

State of Georgia Statewide Standard Contract Form

Solicitation Title End-User Computing	Solicitation Number 99999-SPD0000161	Contract Number 99999-SPD-SPD0000161-0009
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1. This Contract is entered into between the Agency and the Contractor named below:

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

Contractor's Name
Panasonic System Solutions Company of North America, Division of Panasonic Corporation of North America (hereafter called Contractor)

2. Contract to Begin: Date of Last Contract Signature	Date of Completion: JUNE 2, 2021	Renewals: Five (5) One-Year Options to Renew
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3. Performance Bond, if any: NONE	Other Bonds, if any: NONE
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4. Authorized Person to Receive Contract Notices for Agency: Dr. Carl Hall Contract Management Manager Georgia Department of Administrative Services State Purchasing Division 200 Piedmont Avenue, SW, Suite 1308, West Tower Atlanta, GA 30334	Authorized Person to Receive Contract Notices for Contractor: Amy Lee Senior Government Acquisition Business Development Manager- Public Sector & Education Office: 201-325-1181 Amy.Lee@us.panasonic.com
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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: Statewide Contract for Products and Ancillary Services Exhibit 1A. Approved User Agency Leasing Agreement Exhibit 1B. RESERVED
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

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.)
Panasonic System Solutions Company of North America, Division of Panasonic Corporation of North America

By (Authorized Signature)  <small>Magnus McDermid (Apr 26, 2019)</small>	Date Signed Apr 26, 2019
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Printed Name and Title of Person Signing
Magnus McDermid, Sr. Vice President

Address
Two Riverfront Plaza, Newark, NJ 07102

7. **Agency**

Agency Name
Georgia Department of Administrative Services

By (Authorized Signature)  <small>Lisa Eason (Jun 3, 2019)</small>	Date Signed June 3, 2019
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Printed Name and Title of Person Signing
Lisa Eason, Deputy Commissioner, State Purchasing Division

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Products 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 software, products and services as awarded to the Contractor and any other awarded companies.
 - (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 software, products and services under the Statewide Contract as identified in the Statewide Contract Form.
 - (v) **"Purchase Instrument"** means the documentation issued by the User Agencies to the Contractor for a purchase of software, products and/or 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 software, products 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 entities as identified by the RFX issuing Purchase Instruments against the Statewide Contract.
 - (ix) **"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 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.

(x) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to make purchases from this Statewide Contract.

2. **Certified Source of Supply and Ancillary 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 equipment and the 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. The terms of this Statewide Contract shall supersede any contract terms and conditions included as part of delivered software, products and services including, but not limited to, license terms for any software provided by Contractor pursuant to this Statewide Contract whether or not Contractor is the publisher of such software.
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 software, products 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 products, software, and services.

C. DESCRIPTION OF SOFTWARE, PRODUCTS AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall provide all software, products, services, and other deliverables in compliance with the specifications contained in the RFX and

the terms of the Statewide Contract, plus those software, products, services and deliverables as may additionally be described in the Response.

2. Software Licenses. Contractor shall provide software licenses in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall grant User Agency a non-exclusive, non-assignable, royalty free license and/or sublicense to use, execute, maintain, reproduce, display, and perform copies of software and accompanying documentation in accordance with the licensing capacity (if any) and for the period of time specified in the Statewide Contract and/or applicable Purchase Instrument. If no time period is stated, then User Agency shall be granted a perpetual license. 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;
- (iv) In order to facilitate installation and distribution of the software; and
- (v) To store the software at any off premise location which the User Agencies use for storage purposes.

3. Exclusions. Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:

- (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not State of Georgia government entities;
- (ii) Create derivative works based on the software;
- (iii) Reverse engineer, disassemble, or decompile the software; or
- (iv) Remove any identification or notices contained on the software.

4. Bankruptcy

- (i) **Notice of Insolvency.** Contractor shall provide DOAS and, if requested by DOAS, User Agencies, with written notice within five (5) business days of Contractor or Contractor's knowledge of a third-party licensor's petition in bankruptcy or insolvency or upon any other proceeding or action by or against a third-party licensor under the relevant law on insolvency or bankruptcy, or after the making by third-party licensor of any assignment or attempted assignment for the benefit of creditors or upon or after the institution of any proceedings for the liquidation or winding up of third-party licensor's business or for the termination of its corporate charter.
- (ii) **Rejection of Executory License.** The Parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. Upon the filing by Contractor or a third-party licensor of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against the third-party licensor under the relevant

law on insolvency or bankruptcy, this Statewide Contract shall be governed by Section 365(n) of the U.S. Bankruptcy Code. If any person seeks to reject this Statewide Contract pursuant to bankruptcy law, User Agencies shall have the option of using the Software for either the original term of the applicable software license or a period of five years after rejection is requested.

5. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy and the terms of this Statewide Contract. 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.
6. **Delivery and Acceptance.** Unless the RFX requires otherwise, all products shall be shipped F.O.B. destination Freight Prepaid. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All shipped items shall be at the Contractor's risk until they have been delivered and accepted by the User Agency. 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.
 - (i) **Fixed Pricing Services.** Certain services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the schedule for delivering milestones as defined by the Purchase Instrument or such other written document mutually agreeable to User Agency and Contractor. Upon Contractor's completion and User Agency's acceptance of an identified milestone, Contractor may submit an invoice for payment in accordance with Section D "Compensation" of this Statewide Contract.
 - (ii) **Time and Materials Services.** Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. Such deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum pricing threshold that cannot be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports and copies of time cards to the User Agency on a weekly basis.
 - (iii) **Acceptance Process.** Upon completion of any deliverable or service, Contractor shall provide written documentation of completion of such deliverable and/or service to User Agency. Contractor will demonstrate to User Agency that the deliverable conforms to the requirements of the Statewide Contract. If the deliverable does not conform to the requirements of the Statewide Contract, User Agency must provide written notice to Contractor identifying the deliverable as nonconforming and providing a description of the deficiencies of the deliverable. User Agency must provide notice of the rejection of a deliverable within a reasonable period of time as agreed between Contractor and User Agency, except that User Agency shall have at least thirty (30) days from the date of Contractor's submission of the deliverable or Contractor's demonstration of the deliverable, whichever occurs last. User Agency's failure to either accept or reject a deliverable within the acceptance time period shall not constitute automatic acceptance of the deliverable; however, the User Agency shall be in default of this Statewide Contract. Contractor shall use reasonable efforts to promptly cure any identified deficiencies in the deliverable. After completing such cure, Contractor shall resubmit the

deliverable for User Agency's review and, if requested by User Agency, provide a demonstration that the resubmitted deliverable conforms to the requirements of the Statewide Contract. User Agency shall have at least thirty (30) days from the date of Contractor's resubmission of the deliverable or Contractor's demonstration of the resubmitted deliverable, whichever occurs last, to accept or reject the resubmitted deliverable. In the event Contractor has failed to cure the deliverable, the User Agency may, at its discretion, allow Contractor an additional opportunity to cure, proceed to terminate the Purchase Instrument for default, or pursue any other available remedy. Nothing contained herein shall limit the warranties and representations and the available remedies set forth in this Statewide Contract.

7. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide products, software, and services similar to the products, software, and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar products, software, and services from other contractors.
8. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the software, products 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. Agency shall not be responsible for payment of any amounts owed by other User Agencies.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, individual invoices for the products, software, and services supplied to the User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments. The invoice shall be accompanied by a schedule which details the services, deliverables and/or milestones (if any) including the resources in support of those services, deliverables and/or milestones for which the Contractor is requesting payment. 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 software, products 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. **Retainage.** Notwithstanding Paragraph (D)(1) of this Statewide Contract, User Agency shall have the right to retain Fifteen Percent (15%) ("Retainage") of the total payment amount for any order of \$250,000.00 or more. User Agency shall release the Retainage to Contractor only upon final and complete delivery of all products, software and services and upon full review and acceptance of the same by User Agency without any outstanding obligation pursuant to this Statewide Contract or any attendant agreements between the parties.

4. **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 product, software or service 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 software, products, and/or services 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.
5. **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.
6. **Leasing/Financing.** For the products, software and services Contractor is authorized to provide pursuant to this Statewide Contract, Contractor is authorized to offer leasing to Authorized Users provided any such lease transaction entered into shall be subject to the terms of this Statewide Contract and shall occur using the approved template attached hereto as Attachment 1A. Contractor is not authorized to provide financing to Authorized Users unless pre-approved in writing by Agency and using a financing template pre-approved by Agency.

E. TERMINATION

1. Termination of the Statewide Contract.

- (i) **Immediate Termination.** Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the software, products and/or 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;
 - b. 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;
 - c. The Contractor fails to comply with confidentiality laws or provisions; and/or
 - d. 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.
- (ii) **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:
 - a. The Contractor fails to deliver or has delivered nonconforming software, products and/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;

- b. The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
- c. The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
- d. 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;
- e. 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;
- f. 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
- g. 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.

(iii) **Agency's Right to Terminate 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 software, products, and/or services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

(iv) **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:

- a. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
- b. The Agency's duties are substantially modified.

2. **Agency's 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 software, products and/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.

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.

3. Termination of a User Agency's Transaction.

- (i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase, lease or financing 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.
- (ii) **Termination for Cause.** User Agency shall have the right to terminate any purchase, lease or financing purchase in the event of Contractor's material breach, which breach is not cured within thirty (30) days' of Contractor's receipt of a written default notice from the User Agency.

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 software, products 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.

4. 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 software, products and services that were not delivered or rendered by the Contractor.

5. User Agency Leases and Financing Agreements Survive Termination of the Statewide Contract. Upon expiration of the Statewide Contract or in the event of termination of the Statewide Contract for any reason by the Agency, User Agency leases and financing agreements entered into under this Statewide Contract shall survive and continue in accordance with the terms and conditions of this Statewide Contract and each User Agency's lease and financing agreement. Contractor shall continue to perform its obligations and honor the terms, conditions and pricing as set forth in the User Agency lease and financing agreements as applicable until the expiration or termination of such agreements. Upon expiration or termination of the Statewide Contract, User Agencies may, at their sole discretion, elect to exercise any remaining renewal options for existing lease or financing agreements in accordance with the terms of the agreements; however, no lease or financing agreement shall be extended beyond the total duration of the lease or financing agreement as established at the time the Statewide Contract expires or is terminated unless otherwise approved by the Agency.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data, including, but not limited, personally identifiable information, 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. No later than ten (10) days from the date this Statewide Contract is fully executed, Contractor shall comply with the following requirements:
 - (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 in writing to the State any unauthorized disclosure of confidential information and, at no additional cost to DOAS or Agencies, shall be responsible for providing any and all notices required by law.
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 software, products, or services 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 products or any parts thereof provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the products 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 software, products 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 software, products and services provided by the Contractor. Contractor shall assign and pass through to the State all applicable software publishers' warranties, covenant and indemnification provisions. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Software, Products or Services.** All software, products and services delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any software, products or services 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 software, products or services at Contractor's expense. Payment for such defective software, products or services 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.
- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the products 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.
- 4. Originality and Title to Concepts, Materials, and Products Produced.** Contractor represents and warrants that all the concepts, materials, software, products 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, products and works. The Contractor represents and warrants that the concepts, materials, software, products 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 software, products and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the software, products and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **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.
7. **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.
8. **Title to Property.** 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.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the software, products 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.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform 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 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.

11. **State Security.** Agency requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to Agency of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
12. **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.

K. PRODUCT RECALL

In the event that any of the products 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 products 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 Exhibits 1A and 1B and 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.

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.

Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including without limitation:

- (i) Local license or permit requirements;
- (ii) Export, import and customs laws and regulations, which may apply to certain equipment, software and technical data provided hereunder; and
- (iii) All applicable foreign corrupt practices acts.

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.

Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by the Contractor.

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. **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.
 6. **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.
 7. **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.
 8. **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.

- 9. 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.
- 10. Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. The Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. 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. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
- 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 software, products 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 software, products 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 software, products 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 products 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 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 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 \$10,000,000.00 (Ten Million U.S. Dollars) or the total amount paid to Contractor for its performance under this Statewide Contract, whichever amount is greater.

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.



EXHIBIT 1A
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACT FOR END USER COMPUTING

USER AGENCY LEASE AGREEMENT	
Contractor's Full Legal Name:	Panasonic System Solutions Company of North America, Division of Panasonic Corporation of North America
Contractor's Statewide Contract #:	99999-SPD-SPD0000161-0009
User Agency Name:	
User Agency Billing Address:	

WHEREAS, the Georgia Department of Administrative Services (“DOAS”) on behalf of the State of Georgia (the “State”) established the above referenced Statewide Contract by and between DOAS and Contractor;

WHEREAS, the User Agency desires to lease equipment from Contractor in accordance with the terms of the Statewide Contract and this User Agency Lease Agreement.

