario project labor subtotal.

The additional scored cost scoring will be evaluated based on the number of manufacturers/brands that Supplier is authorized to sell and provides discounts for from the supplied list of manufacturers/brands.

The Total Proposed Category 2 Price will be used to assign a cost proposal score in accordance with Section 6.3.3.

### **6.3.3. Total Cost Score**

Point allocation for the cost proposal will be applied at the category level. Specifically, the Subtotals for each equipment and/or subcategory within a category will be summed to determine the Supplier Total Proposed Category Price/ Supplier Total Proposed Scenario Project Price which will be used as a basis for point allocation and determination of the cost proposal score as outlined in Section 6.4.

### **6.3.4. Georgia Enterprises for Products and Services (GEPS)**

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing

GEPS' price with any other supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

#### 6.3.5. Total Combined Score

The supplier's cost score will be combined with the supplier's technical score to determine the supplier's overall score (or "total combined score").

Point allocation will be applied at the category level, meaning; technical proposal points will be calculated and combined with the total cost score for the category to determine the Supplier's total combined score for the category.

See Section 6.7, Selection and Award for specific details regarding the type of awards under consideration for this eRFP.

#### 6.4. Scoring Criteria

Maximum points available is one thousand (1000) per category. The evaluation is comprised of the following for each category:

##### Category 1 – Box Sales Point Allocation

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	300 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory & Additional Scored" Criteria	700 points
Total	N/A	1000 points

##### Category 2 – AV Solutions Point Allocation

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	250 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory & Additional Scored" Criteria	750 points
Total	N/A	1000 points

#### 6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, supplier's resident in the State of Georgia will be granted the same preference over supplier's 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 supplier's resident therein over supplier's resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

#### 6.6 Negotiations of Proposals and/or Cost Factors

DOAS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law and DOAS' established procurement policy. This section of the eRFP describes DOAS' process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a)(6); however, DOAS reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the supplier's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, DOAS URGES THE SUPPLIER (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE SUPPLIER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

#### **6.6.1. Overview of Negotiations**

After the Evaluation Team has scored the suppliers' proposals, DOAS may elect to enter into one or more rounds of negotiations with all responsive and responsible supplier or only those suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those suppliers included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the supplier cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

DOAS reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

#### **6.6.2. Negotiation Instructions**

Listed below are the key action items related to negotiations. The State's Negotiation Committee may consist of the State's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the State's Evaluation Committee.

- 1. Negotiation Invitation:** Those suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those suppliers identified by the State's Evaluation Team.
- 4. Additional Scored worksheets (Category 1 and Category 2)** will not be included in any negotiations round(s).

#### **6.6.3. Competitive Range**

If DOAS elects to negotiate pursuant to Section 6, DOAS may either (1) elect to negotiate with all responsive and responsible suppliers, (2) limit negotiations to those suppliers identified within the competitive range, or (3) limit negotiations to the number of suppliers with whom DOAS/Negotiation Team may reasonably negotiate as defined below. In the event DOAS elects to limit negotiations to those suppliers identified within the competitive range, DOAS will identify the competitive range by (1) ranking suppliers' proposals from highest to lowest based on each supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event DOAS determines the number of responsive and responsible suppliers is so great that the Negotiation Team cannot reasonably conduct negotiations (which determination shall be solely at DOAS' discretion and shall be conclusive), DOAS may elect to limit negotiations to the top ranked suppliers as determined by the Total Combined Score.

#### **6.6.4. Negotiation Round Completion**

As part of each round of negotiation, the Negotiation Team may or may not engage in verbal discussions with the suppliers. However, whether or not the Negotiation Team engages in verbal discussions, any revisions the supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Revisions which are not received prior to the due date and time cannot be considered; however, any supplier failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by DOAS.

#### **6.7. Selection and Award**

One of the main objectives of this eRFP is to identify qualified Suppliers that meet the standards of the State to deliver a wide variety of Audiovisual Equipment and Related Services to a broad and dispersed demographic of state and local government users, who require a high level of customer care before and after the sale.

DOAS desires to award contracts that provide the best value and services to state and local agencies. DOAS expects to make multiple awards, in each category, Category 1 – Box Sales, and Category 2 – Audiovisual Solutions, based on the most highly ranked proposals at the category level to responsive and responsible Suppliers that are (1) within a competitive range and/or (2) provide adequate sources of supply throughout the State of Georgia who offer products and/or services at competitive prices that meet or exceed the technical requirements set forth in the eRFP with whom DOAS has reached agreement on all contract terms and conditions.

If a responsive and responsible Supplier offer products/services that are in scope but are not otherwise available from other awarded sources of supply, such as a specific brand or new emergent technology, DOAS reserves the right to make additional contract awards if determined to be in the best interest of the State.

DOAS's expects to receive significantly lower pricing, when compared to pricing offered to other potential Authorized Users (e.g., state entity, city, county or university contracts). DOAS reserves the right to accept or reject any and all quotes, or separable portions, and to waive any minor irregularity, technicality or omission if DOAS determines that doing so will serve the State's best interest. DOAS reserves the right to: (a) request clarifications from Suppliers(s); (b) request resubmissions from all Supplier(s); and (c) take any other action as permitted by law.

#### **6.8. Site Visits and Oral Presentations**

DOAS reserves the right to conduct site visits or to invite suppliers to present their proposal factors/technical solutions to the Evaluation Team as part of the Technical Evaluation. Cost proposals and related cost information must not be discussed during the oral presentation of the supplier's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors".

#### **6.9. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of DOAS' expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME

PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD (“NOIA”) WILL BE PROVIDED BY DOAS. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award (“NOA”) is DOAS’ public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

## 7. Contract Terms and Conditions

The statewide contract that DOAS expects to award as a result of this eRFP will be based upon the eRFP, the successful supplier’s final response as accepted by DOAS and the contract terms and conditions (**Attachment I**), which terms and conditions can be downloaded from the eRFP. The “successful supplier’s final response as accepted by DOAS” shall mean: the final cost and technical proposals submitted by the supplier and any subsequent revisions to the supplier’s cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by DOAS, except that no objection or amendment by a supplier to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the statewide contract unless DOAS has explicitly accepted the supplier’s objection or amendment in writing.

Please review DOAS’ contract terms and conditions (**Attachment I**) prior to submitting a response to this eRFP. The contract terms and conditions presented in this document serves as a master umbrella for all Categories. Suppliers should plan on the contract terms and conditions contained in this eRFP being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the eRFP and the potential resulting statewide contract.

### Exceptions to Contract

By submitting a response, each supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If the supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. **Any exceptions to the statewide contract must be uploaded as part of the supplier’s response and should be provided as a red-line markup of the posted contract with inserted comments specifying the need for the changes. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.**

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with DOAS to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier. DOAS reserves the right to proceed to discussions with the next best ranked supplier.

DOAS reserves the right to modify the statewide contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful suppliers. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by DOAS, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by DOAS, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

## 8. List of eRFP Attachments

The following documents make up this eRFP. Please see Section 2.2.2 “eRFP Review” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

Attachment A

- A. Statewide Contract eRFP Template v2 (this document)
- B. Program Requirements Document (PRD) v2
- C. Category 1 – Mandatory Response Worksheet
- D. Category 1 – Requirements Response Document v2
- E. Category 2 – Mandatory Response Worksheet
- F. Category 2 – Requirements Response Document
- G. Cost Worksheet v2
- H. Virtual Offeror’s Conference Announcement
- I. Statewide Contract for AV Equipment & Related Services v2 (“Contract Terms and Conditions”, Reference Section 7)
- J. Category 2 – Supplier Contract Experience
- K. Comprehensive Scope of Work Template
- L. Immigration and Security Form
- M. Certificate of Non-Collusion (Reference Section 3.8)
- N. Tax Compliance Form
- O. Detailed Quote Example #1
- P. Detailed Quote Example #2
- Q. Supplier Response Submission Checklist
- R. Supplier Q&A Template
- S. Supplier General Information Worksheet
- T. Detailed Quote Example #3

**STATE OF GEORGIA  
STATEWIDE CONTRACT  
Attachment 1**

**Contract Terms and Conditions for Goods and Ancillary Services**

**A. DEFINITIONS AND GENERAL INFORMATION**

1. **Definitions.** The following words shall be defined as set forth below:
  - (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
  - (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
  - (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
  - (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
  - (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
  - (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
  - (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
  - (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
  - (ix) **"Statement of Work"** Any document in substantially the form of Exhibit A (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to a User Agency, which, upon signing by both parties shall be issued pursuant to the Contract.
  - (x) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the

Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

- (xi) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.
2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
  3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
  4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

## B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

## C. DESCRIPTION OF GOODS AND SERVICES

1. **Provision of Goods and Services** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX, the Statement of Work, and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.
5. **Acceptance.** Product shall be deemed accepted when the ordering User Agency determines that such Product successfully operates in accordance with the Requirements. Such User Agency shall commence Acceptance testing within five (5) business days, or within such other period as set forth in the applicable order or SOW, after Receipt/installation of the Product. Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between User Agency and Contractor. Contractor agrees to provide to the User Agency such assistance and advice as the User Agency may reasonably require, at no additional cost, during such Acceptance testing. Should User Agency fail to provide Contractor written notice of successful or unsuccessful Acceptance testing within five (5) business days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

If the Product does not meet the standard of performance during the initial period of Acceptance Testing, User Agency may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the User Agency may, at its option: (a) Terminate the Order; (b) demand replacement Product from Contractor at no additional cost to User Agency; or, (c) continue the cure period for an additional time period agreed upon by the User Agency and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

6. **New, Used or Altered Products.** All supplies, materials, and equipment supplied to the State must be new and in first-class condition unless the State or User Agencies requests a remanufactured or recycled/refurbished product or if the product is not available as new, such as in some replacement products provided for legacy equipment. If providing refurbished/recycled equipment, the Contractor must clearly indicate to the User Agency that the items being supplied are recycled/refurbished on any quotes, warranties, contracts and invoices provided. In such cases, the Contractor may propose used, recycled or refurbished items. However, the User Agency has the right to accept or not accept the proposed used, recycled or refurbished items. If awarded a contract, the Contractor must clearly indicate to the User Agency that the items being supplied are recycled/refurbished on any quotes, warranties, contracts and invoices provided.

- 7. Software and Specifications.** The Contractor shall provide all software ("Software") in strict compliance with the descriptions and representations as to the Software (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear in the RFX and the terms of the Statewide Contract.
- 8. Software Licenses.** Contractor shall provide Software licenses ("Licenses") in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. To the extent permitted and/or required by the Software publishers of any Software provided hereunder, Contractor hereby grants an irrevocable, nonexclusive, worldwide, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, modify, display, and perform copies of Software and accompanying documentation in accordance with the licensing capacity (if any) specified in the RFX and or applicable Purchase Instrument. User Agency may copy the Software as necessary to efficiently utilize the Software. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying:
- (i) For backup, archive or emergency restart purposes;
  - (ii) For disaster recovery and disaster recovery testing purposes;
  - (iii) To migrate the Software for use on other computers and/or hardware; and
  - (iv) To store the Software at any off-premise location which the User Agencies use for storage purposes.

If the Contractor is acting as a reseller of the Software, the Contractor must provide the Licenses, as required by the Software publishers, to the User Agencies and shall coordinate with any negotiations of such Licenses as may be conducted among the Agency, User Agencies and the Software publishers. All licenses provided hereunder shall remain in effect perpetually until termination of the Statewide Contract. Within thirty (30) days of any termination or expiration of each individual License, the User Agency will destroy all copies of the Software in its possession or control.

- 9. Software Exclusions.** Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:
- (i) Create derivative works based on the Software;
  - (ii) Reverse engineer, disassemble, or decompile the Software; or
  - (iii) Remove any identification or notices contained on the Software.

User Agencies will notify Contractor if the User Agencies become aware of any unauthorized third-party access to, or use of, the Software.

- 10. Services and other Deliverables.** Contractor shall provide services and other deliverables ("Services") in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. "Services" shall include administration, distribution, installation, configuration, support and training services as further described in the RFX. Contractor and any employees of Contractor will perform the Services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such Services are provided.

11. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy, the RFX, and the Response as accepted by the Agency. The Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

#### D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

## E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
  - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
  - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
  - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
  
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
  - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
  - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
  - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
  - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
  - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
  - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
  - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
  - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

## F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
  - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
  - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
  - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
  - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to 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 Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

## G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
  - (i) Any breach of the Statewide Contract;
  - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
  - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
  - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
  - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
  - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
  - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
  - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
  - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
2. **Duty to Reimburse State Tort Claims Fund.** 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 (and its insurers) 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 Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

- 3. Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties 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 the Indemnified Parties unless approved in writing by the Indemnified Parties.
- 4. Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
- (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

- 5. Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

## **H. INSURANCE**

Contractor shall provide all insurance as required by the RFX.

## I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

## J. WARRANTIES

- 1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

Contractor shall accept merchandise returns (in original packaging and re-sellable condition) from Authorized Users for a period of thirty (30) calendar days after completion and acceptance of delivery. Contractor shall provide full credit or refund to Authorized Users, whichever an Authorized User requests, within thirty (30) calendar days on all returns that are in original packaging and in re-sellable condition.

- 3. Product and Installed System Warranty.** Contractors must guarantee the equipment offered is new equipment with a warranty valid in the United States of America and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practices. Equipment furnished under the terms of this contract shall be guaranteed against faulty material and workmanship. The warranty shall include all parts, labor, travel and incidental expenses for the duration of the warranty. The warranty that is offered must carry the standard original equipment manufacturers (OEM) warranty or must be at least 1 year in length, whichever is greater.

Products that fail after acceptance and installation shall be covered under warranty. Products that are inoperative at installation or after acceptance shall either be replaced by the Contractor or repaired under warranty (at no charge to the User Agency). If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

For all Audiovisual Solutions installed projects, systems, and all related services, Suppliers must guarantee a workmanship warranty period of one hundred and eighty (180) days from Acceptance of the deliverable, or such longer period as may be agreed to in the applicable SOW.

Contractor agrees that all Audiovisual Solutions installed projects and systems shall be delivered

free of engineering, installation, and operating defects. Projects and Systems shall be engineered and installed for ease of operation, maintenance, and testing.

- 4. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 5. Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.
- 6. Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
- 7. Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
- 8. Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
- 9. Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.
- 10. Nonconforming Software.** All Software delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. In the event that any of the Software is found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and the User Agencies and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State from taking such action as may be required of it under any such law or

regulation.

User Agencies shall have the option of returning or replacing the defective Software at Contractor's expense. If the Contractor is the Software publisher, the Contractor shall perform all necessary repairs or modifications at its sole expense provided the State determines the performance of such repairs and modifications is in the State's best interest.

Payment for the Software shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

- 11. Originality and Title to Provided Software and Services.** Contractor represents and warrants that all the concepts, materials, Software and Services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials Software and Services. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Software and Services contemplated by the Statewide Contract. Contractor or the original Software publisher shall retain all right, title and interest in the Software and any accompanying documentation, including all applicable intellectual property rights.

The Contractor represents and warrants that the concepts, materials, Software and Services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, Software and Services will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

- 12. Title to Property.** The Contractor represents and warrants that title to any Software assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all Software shall be delivered free of any security interest or other lien or encumbrance.

The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

- 13. Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Goods, Software and Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

- 14. Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform the Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

All persons assigned to perform the Services under this Statewide Contract shall be qualified to

perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the Agency or User Agencies believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions

of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Statewide Contract.

## **K. PRODUCT RECALL**

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

## **L. CONTRACT ADMINISTRATION**

- 1. Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
  - (i)** First, by giving preference to the Statewide Contract Terms and Conditions.
  - (ii)** Second, by giving preference to the specific provisions of the RFX.
  - (iii)** Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
  - (iv)** The Statement of Work
- 2. Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

**3. Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

**4. Drug-free Workplace.** The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

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

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

- 5. State Security.** Contractor agrees to comply with all provisions of the then-current State of Georgia IT Policies, Standards, and Procedures, including but limited to those which may be found at <https://gta.georgia.gov/psg/> or a successor URL(s), as are pertinent to Contractor's operation. Contractor further agrees to comply with all provisions of the relevant User Agency's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such User Agency. For any individual User Agency location, security procedures may include but not be limited to: Background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all User Agency information with which such employees and agents come into contact while at the User Agency site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Contractor or an employee or agent of Contractor shall constitute a breach of its obligations under this Section and the Contract. Contractor shall immediately notify Agency and applicable User Agency of any breach of unencrypted and unredacted personal information and other personally identifying information provided by Agency or User Agency to Contractor. Contractor shall provide Agency and applicable User Agency the opportunity to participate in the investigation of the breach.
- 6. Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
- 7. Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.
- 8. Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
- 9. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the

mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

- 10. Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- 11. Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.
- 12. Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13. Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
- 14. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
- 15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