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

- 1. EQUIPMENT AND SERVICES.** Pursuant to the terms and conditions of the Statewide Contract, Contractor agrees to lease to User Agency the Equipment identified in the Equipment Schedule attached hereto as Attachment 1 and incorporated herein by reference (collectively and individually, the “Equipment”). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Contractor agrees to provide to the User Agency the installation and maintenance and other services described in the Statewide Contract.
- 2. TERM AND RENEWAL.** The initial term of this User Agency Lease Agreement shall begin on the Effective Date and end on June 30th of the then-current State fiscal year (July 1 – June 30). Thereafter, the User Agency Lease Agreement may be renewed at the sole discretion of the User Agency on a year-to-year basis (one renewal term at a time) for the period of time identified in Attachment 1. User Agency may, at its sole option, renew as to all of the Equipment and services to be provided hereunder or as to only selected Equipment and services. The terms and conditions of this User Agency Lease Agreement shall apply during any and all renewals.
- 3. SHIPPING AND DELIVERY.** Contractor shall pay for packing, crating, and shipping of the Equipment to and from the User Agency and shall install, as applicable, the Equipment at the User Agency’s premises at no cost to the User Agency. Shipment/Delivery shall be FOB: Destination.

- 4. PAYMENT AND ACCEPTANCE.** User Agency agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the User Agency as hereinafter provided. Contractor shall not invoice User Agency in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any services in accordance with the schedule set forth in the Statewide Contract or the time specified in Attachment 1 (whichever is later). Unless otherwise agreed to by Contractor and the User Agency, Contractor shall provide written notification of completion of the delivery, installation and any other required services to the User Agency ("Delivery/Installation Notice"). User Agency shall have thirty (30) days from the date of receipt of the Delivery/Installation Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of acceptance by the User Agency, the obligation to pay shall be effective on the first (1st) day of the Acceptance Period. The failure of the User Agency to issue an acceptance or rejection notice on or before the end of the Acceptance Period shall be deemed an acceptance of the Equipment or services. In the event User Agency issues a rejection notice, Contractor shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. User Agency shall not unreasonably withhold or delay such acceptance or rejection.
- 5. TERMINATION.** Termination of this User Agency Lease Agreement shall be governed by the following provisions:
- a. Each party has the right to terminate this User Agency Lease Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Contractor shall provide prompt written notice to DOAS of any and all default notices sent to a User Agency.
 - b. User Agency may terminate this User Agency Lease Agreement, in whole or in part, immediately, without notice, if: (i) User Agency deems that such termination is necessary to prevent or protect against fraud or otherwise protect User Agency's personnel, facilities or services; or (ii) Contractor is debarred or suspended from performing services on any public contract(s).
 - c. If User Agency terminates this User Agency Lease Agreement for convenience prior to the expiration of the current fiscal year term, or if Contractor terminates this User Agency Lease Agreement as set forth in subsection (a) above, then User Agency will be responsible for the payment of all amounts remaining in the unexpired portion of the current term, plus any unpaid invoices unless those invoices are in dispute.
 - d. User Agency may terminate this User Agency Lease Agreement, in whole or in part, immediately for lack of funding in accordance with Section 7 "Funding" of this Agreement.
- 6. EQUIPMENT RETURN.** Unless title to the Equipment is transferred to the User Agency as provided in the Statewide Contract, Equipment will be returned to Contractor in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted. Upon the termination or expiration of this User Agency

Lease Agreement, Contractor shall promptly return to User Agency all papers, materials and other property of User Agency then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is composed of software, and in machine-readable and printed formats to the extent such work is composed of documentation). Contractor will work with State Entity to comply with all State laws, rules and standards, including the Georgia Technology Standard SS-08-035.01 "Media Sanitization – Vendor Return" (or any successor policy) to facility the electronic wiping or physical removal of the hard drive from the Equipment at a cost that does not exceed the Contractor's published price for such services under the Statewide Contract.

7. **FUNDING.** The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exists or is determined to be insufficient, this User Agency Lease Agreement shall terminate without further obligation of the User Agency as of that moment. The determination of the User Agency as to the occurrence of the events stated herein shall be conclusive; User Agency represents, however, that it will use reasonable care that the termination of this User Agency Lease Agreement will not be frivolous, but rather will result from a reduction of funding.
8. **PURCHASE OPTION.** User Agency, as its sole discretion, shall have the option to purchase leased equipment at pricing mutually agreeable to User Agency and Contractor but not to exceed the following:

If the equipment is leased for...	Then the purchase price at the end of the full lease term shall be no more than...
36 months	15% of original purchase price
48 months	13% of original purchase price
60 months	10% of original purchase price

9. **TAXES.** All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, neither DOAS nor the User Agency makes any representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, User Agency will provide a certificate of tax exemptions which apply to this User Agency Lease Agreement.
10. **ASSIGNMENT.** Contractor shall not assign or subcontract the whole or any part of this User Agency Lease Agreement.
11. **WAIVER AND SEVERABILITY.** The waiver by User Agency of any breach of any provision contained in this User Agency Lease Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this User Agency Lease Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this User Agency Lease Agreement are severable, and the

unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this User Agency Lease Agreement have no substantive meaning or content and are not a part of this User Agency Lease Agreement.

12. APPLICABLE LAW AND VENUE. This User Agency Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this User Agency Lease Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

13. NOTICES. All notices, requests, or other communications excluding invoices hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

USER AGENCY	CONTRACTOR
Name:	Name: Amy Lee
Title:	Title: Senior Government Acquisition Business Development Manager- Public Sector & Education
Address:	Address: Two Riverfront Plaza, Newark, NJ 07102
Email Address:	Email Address: Amy.Lee@us.panasonic.com


14. TITLE AND RISK OF LOSS. Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the User Agency shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is accepted by User Agency in accordance with Section 4 "Payment and Acceptance". Insurance during shipment and until the Equipment is accepted by User Agency is the responsibility of the Contractor.

15. ENTIRE AGREEMENT. This User Agency Lease Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this User Agency Lease Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this User Agency Lease Agreement effective the date first written above.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Panasonic System Solutions Company of North America, Division of Panasonic Corporation of North America
Authorized Signature:	 Magnus McDermid (Apr 26, 2019)
Printed Name and Title of Person Signing:	Magnus McDermid, Sr. Vice President
Date:	Apr 26, 2019
Address:	Two Riverfront Plaza Newark, NJ 07102

USER AGENCY

User Agency's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Address:	

**Attachment 1
36 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	
Phone Number:	
Email:	
User Agency Delivery Address:	
Delivery Date:	

36 MONTH LEASE TERM	
Total Lease Term:	36 MONTHS
Initial Term:	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 36 months .
*The date that the User Agency accepts delivery of the equipment, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:		
Serial Number:		
Accessories/Additional Components:		
Services/Maintenance:		
Total Monthly Payment:		

**Attachment 1
48 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	
Phone Number:	
Email:	
User Agency Delivery Address:	
Delivery Date:	

48 MONTH LEASE TERM	
Total Lease Term:	48 MONTHS
Initial Term:	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 48 months .
*The date that the User Agency accepts delivery of the equipment, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:		
Serial Number:		
Accessories/Additional Components:		
Services/Maintenance:		
Total Monthly Payment:		

**Attachment 1
60 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	
Phone Number:	
Email:	
User Agency Delivery Address:	
Delivery Date:	

60 MONTH LEASE TERM	
Total Lease Term:	60 MONTHS
Initial Term:	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Fourth Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 60 months .
*The date that the User Agency accepts delivery of the equipment, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:		
Serial Number:		
Accessories/Additional Components:		
Services/Maintenance:		
Total Monthly Payment:		



Attachment 1
ORDERING DOCUMENT



EXHIBIT 1B
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
Standard Amendment to End User License Agreements for Commercial Off-the-Shelf
Software

RESERVED



State of Georgia
STATEWIDE CONTRACT
DEPARTMENT OF ADMINISTRATIVE SERVICES
Electronic Request for Proposals (“eRFP”)

Event Name: End-User Computing (PC Hardware, Virtual Reality, Peripherals and Accessories, Services and Related Equipment)
eRFP (Event) Number: 99999-SPD0000161

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 Statewide Contracts **End-User Computing (PC Hardware, Virtual Reality, Peripherals and Accessories, Services and Related Equipment)**. 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 Convenience 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.

The purpose of this procurement is to establish a statewide source of supply and services for End-User Computing. In an effort to provide maximum responsiveness, cost effective solutions and effectively meet the operational needs of Authorized Users throughout the state, the equipment and services pursuant to this eRFP have been separated into five (5) distinct categories as outlined in the table below. As the End-User Computing 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.

Awarded Suppliers will be expected to provide proposed hardware together with support services and maintenance for applicable categories or products. Supplier(s) must describe their ability to provide products and services to various Georgia governmental entities in one or more of the Categories below:

Category A	Desktops, Laptops, Tablets	<p>A desktop computer refers to a personal computer designed for regular use at a single location on or near a desk or table due to its size and power requirements.</p> <p>A laptop is a small, portable personal computer. It is often referred to as a notebook computer. It has the same capabilities as a desktop computer. A standard laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit.</p>
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		A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control.
Category B	Ruggedized Computing Devices	Ruggedized refers to a computer specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.
Category C	Thin Client	Thin client refers to a lightweight computer that has been optimized for remoting into a server-based computing environment. It is a stateless, fan-less desktop terminal that has no hard drive.
Category D	Virtual Reality	Virtual Reality refers to a computer-generated simulation of a three-dimensional image or environment that can be interacted within a seemingly real or physical way by a person using special equipment, such as a helmet with a screen inside.
Category E	PC Peripherals and Accessories	<p>A peripheral device connects to a computer system to add functionality, without modifying the core components of the system.</p> <p>Although printers can be classified as a peripheral, printers are not within the scope of this eRFP and will not be accepted for award.</p> <p>An accessory refers to a device added to a computer that performs an additional feature, but is not required. It enhances the user experience.</p>

DOAS desires to award contracts that provide the best value and services to the State and local agencies. To facilitate competition, DOAS expects to award multiple contracts in each category. Accordingly, the State seeks proposals from Suppliers that can provide a full range of product offerings in one, multiple or all categories to meet the operational needs of Authorized Users throughout the entire state.

For Categories A, B, C, and D, Suppliers must be the manufacturer to be eligible for award.

1.2. Estimated Spend

DOAS has determined through spend analysis encompassing fiscal years 2013-2017 (July 1, 2012 – June 30, 2017) that Authorized Users of the current statewide contract spend, on average, approximately \$140.6M annually on the products outlined in this eRFP. This historical spend is based on purchasing activity by Authorized Users across the state associated with nine (9) existing statewide contracts for End-User Computer Hardware, Related Equipment, Supplies and Services. The following chart depicts total spend for the existing statewide contracts by fiscal year:

Fiscal Year	Spend	Δ %
2013	\$134,290,662	
2014	\$139,432,347	3.8%
2015	\$156,203,340	12.0%
2016	\$123,635,938	-20.9%
2017	\$149,338,060	20.8%
TOTAL:	\$702,900,347	
AVERAGE:	\$140,580,069	

As detailed above, Authorized User purchases for computers and related products can rise or fall substantially over a 12 month period. Specifically, following a record level of spend in 2015, as the result of a 12% spike over the previous year, contract spend experienced a dramatic fall followed by a dramatic rise over the next couple years. While the specific causes for the +/- fluctuation in spend cannot be pinpointed, DOAS notes that the large swings in spending levels from year to year are consistent with the 2 – 3 year “refresh rate” standard within the industry. The State expects sales volumes to continue to experience moderate growth rates between 10% - 15% in future years as customers strive to keep pace with the constant introduction of newer, more efficient technology.

The following tables provide Suppliers additional insight into the demand for personal computing devices and associated products/services as well as spending patterns of Authorized Users as it relates to specific types of products/services required by this eRFP. This historical spend data is based on the annual purchasing activity of Authorized Users during fiscal year 2017.

CATEGORY/SUBCATEGORY	QTY	% SPEND
Laptop	155,943	38.9%
Desktop	54,555	23.2%
Peripherals & Accessories	263,888	22.5%
Tablet	50,182	12.7%
Ruggedized	1,157	2.3%
Thin Client	1,497	0.4%
Virtual Reality		NEW

The spend and historical usage identified above is not inclusive of services (e.g. warranty, installation and licenses) available across all categories which amounts to approximately 9.0% of Total Annual Spend. Additionally, spend and historical usage data for virtual reality technologies is not available because these products were not previously offered under any statewide contracts and were purchased independently by state and local I government entities.

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 (as defined by Section 1.1 "Purpose of Procurement") to provide the goods and/or services outlined in this eRFP to Authorized Users. 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.

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.

1.5. Schedule of Events

The schedule of events set out herein represents DOAS' best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. 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, finalizing contract terms and award 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
Offerors Conference Location 200 Piedmont Avenue, S.E. Suite 1816, West Tower Columbus Conference Room Atlanta, Georgia 30334-9010 Attendance is: Optional	As Published on the GPR	See GPR
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	May 7, 2018	5:00 p.m. ET
Responses to Written Questions	May 11, 2018	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on the GPR	See GPR
Proposal Evaluation Completed (on or about)	2 to 3 Weeks after Closing	N/A
Finalize Contract Terms	4 to 5 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	5 to 6 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

*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.

Beverly Alexander
beverly.alexander@doas.ga.gov

1.7. Contract Term

The initial term of the statewide contract(s) is for 2 calendar years from the execution date of the statewide contract(s). DOAS shall have 5 one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of DOAS. Renewal will be accomplished through the issuance of Notice of Award 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.