**20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

**21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

- (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
- (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- 22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 23. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 24. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia, another state, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State, another state, or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
- 29. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by

Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

- 30. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- 31. Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
- 32. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

- 33. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
- 34. Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 35. Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
- 36. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the

State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

- 37. Protection of Property.** The Contractor shall assume all costs, risks and liability for any construction related to building or structural modification needed for equipment installation and implementation at no additional cost to the State. The Contractor shall remove, discard, and properly dispose of any unused or otherwise non-operational equipment, materials, supplies and shipping packages, boxes/crates, wooden pallets, other refuse, etc., from the User Agency's premises immediately, at the Contractor's expense and at no additional cost to the User Agency.
- 38. Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

- (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
  - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

## M. USE OF THIRD PARTIES

1. **Subcontractor Disclosure.** The Contractor shall disclose all Subcontractors to Agency. The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations. The Contractor shall notify the Agency of any changes to its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities. The Contractor must disclose all Subcontractors in all Statement of Works (SOW) and/or Orders with User Agencies and must receive User Agency approval for any Subcontractor changes.
2. **Background Checks.** The Contractor shall perform background checks on staff including subcontractors. The Contractor shall not use staff that has criminal convictions. The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony. The Contractor shall promote and maintain an awareness of the importance of securing the Agency and/or User Agency's Information among the Contractor's employees and agents.
3. **Right to Remove individuals:** The Agency and/or User Agency may have the Contractor remove staff directly related to services of this contract. The Agency shall have the right at any time to require that the Contractor remove from interaction with Agency and/or User Agency

any Contractor representative who the Agency believes is detrimental to its working relationship with the Contractor. The Agency will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Agency signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such Individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the Agency's consent.

- 4. Rights and Obligations.** No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. Contractor is responsible for ensuring any third-party personnel performing under the contract adhere to contract terms/conditions and provide the level or quality of service required by the Original Equipment Manufacturer (OEM) specifications. Third-party personnel must be recognizable by uniform and ID upon providing service for User Agencies.

**EXHIBIT A:  
STATE OF GEORGIA  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DATA SECURITY TERMS AND CONDITIONS**

**A. DEFINITIONS AND GENERAL INFORMATION**

**1. Definitions.** The following words shall be defined as set forth below:

- (i) **"Authorized Persons"** means Contractor and its employees, subcontractors, or other agents to the extent necessary for such persons to access Sensitive State Data to enable Contractor to perform the services under this Agreement.
- (ii) **"Data Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store, or dispose of data is breached and Sensitive State Data is exposed to unauthorized access, use, disclosure, alteration, or theft.
- (iii) **"Personally Identifiable Information"** includes, but is not limited to, personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; Personal Information as defined in O.C.G.A. 10-1-911 and/or any successor laws of the State of Georgia; Personally Identifiable Information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; Medical Information as defined in Georgia Code Section 32.1-127.1:05; Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; Nonpublic Personal Information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- (iv) **"Personal Data"** as defined in O.C.G.A. § 10-1-911 means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:
  - a. Social security number;
  - b. Driver's license number or state identification card number;
  - c. Account number, credit card number, or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes, or passwords;
  - d. Account passwords or personal identification numbers or other access codes; or
  - e. Any of the items contained in subparagraphs (A) through (D) of this paragraph when not in connection with the individual's first name or first initial and last name, if the information compromised would be sufficient to perform or attempt to perform identity theft against the person whose information was compromised.
- (v) **"Sensitive State Data"** means all Personally Identifiable Information and other information that is not intentionally made available by the State on public websites or publications, including but not limited to business, administrative, and financial data, intellectual property, and patient, student, and personnel data and records not required to be publicly disclosed under the Georgia Open Records Act , O.C.G.A. § 50-18-72 et seq., including any plan, blueprint, or material which if made public would compromise security. Sensitive State Data includes data created or in any way originating with or on behalf of the State, and all data

that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or Contractor.

- (vi) **"Security Incident"** means the potentially unauthorized access by non-Authorized Persons to Sensitive State Data Contractor believes could reasonably result in the use, disclosure, alteration, or theft of the Sensitive State Data within the possession or control of Contractor or any cyber-attack, data breach, or identified use of malware that may create a life-safety event, substantially impair the security of data or information systems, or affect critical systems, equipment, or service delivery. A security incident may or may not turn into a Data Breach.

## B. Data Ownership and Protection

1. **Data Ownership.** The State will own all right, title and interest, including all intellectual property rights, in its data that is related to the services provided under this Agreement. Contractor shall not access Sensitive State Data, except 1) in the course of data center operations, 2) in response to service or technical issues, 3) as required by Contractor to perform the services covered by this Agreement or 4) at the State's request. Contractor has a limited, non-exclusive license to use Sensitive State Data solely for the purpose of performing its obligations under this Agreement.
2. **Data Protection.** Protection of personal privacy and data shall be an integral part of the business activities of Contractor and designed to ensure that there is no inappropriate or unauthorized access to or use of Sensitive State Data at any time. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of Sensitive State Data and comply with the following conditions:
  - (i) Contractor shall maintain appropriate administrative, physical, and technical security measures to safeguard against unauthorized access, use, disclosure, alteration, or theft of Sensitive State Data. Such security measures shall be in accordance with current NIST 800-53 standards commensurate with the FISMA data classification specified by the State. If no data classification is specified by the State, in accordance with the measures applicable to the FISMA moderate classification.
  - (ii) Contractor shall use industry best practices and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Agreement.
  - (iii) Where the security objectives of confidentiality, authentication, non-repudiation, or data integrity are categorized FISMA compliance level moderate or higher, all electronic Sensitive State Data shall be encrypted at rest on portable devices controlled by Contractor and in transit across public networks with controlled access. Unless otherwise provided in the Agreement, Contractor is responsible for encryption of the Sensitive State Data.
  - (iv) Unless otherwise provided in the Agreement Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Sensitive State Data to that which is absolutely necessary to perform job duties.
  - (v) Contractor shall not disclose Sensitive State Data to any third party without the prior written consent of the State except as otherwise provided by the Agreement or required by law. Contractor shall ensure that its employees and agents who will have potential access to Sensitive State Data have passed appropriate, industry standard background screening and possess the qualifications and training to comply with the terms of this Agreement.

Contractor shall promote and maintain an awareness of the importance of securing Sensitive State Data among Contractor's employees and agents.

**3. Data Location.** Contractor shall provide its services to the State solely from location(s) or data centers in the U.S. and Contractor shall notify State of such locations. Storage of Sensitive State Data at rest shall be located solely in location(s) or data centers in the U.S. and Contractor shall notify State of such locations. Contractor shall not allow its personnel or Authorized Persons to store Sensitive State Data on portable devices, including personal computers, except for devices that are used and kept only at U.S. location(s) or data centers. Contractor shall permit its personnel and consultants to access Sensitive State Data remotely only as required to perform services under this Agreement.

**C. Security Incident and Data Breach Responsibilities.** Contractor shall inform the State of any Security Incident or Data Breach.

**1. Incident Response.** Contractor may need to communicate with outside parties regarding a Security Incident or data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the Agreement. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Agreement. Any contacting of law enforcement on matters regarding State systems or data must be followed by a report to the Georgia Information Analysis and Sharing Center (G-ISAC) at (404) 561-8497.

**2. Security Incident Reporting Requirements.** Contractor shall report a Security Incident to the appropriate State identified contact within two hours of discovery.

**3. Breach Reporting Requirements.** Upon becoming aware of a Data Breach or Security Incident, Contractor shall

- (i) Promptly notify the State identified contact within two hours of discovery or sooner, unless shorter time is required by the Agreement or applicable law;
- (ii) Fully investigate the incident and cooperate fully with the State's investigation of and response to the incident. Except as otherwise required by law, Contractor shall not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the State;
- (iii) promptly implement necessary remedial measures reasonably determined by the State; and
- (iv) document responsible actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary

**D. Liability.**

**1.** If Contractor will under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Contractor shall reimburse the State in full for all costs incurred by the State in investigation and remediation of any Data Breach or Security Incident caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; a website or toll-free number and call center for affected individuals required by law, providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Breach or Security Incident.

2. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Contractor will reimburse the State in full for all costs reasonably incurred by the State in investigation and remediation of any Data Breach or Security Incident caused by Contractor.

## **E. Security**

1. **Data Center Audit.** If applicable in the performance of the services covered by this Agreement, Contractor shall ensure an independent audit or provide ISO 27001 certification of its data centers at least annually at its expense and provide a copy of the audit report upon request. A Service Organization Control (SOC) 2 audit report or approved equivalent (the ISO 27001 certification) sets the minimum level of a third-party audit.
2. **Security Processes.** Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and Contractor.
3. **Encryption of Data at Rest.** For data categorized as moderate or high in Federal Information Processing Standard 199, Contractor shall ensure confidentiality and integrity of information at rest consistent with security control SC-28, Protection of Information at Rest, in NIST Special Publication 800-53

## **F. Response to Legal Orders, Demands, or Requests for Data**

1. Except as otherwise expressly prohibited by law, Contractor shall:
  - (i) immediately notify the State of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Sensitive State Data;
  - (ii) consult with the State regarding its response;
  - (iii) cooperate with the State's reasonable requests in connection with efforts by the State to intervene and quash or modify the legal order, demand or request; and
  - (iv) upon the State's request, provide the State with a copy of its response.
2. If the State receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Georgia Open Records Act) or request seeking Sensitive State Data maintained by Contractor, the State shall promptly provide a copy to Contractor. Contractor shall promptly supply the State with copies of data required for the State to respond and shall cooperate with the State's reasonable requests in connection with its response.

## **G. Termination Obligations.**

Upon termination or expiration of the Agreement, Contractor shall implement In the State's sole discretion, a secure, orderly (1) destruction of, or (2) return of Sensitive State Data in the format and at a time specified by State. Transfer to State or a third party designated by State shall occur without significant interruption of service and, to the extent technologically feasible, State shall have access to Sensitive State Data during the transfer. Following such transfer, Contractor shall securely destroy Sensitive State Data in its possession or control. Contractor shall not destroy any Sensitive State Data that has not been returned to State in the event of ongoing contract or other disputes between the parties or for so long as amounts remain payable by State.

Destroyed Sensitive State Data shall be permanently deleted and shall not be recoverable according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to the State. Contractor may retain a copy of Sensitive State Data if necessary to comply with law or its applicable professional standards.

## **H. Compliance**

1. Contractor shall comply with all applicable laws and industry standards in performing services under this agreement. Any Contractor personnel visiting the State's facilities will comply with all applicable State policies regarding access to, use of, and conduct within such facilities. The State shall provide copies of such policies to Contractor upon request.
2. Contractor warrants that the service it will provide to the State is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
3. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the service provided to the State, Contractor shall, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the Request.

## Program Requirements Document

### Solicitation Intent

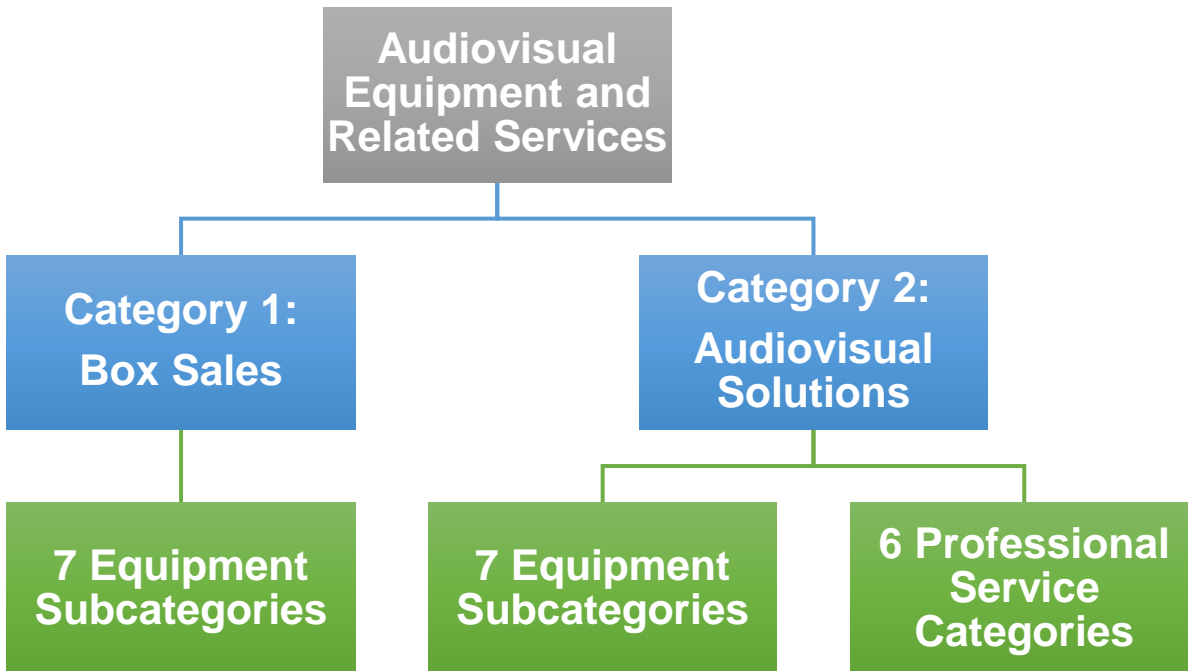
The purpose and intent of this eRFP are to establish a statewide source of supply and services for Audiovisual Equipment and Related Services and to identify qualified Suppliers that have the depth, breadth, and quality of resources necessary to meet all the standards of the State, to deliver a wide variety of Audiovisual Equipment and Related Services to a broad and dispersed demographic of state and local government users, who require a high level of customer care before and after the sale.

DOAS desires to award contracts that provide the best value and services to state and local agencies. DOAS expects to award multiple contracts in each category that are (1) within a competitive range and/or (2) provide adequate sources of supply throughout the State of Georgia. For the category that the Supplier is responding to, Suppliers must provide a full range of product/service offerings for all the subcategories within that category.

### Relevant History

Through spend analysis encompassing fiscal years 2019-2022 (July 1, 2019 – June 30, 2022), Authorized Users of the current statewide contract spend, on average, approximately \$35.80M annually on the products outlined in this eRFP. Please see section 1.2 of **Attachment A. Statewide Contract eRFP Template v2** for further spend data details.

The equipment and services pursuant to this eRFP have been separated into the below listed categories and subcategories:



<b><u>Equipment Subcategory Descriptions (Applicable to Category 1 and 2)</u></b>	
<b>1 Audio Equipment</b>	Assistive Listening Devices, Audio Production Equipment, Acoustic Materials, Microphones. Amplifiers, Audio Mixers, Consoles, Speakers, Sound Masking & Speech Privacy Systems, Amplifiers, Audio Mixers, Consoles, Speakers, Audio processors, Public Address, Paging & Background Music Systems, and Intercom & IFB Systems.
<b>2 Unified Communications, Discussion System and Conferencing Solutions Related Equipment</b>	Web conferencing equipment, Conferencing/Discussion System Packages, Telephony & VoIP Systems, All-in-one collaboration systems, and video conferencing systems.
<b>3 Digital Distribution Equipment, Signal and Control Management Equipment, and Production Recording Equipment</b>	Digital distribution equipment, Wireless Signal Processing equipment, control systems, control interfaces and panels, touch panel/touchscreen controls, remote controls/controllers, media control & distribution systems, control processors, room controllers, routing/switching devices, audio processors, video processors, transmitters, receivers, wireless signal processors, input/output boards; streaming media processors, players, recorders & servers, content recording & storage systems, signal routing and switching equipment, and Signal Processing Systems.
<b>4 Displays, Monitors, Projectors and Projector Screens</b>	Professional grade projection screens, projectors, LED/LCD monitors, LED/LCD panels, displays, computer monitors, video walls and video wall components.
<b>5 Camera, Lighting, Studio Production, Visualizers, and Video Related Equipment</b>	Video Cameras, Digital Cameras, Document cameras, studio cameras, Camera Lenses, Camera Auxiliary equipment, Related Digital Camera Products; Studio Lighting, Stage lighting, strobe lighting, and video production camera switcher.
<b>6 Integrated all-in-one presentation equipment.</b>	A single piece of equipment that combines a control processor with audio/visual switching and routing functions.
<b>7 Auxiliary AV Equipment</b>	Peripheral and supplemental products that are necessary to support the operation of supplied equipment and solutions.  <ol style="list-style-type: none"> <li>1. Technical Furniture - Credenzas, tables, consoles</li> <li>2. Cables and Adapters - HDMI, USB, audio, Category cable, bulk cable, etc.</li> <li>3. Mounting, racking, and power conditioning/distribution equipment</li> <li>4. Computer Peripherals</li> </ol>

**Audiovisual Solutions Subcategory Descriptions**  
**Professional Services (Applicable to Category 2)**

<b>1 Install Technician</b>	Install, repair, or adjust audiovisual system components, audio or television receivers, stereo systems, camcorders, video systems, or other electronic entertainment equipment.
<b>2 Service/Maintenance Technician</b>	Performs routine and non-routine maintenance on audiovisual system components, audio or television receivers, stereo systems, camcorders, video systems, or other electronic entertainment equipment as well as performs break/fix repairs.
<b>3 Systems Programmer</b>	Create, modify, and test the code and scripts that allow computer/control processes and applications to run. Work from specifications drawn up by software and web developers or other individuals. May develop and write computer/control programs and configurations to store, locate, and retrieve specific documents, data, and information.
<b>4 Project Manager</b>	Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer.
<b>5 Systems Designer/Drafter</b>	Prepare wiring and system diagrams, and layout drawings used for the manufacture, installation, or repair of electrical equipment.
<b>6 Commissioning/System Engineer</b>	Plays the major role in setting up, configuring, implementing, troubleshooting, and maintaining systems such as cameras, lighting, control systems for broadcast microphones, and communications. Ensures that audiovisual hardware and software meet the needs of the scope of work, checks cable and wiring of the system.