1.8 Definition of Terms

DOAS	Department of Administrative Services
EPEAT	A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard – the IEEE 1680 EPEAT standard - and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.
Manufacturer	Company that designs, assembles, owns the trademark/patent and markets branded equipment.
MIL-STD 810G	A series of tests designed by the U.S military to test its equipment limits in various conditions where it is expected to be used (environment) or transported (shocks). The test varies per the environmental and physical conditions utilized in testing.
MIL-STD 461F	This standard covers the requirements and test limits for the measurement and determination of the electromagnetic interference characteristics (emission and susceptibility) of electronic, electrical, and electromechanical equipment.
Partner/Reseller/Third Party	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.
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.
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.
Supplier or Contractor	Company(ies) desiring to or currently doing business with the State of Georgia.
Takeback Program	Supplier’s process for accepting the return of the equipment or other products at the end of life.

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://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login>

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'/Suppliers' 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 must be submitted in writing via email to the Issuing Officer identified in Section 1.6 "Issuing Officer" of this eRFP. Use **Attachment M** (Supplier Question and Answer Form) to submit questions. 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.

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

2.1.4. Attending Bidders/Suppliers' Conference

The Bidders/Suppliers' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 "Schedule of Events" of this eRFP. Attendance is optional (not mandatory); although Suppliers are strongly encouraged to attend. 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 arriving 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.

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/Suppliers 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 form 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

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/Training/Pages/SupplierTraining.aspx>

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.

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.

Ad Hoc Report(s)

Supplier may be required to provide Ad Hoc reports to DOAS from time to time, based on unique data request associated with the sale of products/services awarded under any resultant contract. DOAS will work with the Supplier to identify the specific informational items needed and the physical format of the report.

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 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 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 1st of the month and will go into effect in the Virtual Catalog on the 1st 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 1st 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) 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 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'/Suppliers' Conference.

3.4. State of Georgia Payment Programs

The State of Georgia provides for the use of several payment methods including ePayables, Purchasing Card (PCard), and Automated Clearing House (ACH) transfers. DOAS will determine the most advantageous method(s) of Supplier payment for the awarded Statewide Contract. Potential Suppliers need to be prepared to accommodate any and all forms of payments.

The State of Georgia PCard may be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. Supplier agrees to accept payment via PCard and shall impose no fee on either DOAS or any Authorized User for the use of the State of Georgia PCard pursuant to this statewide contract. The Supplier *also* 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 1.5 percent (%). **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.

- a. Quarterly Payment and Sales 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 1st – September 30th</i>	<i><u>October 20th</u></i>	<i><u>November 15th</u></i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i><u>January 20th</u></i>	<i><u>February 15th</u></i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i><u>April 20th</u></i>	<i><u>May 15th</u></i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i><u>July 20th</u></i>	<i><u>August 15th</u></i>
			<i>30 DAYS FOLLOWING TERMINATION OF SWC</i>

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.

- 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 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 |
|--|-----------------------|-------------|
- 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. 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 (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to download, complete and then upload the Worksheets entitled, "Mandatory Response Worksheet", "Mandatory Scored Response Worksheet" "Cost Proposal" and "Additional Scored Response Worksheet" found as attachments in the Sourcing Event. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all of the worksheets. In the event all four worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all four worksheets are not required.

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 (eRFP Proposal /Bid/ Factors) 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

As specified with each requirement listed in the Mandatory Response Worksheet (**Attachment F**), the Supplier must indicate whether their 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 be required to provide supporting materials (i.e. affidavits, certifications, etc.), where applicable, as specified by each individual requirement. 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.

4.4. Mandatory Scored Response

As specified with each requirement listed in the Mandatory Scored Response Worksheet, the Supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. 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 description, 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 or less than 50% of available points) may result in a Supplier's technical response being considered ineligible for award.

This eRFP has three (3) Mandatory Scored Response Worksheets (Attachment E, F, and G). Each Worksheet specifies the applicable category to which the requirements apply. In order to be eligible for a category award, Suppliers must respond to the appropriate category Worksheet(s).

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

4.5. Additional Scored Responses

All items labeled "Additional Scored Responses" represent information that is requested by DOAS. Suppliers are encouraged to provide a thorough narrative description in the space provided. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award."

This procurement has three (3) Additional Scored Response Worksheets (Attachment H, I, and J). Each Worksheet specifies the applicable Category to which the requirements apply. In order to be eligible for a category award, Suppliers must respond to the appropriate category Worksheet(s).

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

4.6. Additional Information

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/Pricing

Each Supplier is required to submit pricing in the Cost Worksheet (**Attachment K**) as part of their response to this eRFP. For purposes of this solicitation, DOAS has separated end-user computing products into five (5) distinct categories based on the type of product/service and/or intended use as follows; (A) Desktops, Laptops & Tablets , (B) Ruggedized Computing, (C) Thin Clients , (D) Virtual Reality and (E) Peripherals and Accessories. Products/Services within each category are further classified into subcategories based on groupings of products/services with common distinctions and/or applications. The Cost Worksheet contains five (5) individual pricing tabs corresponding to each of the respective categories, in addition to an instructions tab. Individual pricing tabs contain specific product/service line items within each category/subcategory that represent the pricing elements which will be used to evaluate the Supplier's cost proposal response.

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. Suppliers that submit proposed pricing for all required pricing elements for multiple or all categories will

be eligible for award at those respective levels. The State intends to make products/services in the products/services not otherwise specified available for purchase from Suppliers awarded contracts for specific categories only. Separate contract awards based exclusively on this subcategory will not be considered. Specific instructions, associated with proposed pricing for individual price elements, are provided in Section 5.2 "Cost Structure and Additional Instructions".

NOTE: All line items and price elements (with the exception of any line items/price elements associated with subcategories designated for Products/Services Not Otherwise Classified) are REQUIRED. All line items and price elements associated with Products/Services Not Otherwise Classified are OPTIONAL.

5.1. General Pricing Rules

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

1. The submitted pricing must include all costs of performing pursuant to the resulting statewide contract; and
2. Cost Responses 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 a Supplier's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (a) the Supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet and (b) the Supplier's pricing as quoted by the Supplier in one or more single line entries directly into the Sourcing Event screen (for example, "Your Total Line Pricing" and/or "Your Unit Bid Price"), the former shall govern; and
5. The prices quoted and listed in the response shall be firm throughout the term of the resulting statewide contract, unless otherwise noted in the eRFP or statewide contract; and
6. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and all 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. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFP; and
9. Unless permitted by the eRFP, responses requiring payment from the Authorized User in less than thirty (30) days will be considered non-responsive; and
10. The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the Supplier's response.