Supplier(s) must describe their ability to provide products and services to various Georgia governmental entities in at least one of the Categories. Suppliers are required to provide all equipment available in each subcategory within each awarded category (Box Sales and/or Audiovisual Solutions).

As the Audiovisual industry evolves and creates more efficient solutions, the State reserves the right to add new categories/subcategories that embrace any changing or emerging technologies that are consistent with, and do not materially deviate from, the general scope set forth in this eRFP.

**General Mandatory Requirements – Applicable to all Suppliers submitting a response to this eRFP**

- **Debarred, Suspended, or placed on Notice**  
Suppliers must disclose whether their company has ever been debarred, suspended, or placed on notice for default from any client. If so, the Supplier must disclose the client, date, summary of the occurrence, and any results or mitigating circumstances in an attachment. If the Supplier has never been debarred, suspended, or placed on notice for default from any client, Still select yes as an agreement to the requirement.
- **Marketing Plan**  
Supplier agrees to submit, within 30 days upon contract award, a Marketing Plan, which details Supplier's proposed actions to actively market/grow the use of any resulting statewide contract, should Supplier be awarded a statewide contract.
- **Educational Discount**  
Supplier agrees to provide an additional educational discount where eligible and agrees that the following government entities shall be eligible to receive any Educational Discount Price: University System of Georgia and all of its colleges and universities, the Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, Department of Early Care and Learning, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, public K-12 schools, public boards of education, local educational agencies ("LEA"), "local school systems" and "local units of administration as those terms are defined by O.C.G.A. § 20-2-242, and any other Purchasing Entity identified by mutual agreement as an educational entity.

**1) Category 1 – Box Sales Qualifications and Requirements**

**Box Sales: defined as those that are routinely available through resellers that require no specific license or manufacturer certification to procure, install, or use. Awarded Suppliers for the Box Sales category will be expected to provide proposed equipment for all seven (7) equipment subcategories.**

**a) Qualifications**

Suppliers submitting a response in this Category must meet the below listed Qualifications:

- i) Must be a current provider of professional/industrial grade audio, video, studio production, or photographic equipment, supplies, and/or services and have been in business for at least two years. If Supplier's business has experienced changes such as reorganization or mergers that will affect Supplier's ability to show the requirement is met, Supplier must upload an attachment explaining the company's history. The attachment must provide a sufficient description for each merger or acquisition to enable DOAS to easily determine the years of experience of the combined entity.
- ii) Supplier agrees to provide the assigned State of Georgia Contract Representative's name, phone number, and email address. Supplier must also provide management personnel's name(s) and phone number(s) to be contacted if problems or emergencies arise.
- iii) Supplier's quotes should list awarded Supplier's assigned Statewide Contract number and must include detailed breakdown of cost for equipment and/or services (model numbers, specific versions of equipment, misc. materials, etc.) Supplier shall not itemize quotes as generalized line items that group more than one cost element together. All product deliveries will be F.O.B. destination and shipping charges must be included in the proposed price. Please see Attachments O, P, and T for examples of how a detailed quote with breakdown of cost for equipment and/or services should look like.
- iv) Supplier shall accept merchandise returns (in original packaging and re-sellable condition) from Authorized Users for a period of thirty (30) calendar days after completion and acceptance of delivery. Supplier shall provide full credit or refund to Authorized Users,

whichever an Authorized User requests, within thirty (30) calendar days on all returns that are in original packaging and in re-sellable condition.

**b) Requirements**

i) Customer Service

The State desires Suppliers that can provide a high level of customer service support, before and after the sale of goods/services as well as effective administrative and internal operations to efficiently service Authorized Users of the State.

(1) Supplier shall provide the following types of Customer Service options:

- (a) Manned telephone support by English-Speaking personnel
- (b) Monitored Email Support
- (c) Remote assistance using Remote Desktop and a Virtual Private Network where available

These inquiries include product information, billing questions, disputes, delivery disputes, product returns, pricing information, adding, or deleting account names, addresses, phone numbers, and training requests.

(2) Telephone Support

- (a) 8:00 A.M. to 5:00 P.M. EST Monday – Friday

(3) Email Support

- (a) Monitored 8:00 A.M. to 5:00 P.M. EST Monday – Friday
- (b) Emails received outside of office hours will be collected; however, no action can be guaranteed until the next working day.

ii) Ordering, Shipping, & Delivery

The global supply chain issues have affected all industries and markets. Three of the most critical challenges facing global supply chains are: labor shortages, equipment availability, and the ripple effect of global bottlenecks. The State desires Suppliers that can navigate, manage, and adjust to these issues while still servicing the State and its Authorized Users.

- (a) All Quotes in Category 1-Box Sales shall be provided within two (2) business days.
- (b) Supplier shall, upon receipt of Purchase Order, provide Authorized User with an estimated time of delivery and shall keep Authorized User up to date of any changes to the timeline.
- (c) Supplier agrees that all quotes must include a detailed breakdown of cost for equipment and/or services (model numbers, specific versions of equipment, misc. materials, etc.) Supplier shall not itemize quotes as generalized line items that group more than one cost element together. Supplier shall not hide any details contributing to the end price to the Authorized User.
- (d) Supplier shall list the applicable purchase order number on all invoices and packing slips.

iii) Maintenance, Repair, & Warranty

- (a) Supplier shall work with manufacturers on Authorized Users' behalf, for any equipment repairs or replacements that are needed or assistance with manufacturer warranty details as requested by Authorized Users.

iv) State of Georgia Coverage

Authorized Users to the resultant contract are located in different geographies, spanning rural and metropolitan areas within the State of Georgia. Any products included herein

will be ordered and used from various locations throughout the entire state. The State desires Supplies that can effectively ensure they can, throughout the contract term, always service the entire State of Georgia and its Authorized Users. The State encourages Suppliers to leverage its capabilities by contracting with Subcontractors and Georgia Small Businesses to ensure adequate servicing across the State.

**c) Cost/Price Structure**

The State expects that all Supplier's available manufacturer discount lists, within the category scope of this eRFP, will be offered to Authorized Users upon award of contract. The State expects Supplier(s) to submit their most aggressive and competitive discount percentages off MSRP. Additional manufacturer discount list currently not proposed on the Cost Worksheet, shall be submitted upon award.

Additions/subtractions of manufacturers to this manufacturer discount list shall be provided to the assigned Contract Manager. Please Note, all minimum discounts will remain constant throughout the term of the contract, including any renewals.

**2) Category 2 – Audiovisual Solutions Qualifications and Requirements**

**Defined as those that are typically sold only by resellers with manufacturer certifications/licenses. These products are most often accompanied by professional services such as engineering & design, programming, installation, maintenance, and repair. Awarded Suppliers for the Audiovisual Solutions category will be expected to provide the proposed equipment for all seven (7) equipment subcategories as well as support services for all six (6) professional service subcategories. Authorized Users are allowed to only purchase equipment in this category, there is no requirement where services must be included in each purchase.**

**a) Qualifications**

Suppliers submitting a response in this Category must meet the below listed Qualifications:

- i) Must be a current provider of professional/industrial grade audio, video, studio production or photographic equipment, supplies and/or services and have been in business for at least two years. If Supplier's business has experienced changes such as reorganization or mergers that will affect Supplier's ability to show the requirement is met, Supplier must upload an attachment explaining the company's history. The attachment must provide a sufficient description for each merger or acquisition to enable DOAS to easily determine the years of experience of the combined entity.
- ii) Supplier agrees to provide the assigned State of Georgia Contract Representative's name, phone number, and email address. Supplier must also provide management personnel's name(s) and phone number(s) to be contacted if problems or emergencies arise.
- iii) The Supplier, and all of its subcontractors, agrees to adhere to industry and Authorized User's system standards in all aspects of providing equipment and services under this Agreement. Any deviation in system design, equipment, or configuration from the Authorized User's standards must be pre-approved in advance.
- iv) Supplier's access to Authorized User's facilities and resources shall be properly authorized by Authorized User's personnel, based on business needs, will be restricted to the least possible privilege. Upon approval of access privileges, the Supplier shall maintain strict adherence to all policies, standards, and procedures of the Authorized User. Failure of the Supplier, its agents, or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws. Any and all

Audiovisual Equipment and Related Services  
Attachment B – Program Requirements Document (PRD)

recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Supplier.