5.2. Cost Structure and Additional Instructions

DOAS' intent is to structure the cost response in a format 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 K**) as outlined below. Additional alternative cost structures will not be considered. Each Supplier is hereby advised that failure to comply with the eRFP 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 cost proposal response.

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/MSRP, Private Label Catalog, Commercial Price Book, etc.) for end-user computing products within a specific subcategory. 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 subcategory and Authorized User classification (i.e. State & Local Government, Schools, Colleges, Universities) will be used after contract award to calculate the net purchase price(s) to be paid by Authorized

Users for ALL end-user computing products/services across the entire spectrum of products/services offered within a specific subcategory. Accordingly, Supplier(s) must provide their 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.

Individual Pricing Tabs contain a market basket of items which represents a list of the products routinely purchased by Authorized Users throughout the state that will be used to evaluate the Supplier's cost proposal response (See Section 6.3). Annual purchase quantities associated with each line item, derived from the historical annual usage of Authorized Users during previous fiscal years are provided and incorporated in cost sheet computations to be used for evaluation purposes only. Additionally, the percent of annual spend based on purchase activity of Authorized Users is also provided for most product subcategories (reference Section 1.2) in an effort to give Suppliers insight into the full extent of sales opportunity beyond the list of products identified in specific market baskets. Although historical usage/purchase data may not represent actual volumes that will be realized under any resultant contract, they provide a conservative but reliable forecast based on an analysis of actual historical purchase activity of Authorized Users on which (1) DOAS will consider in evaluation of proposal prices and (2) Suppliers should strongly consider in the development of their proposed prices.

Enter all information directly into the cost sheet. Enter dollar values and percentages in the pricing tab in "decimal number" format, not "currency", "percentage", that is omit 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 TENTH (one decimal place only), ROUNDING OF NUMBERS WILL NOT BE CONSIDERED (e.g., 5.25% should be entered as 5.25, 0.9% should be entered as 0.009 and \$75.90 should be entered as 75.90). Enter "0" if there is no charge. Cells left blank will be interpreted as "no offer". Prices must be based on U.S. dollars unless otherwise stated.

Download the Cost Worksheet (**Attachment K**), complete the worksheet and then upload the worksheet by following the instructions in the third bullet of Section 2.2.4 "Uploading Forms" of this eRFP.

5.2.1. Category Pricing Tabs

Based on historical purchase volumes, purchasing habits and need assessment surveys of Authorized Users, the State has identified specific line items within each category, with the exception of products/services not otherwise specified. Specific line items were derived from an analysis of product offerings within a category/subcategory and represent examples of those types of products that were purchased more frequently by Authorized Users as compared to other products available within the category/subcategory.

Based on the product specification (brand name, model/part number & product description) for each line item, Suppliers have the option of proposing an "Exact Match" or a functionally equivalent "Like Item" which must be a close substitute, of the same or similar form, fit and function and provide an EQUAL or GREATER value (in terms of features/operability such as display size, hard disk drive capacity, random access memory, processor speed & graphics) than the exact match specified. The functional equivalency of any like item(s) proposed will be evaluated by DOAS, who reserves the exclusive right to make the final determination whether an item, proposed as an equivalent, actually MEETS or EXCEEDS the required product specifications of the respective line item. It shall be the responsibility of the Supplier, to indicate the brand name, model/part number and product description of the item being offered as a functional equivalent and to furnish with their proposal such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the functional capabilities of the equivalent item being proposed. 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 like item equivalent product(s) proposed is not accepted by DOAS, it may result in an incomplete cost proposal which could result in disqualification from further consideration for award. Therefore, if a Supplier is uncertain of the functional equivalency or whether any like item proposed

either MEETS or EXCEEDS the specifications of the designated product, they are encouraged to propose an exact match for the line item.

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 pricing tab:

- (a) A description of the Supplier's proposed product for each line item to include; the Brand/MFG Name, Model/Part Number and a narrative description of the product
- (b) The Supplier's most recent Nationally Published List Price for each proposed product
- (c) A Proposed MINIMUM Standard Discount Percentage Off Published List Price for the each Subcategory, inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc...) to be applied to purchases made by Authorized Users of state and local government entities such as; state agencies/departments/authorities/boards/bureaus/commissions, city government offices, county government offices, municipalities, townships and other political subdivisions.
- (d) A Proposed MINIMUM Education Discount Percentage Off Published List Price for each Subcategory, inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc...) to be applied to purchases made by Authorized Users of educational based state and local entities such as; state colleges/universities and city/county school systems.

Due to recognized industry practices, expressed interest and the unique purchasing habits associated with this subset of Authorized User, DOAS has afforded Suppliers the opportunity to offer special discount percentages based on educational applications. DOAS expects that educational discount percentages proposed will be larger than percentages proposed for non-educational based entities. While the educational discount percentages proposed are at the sole-discretion of the Supplier, the State requires that the Supplier proposed education discount percentage off published list price to be EQUAL TO OR GREATER than the proposed standard discount percentage off published list price for any specific subcategory. Failure to comply with this requirement may result in rejection of the Suppliers cost proposal.

Historical annual usage data associated with each line item is provided in the pricing tab and will be used for evaluation purposes only (see Section 6.3.1). Although these annual usage quantities do not represent actual purchase quantities of line items that will be ordered under any resultant contract, they provide a reliable forecast of the anticipated purchase volumes on which (1) DOAS will consider in evaluation of proposal prices and (2) Suppliers should strongly consider in the development of their proposed prices.

NOTE: In order for the Supplier Total Proposed Category Price and Subcategory Subtotals to compute, the Supplier must enter pricing for ALL pricing elements for ALL line items within ALL subcategories (with the exception of the subcategory for Products/Services Not Otherwise Classified)

It should be further emphasized that proposed minimum discount percentages off nationally published list prices will apply to all Supplier catalog items offered for sale within the product subcategory and will remain constant throughout the term of the contract, including any renewals.

5.2.2. Products and Services Not Otherwise Classified

Each category pricing tab contains a subcategory that has been designated for any Products/Services (i.e. accessories, peripherals & services) that may be offered for sale by the Supplier that cannot be adequately classified into any of the other specified subcategories. The cost structure for these subcategories is also based on a MINIMUM Discount Percentage Off the Published List Price. The discount percentages proposed for these subcategories will be used, after contract award to calculate the net purchase price(s) to be paid by Authorized Users for any products/services the Supplier would like to offer for sale/purchase that are not otherwise classified into any of the other specified subcategories listed within a category.