- v) At point of sale, for Suppliers proposed manufacturers equipment and services submitted in response to this RFP, Supplier agrees to provide proof that Supplier is authorized to distribute, install, maintain, and/or provide training and technical support for all of those submitted manufacturers. Generally, such proof consists of scanned copies of original manufacturer authorization letters bearing the manufacturer's letterhead. Authorization letters must be current and must clearly indicate manufacturer certifications/licenses and whether Supplier is authorized to distribute, install, maintain, and/or provide training or technical support for the equipment being proposed. Supplier agrees to submit proof of manufacturer certifications/licenses when submitting its response to this RFP. Awarded Suppliers may request to add additional certified manufacturers throughout the contract term by providing proof to the assigned DOAS Contract Manager that Supplier is authorized to distribute, install, maintain, and/or provide training and technical support for the newly added manufacturer.
- vi) Supplier's quotes should list awarded Supplier's assigned Statewide Contract number, and must include detailed breakdown of cost for equipment and/or services (model numbers, specific versions of equipment, misc. materials, etc.) Supplier shall not itemize quotes as generalized line items that group more than one cost element together. All product deliveries will be F.O.B. destination and shipping charges must be included in the proposed price. Please see Attachments O, P, and T for examples of how a detailed quote with breakdown of cost for equipment and/or services should look like.

NOTE: All pricing or charges related to travel and/or lodging must be itemized in a quote at the point of sale. In addition, if the Supplier is charging for travel and/or related expenses it must be aligned with the state's current travel policy or as it may be amended from time to time. Suppliers can review the State's travel policy at <https://sao.georgia.gov/travel/state-travel-policy>.

- vii) Supplier must provide (upload) a list of similar services/projects performed under a contract, that have been terminated by any client in the past three (3) years and reason(s) for termination.
- viii) Supplier agrees to commit and remain in compliance with the AVIXA's ten (10) Standards of Excellence and agrees that a minimum of one (1) of assigned employees for projects that require professional services to be provided on Authorized Users premises, has the AVIXA CTS (Certified Technology Specialist) Certification.
- ix) Supplier agrees that the State, and all of the Authorized Users, will own all right, title, and interest, including all intellectual property rights, in its data that is related to the services provided under this Agreement, (i.e., all electronic content, custom programming codes, design drawings). Contractor shall not access Sensitive State Data, except as requested or permitted by Authorized user in the following scenarios: 1) during data center operations, 2) in response to service or technical issues, 3) as required by Contractor to perform the services covered by this Agreement or 4) at the State's request. Contractor has a limited, non-exclusive license to use Sensitive State Data solely for the purpose of performing its obligations under this Agreement. Storage of Sensitive State Data at rest shall be located solely in location(s) or data centers in the U.S. and Contractor shall notify State of such locations.

**b) Requirements**

- i) **Supplier Contract Experience**  
The State desires Suppliers to have a history of providing products and services similar in scope to requirements of Category 2-Audiovisual Solutions of this eRFP, specifically

highlighting any previous governmental, State of Georgia, Higher Education and/or similar State experience. This is to ensure the State that Suppliers have the capabilities and bandwidth needed to efficiently service Authorized Users of the State.

ii) Customer Service

The State desires Suppliers that can provide a high level of customer service support, before and after the sale of goods/services as well as effective administrative and internal operations to efficiently service Authorized Users of the State.

(1) Supplier shall provide the following types of Customer Service options:

- (a) Manned telephone support by English-Speaking personnel
- (b) Monitored Email Support
- (c) Remote assistance using Remote Desktop and a Virtual Private Network where available
- (d) Planned or Emergency Onsite assistance

These inquiries include product information, billing questions, disputes, delivery disputes, product returns, pricing information, adding, or deleting account names, addresses, phone numbers, and training requests.

(2) Telephone Support

- (a) 8:00 A.M. to 5:00 P.M. EST Monday – Friday
- (b) Calls received out of office hours will be forwarded to a mobile phone, and best efforts will be made to answer the call, however, there will be a backup answer phone service in case of no answer.
- (c) The service provider will respond to, and acknowledge service-related inquiries, incidents, and requests submitted by the Authorized User within 24 hours after initial contact unless a priority level accompanies the request. See further below for priority level descriptions and applicable response times.
- (d) If onsite assistance via a service technician is needed, the technician must be dispatched within 48 hours during the business week of the initial service call.

(3) Email Support

- (a) Monitored 8:00 A.M. to 5:00 P.M. EST Monday – Friday
- (b) Emails received outside of office hours will be collected; however, no action can be guaranteed until the next working day.
- (c) The Service Provider will respond to, and acknowledge, service-related inquiries, incidents, and requests submitted by the Authorized User within 24 hours after initial contact unless a priority level accompanies the request. See further below for priority level descriptions and applicable response times.
- (d) If onsite assistance via a service technician is needed, the technician must be dispatched within 48 hours during the business week of the initial service call.

(4) Priority Levels for Service Request

If the request or inquiry is accompanied by a priority level based on urgency and potential impact (Critical, High, Medium, Low), the Supplier shall meet the timeframes described below.

- (a) Critical: This priority level consists of requests that are characterized as high urgency and high impact. Typically, these requests deal with issues that prevent the
- (b) High: This priority level consists of requests that are characterized as medium or moderate urgency and impact. Typically, these requests deal with issues that result in impaired work functions and have a business unit/user group/single user impact.

Audiovisual Equipment and Related Services  
Attachment B – Program Requirements Document (PRD)

- (c) Medium: This priority level consists of requests that are characterized as medium or moderate urgency and impact. Typically, these requests deal with issues that result in impaired/limited work functions but have an effect limited to a user group or a single user.
  - (d) Low: This priority level consists of requests that are characterized as inconvenient. Typically, these requests are not crucial to primary business/operating functions.
  - (e) Response time:
    - (i) 0-8 hours (during business hours) for issues classified as Critical and High priority.
    - (ii) Within 48 hours for issues classified as Medium priority.
    - (iii) Within five working days for issues classified as Low priority.
- (5) After-Hours Support
- (a) "After hours" support or services offered outside of normal business hours (8:00am to 5:00 pm, EST or EDT, Monday through Friday) shall be provided.
- iii) Ordering, Shipping, & Delivery
- The global supply chain issues have affected all industries and markets. Three of the most critical challenges facing global supply chains are: labor shortages, equipment availability, and the ripple effect of global bottlenecks. The State desires Suppliers that can navigate, manage, and adjust to these issues while still servicing the State and its Authorized Users.
- (a) Supplier shall, upon receipt of Purchase Order, provide Authorized User with an estimated time of delivery and shall keep Authorized User up to date of any changes to the timeline.
  - (b) Supplier agrees that all quotes must include a detailed breakdown of cost for equipment and/or services (model numbers, specific versions of equipment, misc. materials, etc.) Supplier shall not itemize quotes as generalized line items that group more than one cost element together. Supplier shall not hide any details contributing to the end price to the Authorized User.
  - (c) Supplier shall list the applicable purchase order number on all invoices and packing slips.
- iv) State of Georgia Service Coverage
- Authorized Users to the resultant contract are located in different geographies, spanning rural and metropolitan areas within the State of Georgia. Any products included herein will be ordered and used from various locations throughout the entire state. The State desires Supplies that can effectively ensure they can, throughout the contract term, always service the entire State of Georgia and its Authorized Users. The State encourages Suppliers to leverage its capabilities by contracting with Subcontractors and Georgia Small Businesses to ensure adequate servicing across the State.
- v) Maintenance, Repair & Warranty
- The estimated lifespan of typical AV equipment ranges from 3-10 years depending on the item. It is very important that the State Authorized Users have access to minimum required, and additional warranty/maintenance services on top of the standard manufacturer/brand warranty/maintenance.
- (a) For all Audiovisual Solutions installed projects, systems, and all related services, Suppliers must guarantee a workmanship warranty period of one hundred and eighty (180) days from Acceptance of the deliverable, or such longer period as may be agreed to in the applicable SOW.

- (b) Supplier must repair or replace the equipment or provide a loaner or similar functionality for the Customer's use while replacement parts are located.
- (c) Repair/Replacement time based on priority level:
  - (i) Critical: This priority level consists of requests that are characterized as high urgency and high impact. Typically, these requests deal with issues that prevent the Authorized User from performing their primary work functions and have an enterprise/department/business unit-wide effect if unresolved.
  - (ii) High: This priority level consists of requests that are characterized as medium or moderate urgency and impact. Typically, these requests deal with issues that result in impaired work functions and have a business unit/user group/single user impact.
  - (iii) Medium: This priority level consists of requests that are characterized as medium or moderate urgency and impact. Typically, these requests deal with issues that result in impaired/limited work functions but have an effect limited to a user group or a single user.
  - (iv) Low: This priority level consists of requests that are characterized as inconvenient. Typically, these requests are not crucial to primary business/operating functions.
- (d) Repair/Replacement time:
  - (i) Critical: Same business day
  - (ii) High: within one business day
  - (iii) Medium/Low: within five business days.
- (e) Extended Warranty Offerings
  - (i) To be inserted upon award based on awarded Supplier's response to Category 2 – Audiovisual Solutions Mandatory Scored Question #6**
  
- vi) Project Management & System Integration Requirements

The State desires Suppliers to have high, effective, and efficient, project and resource management capabilities and the ability to work on multiple projects simultaneously, specifically within the following areas:

  - (a) Scope Management
  - (b) Schedule Management
  - (c) Cost Management
  - (d) Task Management
  - (e) Quality Management
  - (f) End User Training
  
- vii) Standard Project Operating Procedures

All Audiovisual projects and integrations that include professional services provided by Supplier, should be formally managed by a full time, in-house employee of the Supplier whose primary role is project management. All major components of the project should be detailed and outlined using a Comprehensive Scope of Work, either Attachment K. Comprehensive Scope of Work Template provided in this RFP or a Supplier specific Comprehensive Scope of Work. The Comprehensive Scope of Work should clearly state all necessary steps and requirements of the project and the process to fully achieve the Authorized User's project goals. Each phase/milestone of the project should also clearly indicate the line-item price of each component included in each phase. Milestone payments are allowed for Audiovisual Solutions Projects but should be fully agreed upon by both Authorized User and Supplier before the project can commence. Authorized User and Supplier shall both sign off on the acceptance of the project for each milestone phase before any payment is made. Any change in key personnel of the project shall be communicated in writing to the Authorized User.

(1) Project Management

The assigned Project Manager shall be the point of contact and available to the State Agency/Authorized User from start to finish and throughout the project integration phases. Regularly scheduled meetings should be held to ensure completion of each phase of the project. The project manager is to be knowledgeable of the specific project, industry, and professional standards and current with proper installation techniques. Prior to the designee of the Authorized User approving any milestone payments, the project manager shall be responsible for providing proof of performance, quality installation and that all equipment is accounted for as part of each phase and the official system sign-off. Sign-off must be obtained from the system owner or designee of the Authorized User.

(2) Scope of Work

In addition to clearly stating all necessary steps, requirements, phases, milestone payments outlined in the agreed upon Comprehensive Scope of Work. The Scope of Work should include written specifications that define the overall system quality expectations, a bill of materials or equipment listing.

(3) Design Package and Design Review

All design documents should include the deliverables below and must be reviewed and approved by the system owner/requestor before moving forward with the project.

(a) Architectural and Infrastructure Drawings

(i) Describe architectural details and AV Electrical and Communications plans for the floor, wall, and ceiling.

(b) AV Systems Drawings

(i) Shall include power, grounding and signal wiring details, device locations, rack elevations, plate, and panel details system functional diagram.

(c) AV System Specifications

(i) Shall include system description, control systems graphical user interface (GUI) design and functional description, CSI specifications (scope, equipment, and installation details)

(4) Staging

(a) Per Authorized User's request, Suppliers shall stage all system integration on an agreed upon date to provide proof of performance. Supplier shall stage the functionality as best they can. If applicable, the following system deliverables are due during staging:

(i) Full demonstration of system functionality as can be reasonably staged

(ii) For partial system upgrades, at a minimum the control programs functionality shall be virtually demonstrated. Additionally, all new equipment must at least be powered up to verify out of box functionality.

(b) Control Program Functionality

(i) Supplier shall provide a functional control program and control user interface.

(c) Equipment Documentation

(i) Documentation must include manufacturer name, model number, serial number, mac address.

(d) Complete Wiring Diagrams

(5) Installation

Installation and operation shall adhere to all appropriate National, Government, and/or Local Life Safety and/or Support Codes, whichever are the more stringent for each facility

or project performed. At a minimum, the systems shall be installed according to "National Fire Protection Association (NFPA), Section 70, National Electrical Code (NEC)", "NFPA, Section 101, Life Safety Code", the specifications included within the Comprehensive Scope of Work (SOW), and the audiovisual systems original equipment manufacturer's suggested installation design, recommendations, and instructions. The Supplier shall ensure that all management, sales, engineering, and installation personnel have read and understood the requirements of the Authorized User's SOW before the systems are designed, engineered, delivered, and provided. Additionally, Installation crew must have the following upon arriving to the installation site:

- (a) Complete wiring diagrams and detailed knowledge of the system functionality
  - (b) Scope of Work
  - (c) Knowledge of location
  - (d) Buyer's contact information
  - (e) At least one member of the Supplier's on-site installation crew must be AVIXA CTS Certified
- (6) Acceptance & Commissioning
- The installed system must be fully tested by the Supplier with all possible sources and in every configuration prior to commissioning to the Authorized User. This includes several system shutdowns and restarts after the final programs have been loaded. Supplier is to then demonstrate all system functionality and scope deliverables to the Buyer. The process for commissioning should involve the following actions in the below general order.
- (a) Perform preliminary tests on the completed system installation
  - (b) Generate a SOW deviations list, an exceptions list, or a list of incomplete work/tasks.
  - (c) Establish substantial completion with system owner:
    - (i) At the conclusion of the Acceptance Test, using the agreed upon Comprehensive Scope of Work, the designee of the Authorized User and the Supplier shall jointly agree to the results of the test, and reschedule testing on deficiencies and shortages, if any. Any retests that are needed to reach agreement on the results of these tests or to later establish compliance with these specifications will be done at the Contractor's expense.
  - (d) Inspect, test, and align System:
    - (i) Activities should include, but are not limited to, physical and mechanical inspections, operational tests, and individual item/equipment tests.
  - (e) All applicable functional end-user training shall be provided by the Supplier. Advanced end-user training should be offered by the Supplier and provided upon request by Authorized User.
- (7) Project Closeout Deliverables (Prior to Sign-Off)
- (a) Prior to project closeout, an inspection shall be performed to determine the completeness of the work and an exceptions list shall be provided to the Authorized User. Projects for both materials and services cannot be signed off on for final payment until system functionality has been proven to meet project scope. The following deliverables should be included as part of the Project closeout:
    - (i) Un-compiled control program and user interface files individually by room.
    - (ii) Audio DSP program files individually by room.
    - (iii) As built wiring diagrams in .DWG and PDF formats individually by room
    - (iv) Any passwords associated with the equipment and system programming individually by room.
    - (v) Data equipment warranties begin and duration; Suppliers must be able to provide customers with PO numbers they used to order equipment from manufacturer if

requested. This information is often needed for warranty and post installation needs.

- (vi) Equipment Manual(s) that detail the theory of operation and shall include narrative descriptions, pictorial illustrations, block and schematic diagrams, and parts list.
- (vii) System Operation Manual(s): Produce this manual specifically for the system provided to the Authorized User. The manual shall describe all procedures necessary to activate the system to provide for the functional requirements, except as specifically excluded by the Authorized User. This section shall provide a non-technical graphic and narrative “how-to” users guide for the procedures needed to operate the system. The document shall contain a section on operating the system’s equipment in the event of control system failure. Control system touch panel layouts shall be accompanied by narrative text describing step-by- step function engagement.
- (viii) If requested by Authorized User, all applicable serial numbers, mac addresses, asset tags, and cyber tags, shall be provided by Supplier for all installed equipment.