The Supplier has the OPTION (not required) to propose (1) a single MINIMUM standard discount percentage and (2) a single MINIMUM education discount percentage, off of their nationally published list price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc...) based on the product/service description listed. Discount percentages off published list/retail prices will apply to all Supplier catalog items based on the description (peripheral, accessory, or service) and will remain constant throughout the term of the contract, including any renewals.

Suppliers that choose NOT TO PROPOSE a discount percentage off their published list prices for these subcategories will not be authorized to sell products/services that are not classified into other subcategories under any resultant contract. In contrast to the most other subcategories, specific line item product details and historical annual usage data is not available for these subcategories and therefore cannot be used for evaluation purposes. See Section 6.3.2 for specific information related to the evaluation of this subcategory.

5.2.3. Price Adjustment

Contract prices shall be firm for the base period of the contract. Awarded Suppliers may request price adjustment(s) as part of the contract renewal process. All Supplier request for price adjustment must be accompanied by written documentation detailing specific reasons supported by market/industry data analysis to adequately justify the request. While the information provided by the Supplier will be used as the basis for evaluation of Supplier request for price adjustment, DOAS may take other factors into consideration in the determination of approval of actual price adjustment amounts.

The US Bureau of Labor Statistics' Producer Price Index (PPI) is the preferred benchmarking tool used by DOAS in the evaluation of Supplier price adjustment request. Suppliers can select among relevant PPI(s) to justify request for price adjustment based on a particular group/classification of service and must identify the specific PPI (by PPI Series ID) as part of their request. PPI(s) can be reviewed and downloaded from the U.S. Department of Labor's website at <http://www.bls.gov>. Should the Supplier submit more than one PPI, DOAS will calculate the average percent change based on the total number of PPI's (series) submitted. Request for price adjustment in amounts that are not consistent with the percent change for an index(s) over a 12-month period are generally not approved.

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. 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 Information Questions

For all responses determined to be “Responsive Proposals”, the Evaluation Team will review and score the responses to the Additional Scored Information (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.

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 the category 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 at those respective levels. 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 Pricing Tab

For the purposes of evaluation only, DOAS will compute a Supplier Total Proposed Category Price for each category based on the Supplier provided Published List Price, Supplier proposed discount percentages off Published List Prices (Standard & Education) and the historical purchase habits of Authorized Users. Specifically, for each line item in a subcategory, DOAS will compute a weighted Extended Annual Price by multiplying a percentage (undisclosed) of the Annual Quantity by the Discounted Unit Prices for each discount classification (Standard and Education). The Discounted Unit Price for each classification is calculated by multiplying the Supplier Proposed Discount Percentage Off Published List Price 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. The percentage of the Annual Quantity apportioned to each discount classification was derived from historical data depicting the relative frequency/value of purchases made by Authorized Users eligible for a given discount classification as compared to the other. The Extended Annual Prices for all line items within a subcategory will be summed to determine the Subcategory Subtotal. All Subcategory Subtotals within the category will be summed to determine the Supplier Total Proposed Category Price (computed) which will be used to assign a cost proposal score in accordance with Section 6.3.3.

While the percentage of the Annual Quantity apportioned to the discount classification is not disclosed, Suppliers should consider for purposes of evaluation that the frequency/value of purchases made by Authorized Users eligible for the education discount is considerably more than the frequency/value of purchases made by Authorized Users eligible for the standard discount.

6.3.2. Products/Services Not Otherwise Classified

In response to this eRFP, Suppliers are strongly encouraged to propose pricing for Products and Services (i.e. accessories, peripherals) that cannot be adequately classified into other specified subcategories within each category as set forth in the eRFP. Supplier proposed pricing for these subcategories will not be scored, but will be evaluated separately to determine if the proposed cost/price is fair reasonable and highly competitive. DOAS currently recognizes the following analysis techniques to support determinations

that proposed amounts are fair and reasonable; (a) Adequate price competition (multiple bids), (b) Comparison with prices previously paid for similar/like services, (c) Comparison with published price list, published market prices, discount or rebate arrangements, (d) Comparison with prices/amounts obtained through market research and (e) other industry specific generally accepted price/cost analysis techniques. DOAS reserves the right to reject prices for any cost/price elements that are determined not to be fair and reasonable.

For evaluation purposes only, DOAS will compute the unit prices for a sample list of products/services (not otherwise classified) for each category based on applying the Supplier Proposed Discount Percentage Off Published List Price (Standard and/or Education) to the Supplier's Published List Price. These unit prices (computed) will be used in the determination of whether the price is fair and reasonable. As stated in Section 5.2.2, Suppliers that choose NOT TO PROPOSE a discount percentage off their published list prices for these subcategories will not be authorized to sell products that are not classified into other subcategories under any resultant contract.

6.3.3. Total Cost Score

Point allocation for the cost proposal will be applied at category level. Specifically, the Subtotals for each subcategory within a category will be summed to determine the Supplier Total Proposed Category 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. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers 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 Suppliers resident therein over Suppliers 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.

6.3.6. Total Combined Score

The Supplier's total cost score will be combined with the Supplier's technical score to determine the Supplier's overall score (or "total combined score"). Point allocation for the cost proposal will be applied at the category level. For awards at the category level, technical proposal points will be calculated once per Supplier proposal and the same technical score will be 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

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

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	600 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored" and/or "Additional Scored" Responses	400 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, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers 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 Suppliers resident therein over Suppliers 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.

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

The PRIMARY OBJECTIVE of this eRFP is to identify the proper number of Suppliers that can deliver a wide variety of personal computing devices and associated products/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. Accordingly, DOAS expects to make multiple awards, based on the most highly ranked proposals at the category level to responsive and responsible Suppliers 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. While, the objective of this eRFP is to identify the appropriate number of Suppliers that can effectively meet the operational demands of Authorized Users, DOAS anticipates awards to be made to the top four (4) highest-scoring Suppliers within each category based on the total combined score. DOAS reserves the right to make additional contract awards (1) to Suppliers that offer products/services that are in scope but are not otherwise available from other awarded sources of supply and/or (2) 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, 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 prior to submitting a response to this eRFP. 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.

Exception 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.