**c) Cost/Price Structure**

The State expects that all Supplier’s available manufacturer discount lists, within the category scope of this eRFP, will be offered to Authorized Users upon award of contract. The State expects Supplier(s) to submit their most aggressive and competitive discount percentages off MSRP. Additional manufacturers discount list currently not proposed on the Cost Worksheet, shall be submitted upon award.

Additions/subtractions of manufacturers to this manufacturer discount list shall be provided to the assigned Contract Manager. Please Note, all minimum discounts will remain constant throughout the term of the contract, including any renewals.



**ATLANTA SOUNDWORKS, INC.**  
**AUDIOVISUAL EQUIPMENT AND RELATED SERVICES**  
**PRICE SCHEDULE**  
**CONTRACT ID #99999-SPD-SPD0000210-0004**  
**EXHIBIT "A"**

**Category 1: Box Sales**

EQUIPMENT		
MANUFACTURER	MSRP % DISCOUNT	EDUCATIONAL MSRP % DISCOUNT
ACER	1.50%	2.50%
ADESSO	1.50%	2.50%
AMERICAN POWER CONVERSION	1.50%	2.50%
AMX	8.50%	12.50%
APPLE	2.50%	3.50%
APPSPACE, INC.	5.50%	8.50%
ARRI	1.50%	2.50%
AVERMEDIA	10.50%	15.50%
AXIOM	1.50%	2.50%
BARRACUDA NETWORKS	2.50%	3.50%
BATTERY TECHNOLOGY	1.50%	3.50%
BIAMP SYSTEMS	18.50%	20.50%
BLACK BOX	10.50%	15.50%
BLACK MAGIC DESIGN USA	4.50%	6.50%
BOSE	4.50%	6.50%
BUFFALO TECHNOLOGY	1.50%	2.50%
CABLES TO GO	4.50%	6.50%
CANON USA, INC.	2.50%	6.50%
CASE LOGIC	1.50%	2.50%
CATTURA	1.50%	2.50%
CHIEF MANUFACTURING	6.50%	8.50%
CISCO	2.50%	5.50%
ClearOne	3.50%	6.50%
COMPREHENSIVE VIDEO	3.50%	6.50%
COMPUTER COMFORTS	3.50%	6.50%
CRADLEPOINT	2.50%	3.50%
CRESTRON	14.50%	16.50%
CRUCIAL	1.50%	2.50%
DA-LITE SCREEN COMPANY	3.50%	5.50%
DELL	2.50%	4.50%
DIGI	1.50%	2.50%
EATON	1.50%	2.50%
ELMO MANUFACTURING	3.50%	4.50%
EPSON AMERICA, INC.	8.50%	10.50%
ERGOTRON	1.50%	2.50%
EXTREME NETWORKS	6.50%	8.50%
EXTRON ELECTRONICS	6.50%	8.50%
FUJITSU	5.50%	8.50%
GN NETCOM	1.50%	2.50%
GRASS VALLEY	2.50%	3.50%
HAVIS	1.50%	2.50%
HUDDLY	3.50%	5.50%
INFOCUS	3.50%	5.50%
JABRA	2.50%	4.50%
K-ARRAY	5.50%	8.50%
KENSINGTON	1.50%	2.50%
KINGSTON	1.50%	2.50%
LENOVO	2.50%	3.50%
LG ELECTRONICS	5.50%	8.50%
LIEBERT	8.50%	10.50%
LOGITECH	5.50%	8.50%
MERSIVE	10.50%	14.50%
MICROSOFT	6.50%	8.50%
MIDDLE ATLANTIC	3.50%	5.50%
NEC	8.50%	10.50%
NETGEAR	2.50%	6.50%
PANASONIC	2.50%	3.50%
PLANTRONICS	2.50%	3.50%
POLY/POLYCOM/HP	2.50%	3.50%
SAMSUNG	5.50%	7.50%
SCALE COMPUTING	1.50%	2.50%
SEAGATE	1.50%	2.50%
SHURE BROTHERS, INC.	5.50%	8.50%
SIERRA WIRELESS	2.50%	4.50%
SONY ELECTRONICS, INC.	3.50%	8.50%
SPECTRUM INDUSTRIES INC	3.50%	5.50%
STARTECH	2.50%	3.50%
TRIPP LITE	3.50%	6.50%
VADDIO INC	10.50%	12.50%
VERBATIM	2.50%	3.50%
VIEWSONIC	8.50%	10.50%
WACOM	1.50%	2.50%
WESTERN DIGITAL	1.50%	2.50%
WOLFEVISION	6.50%	10.50%
ZEBRA	1.50%	2.50%

Category 2: Audiovisual Solutions		
MANUFACTURER	EQUIPMENT	
	MSRP % DISCOUNT	EDUCATIONAL MSRP % DISCOUNT
ADESSO	2.50%	3.50%
AMERICAN POWER CONVERSION	2.50%	3.50%
AMX	10.50%	15.50%
ANALOG WAY	10.50%	15.50%
AVIZIA	1.50%	2.50%
BALANCE BOX	10.50%	15.50%
BARCO	10.50%	15.50%
BARRACUDA NETWORKS	2.50%	3.50%
BATTERY TECHNOLOGY	3.50%	5.50%
BELDEN	10.50%	15.50%
BELKIN	5.50%	6.50%
BIAMP	20.50%	22.50%
BOSE	6.50%	8.50%
C2G	6.50%	8.50%
CABLES TO GO	6.50%	8.50%
CANON	5.50%	8.50%
CATTURA	2.50%	3.50%
CHIEF	8.50%	10.50%
CHRISTIE	15.50%	17.50%
CISCO	5.50%	7.50%
Clear-Com	5.50%	8.50%
CLEARONE	5.50%	8.50%
CLEARTOUCH	1.50%	2.50%
COMPUTER COMFORTS	5.50%	7.50%
CRESTRON	15.50%	17.50%
DA-LITE SCREEN COMPANY	5.50%	8.50%
DELL	2.50%	3.50%
EATON	4.50%	6.50%
ELMO MANUFACTURING	5.50%	8.50%
EPSON	10.50%	13.50%
ERGOTRON	2.50%	4.50%
EXTRON ELECTRONICS	8.50%	10.50%
FORMETCO	1.50%	2.50%
FUJITSU	2.50%	3.50%
GN NETCOM	1.50%	2.50%
GRASS VALLEY	2.50%	3.50%
HUDDLY	5.50%	8.50%
JBL	15.50%	20.50%
L-ACOUSTICS	5.50%	8.50%
LG ELECTRONICS	5.50%	8.50%
LIBERTY AV	8.50%	10.50%
LOGITECH	2.50%	4.50%
LYNX TECHNIK	2.50%	3.50%
MERSIVE	10.50%	15.50%
MEYER SOUND	5.50%	7.50%
MIDDLE ATLANTIC	5.50%	7.50%
NEC	10.50%	13.50%
NETGEAR	5.50%	8.50%
NEWLINE	10.50%	15.50%
NEWTEK	6.50%	8.50%
PANASONIC	5.50%	8.50%
PLANAR SYSTEMS	10.50%	15.50%
PLANTRONICS	2.50%	3.50%
POLY/POLYCOM/HP	2.50%	3.50%
PROMETHEAN	1.50%	2.50%
QSC	5.50%	8.50%
SAMSUNG	5.50%	7.50%
SCALE COMPUTING	1.50%	2.50%
SCREENBEAM INC.	2.50%	3.50%
SEAGATE	1.50%	2.50%
SHARP	3.50%	4.50%
SHURE	5.50%	8.50%
SMART TECHNOLOGIES, INC.	2.50%	3.50%
SONY ELECTRONICS, INC.	5.50%	8.50%
SPECTRA LOGIC CORPORATION	1.50%	2.50%
SPECTRUM INDUSTRIES INC	6.50%	8.50%
STARTECH	2.50%	3.50%
STUDIO TECH	3.50%	5.50%
SURGEX	5.50%	8.50%
TRIPP LITE	5.50%	8.50%
VADDIO	12.50%	14.50%
VIEWSONIC	10.50%	15.50%
WACOM	2.50%	3.50%
WESTERN DIGITAL	1.50%	2.50%
WOLFVISION	5.50%	8.50%

Professional Services		
RESOURCE/JOB TITLE	AVERAGE HOURLY RATE	
Install Technician:	\$	74.38
Service/Maintenance Technician:	\$	74.38
Systems Programmer:	\$	88.06
Project Manager:	\$	82.34
Systems Designer/Drafter:	\$	89.55
Commissioning/System Engineer:	\$	88.06