- A. eRFP (this document)
- B. Supplier's General Information Worksheet from Section 4.2 of this eRFP
- C. Immigration and Security Form
- D. Mandatory Response Worksheet (Category A, B, C, D, E) from Section 4.3 of this eRFP
- E. Mandatory Scored Response Worksheet (Category A, B, C, D, E) from Section 4.4 of this eRFP
- F. Mandatory Scored Response Worksheet (Category B) from Section 4.4 of this eRFP
- G. Mandatory Scored Response Worksheet (Category D) from Section 4.4 of this eRFP
- H. Additional Scored Response Worksheet (Category A, B, C, D, E) from Section 4.5 of this eRFP
- I. Additional Scored Response Worksheet (Category A, B, C) from Section 4.5 of this eRFP
- J. Additional Scored Response Worksheet (Category D) from Section 4.5 of this eRFP
- K. Cost Worksheet from Section 5 "Cost Proposal" of this eRFP
- L. Statewide Contract from Section 7 "Contract Terms and Conditions" of this eRFP
- M. Supplier Question and Answer (Q & A) Form
- N. Contract Exceptions Form
- O. Tax Compliance Form
- P. Request for W-9 Form
- Q. Certificate of Non-Collusion Form
- R. Georgia Resident Small Business Verification Form

Mandatory Questions - Attachment D

These questions are Mandatory and all questions require a Yes/No response from the Supplier. Refer to Section 4.3 of the eRFP (Attachment A) for detailed instructions regarding responding to questions in a manner that is considered to be responsive, responsible and eligible for award.

By answering "Yes" in the response block provided (Column C), you indicate that you meet the individual requirement or stated condition. ONLY upload documents if there is a Yes in the "Upload Attachments with Additional Information?" column, to provide additional information in support of specific questions. Documents not requested in this column may not be evaluated. Please specify the filename for any additional information in Column E and ensure the filename selected is consistent with the filename specified in the "Attachment File Name" column (Column E). Answer along with any required supporting materials will be evaluated in accordance with Section 6, Evaluation and Award of the eRFP Document. Answer along with any required supporting materials will be evaluated in accordance with Section 6, Evaluation and Award of the eRFP Document.

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

The questions in this spreadsheet applies to all categories (Category A - Desktops, Laptops, Tablets, Category B - Ruggedized Computing Devices, Category C - Thin Clients, Category D - Virtual Reality, Category E - PC Peripherals and Accessories). Therefore, the Supplier is required to specify in the Table (to the right) entitled, "Applicable Categories", which of the categories their responses will apply by selecting either a "Yes" or "No" from the dropdown menu provided. The selection of applicable categories should coincide with all categories for which the Supplier desires to make products/services within the category available for sale pursuant to this eRFP.

APPLICABLE CATEGORIES	
Desktops, Laptops, Tablets	
Ruggedized Computing Devices	YES
Thin Clients	
Virtual Reality	
PC Peripherals and Accessories	YES

Question #	Questions per Proposal Factors/Categories	Response by Supplier. Only Yes or No Answers	Upload Attachments with Additional Information?	Attachment File Name
MANDATORY QUESTIONS				
M1	Supplier shall notify the Statewide Contract Administrator, in writing, of any unresolved disputes or problems that occur under any resultant contract that have been outstanding for more than five business days. Are you willing to comply with this requirement?	YES	No	
M2	Supplier(s) must provide sufficient company financial information in order that DOAS may assess whether sufficient financial resources exist to successfully perform under any resultant statewide contract. In fulfillment of this requirement, DOAS will request the Supplier(s) provide a Dunn & Bradstreet Supplier Qualifier Report (SQR) or similar standard business report detailing company specific financial and operational capability. If a Supplier is unable to provide the D&B SQR, or similar standard business report, DOAS will require the Supplier(s) to provide company financial information in the form of (to include but not be limited to): P/L Statements, Balance Statements, and other corporate financial reports that will facilitate DOAS evaluation of financial viability. Financial viability is a mandatory requirement and will be rated on a Pass/Fail basis. Generally, a pass rating consists of a D&B SQR Risk Score of 7 or below. DOAS will request a financial viability report upon determination of the Supplier(s) position to be awarded. Do you agree to provide a financial viability report as described above IF REQUESTED by DOAS?	YES	No	

M3	<p>The State encourages Suppliers to seek the best Partner relationships as it relates to deeper discounts, expert technical/installation services, and good repair and warranty performance.</p> <p>Suppliers wishing to add a Reseller to the Statewide contract, after contract award, must follow the State approval process. Reseller Partners must be approved in advance by the State as a condition of eligibility under this Contract. The State reserves the right to rescind any such participation. The State also reserves the right to request the Supplier to name additional Resellers, in the best interest of the State, at the State's sole discretion.</p> <p>The Supplier must complete and submit the following forms as part of the State Reseller approval process:</p> <ul style="list-style-type: none"> • Sales and Use Tax Form – Populated with Reseller information • Debarment Letter – Supplier statement indicating Reseller is not debarred (Federal or State level) • E-Verify Form • DOAS Reseller Request/Approval Spreadsheet – Supplier to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Supplier shall specify whether orders must be placed directly with Supplier, or may be placed directly with the designated Reseller. Supplier must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number. <p>Approved Resellers must be eligible to quote lower than or equal Contract pricing under this Contract. Suppliers are encouraged to identify multiple approved Resellers to participate in competitive transactions. Supplier shall be responsible for Reseller performance and compliance with all Contract terms and conditions. Products purchased through Reseller must be reported by the Supplier in the required Quarterly Sales Reports to the State.</p> <p>Immediate notice to DOAS is required by the Supplier in the event that a change in Reseller's status occurs during the Contract term. Are you willing to comply with this requirement?</p>	YES	No
M4	<p>In such instances where the supplier has discontinued an item, the supplier will work with the Authorized User to identify and implement alternative options that are of equivalent quality and at the same or lower price than the original items, unless payment of a higher price for an equivalent item has been mutually agreed to by the Supplier and the Authorized User. Does the Supplier agree to comply with this requirement?</p>	YES	No
M5	<p>Supplier 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 OEM specifications. Third-party must be recognizable by uniform and ID upon providing service for an Authorized User. Does the Supplier agree to comply with this requirement?</p>	YES	No
M6	<p>Supplier must notify Authorized User upon receipt of order(s) when an out of stock situation occurs and shall inform the Authorized User regarding the date of availability for the out of stock item(s) and suggest substitutions/alternatives. Prior approval from the ordering Authorized User is required before shipping a substitute/alternative item, and Authorized User reserves the right to accept or reject the recommendation and cancel items from the order. The State retains sole discretion to approve the substitute/alternative items when deemed to be in the State's best interest. Does the Supplier agree to comply with this requirement?</p>	YES	No
M7	<p>Supplier must communicate to the Contract Manager, in writing within five (5) business days of the item to be discontinued. Does the Supplier agree to comply with this requirement?</p>	YES	No

M8	In such instances where the Supplier has discontinued an item, the Supplier will work with the Authorized Users to identify and implement alternative options that are of equivalent quality and at the same or lower price than the original items, unless payment of a higher price for an equivalent item has been mutually agreed to by the Supplier and the Authorized User. Does the Supplier agree to comply with this requirement?	YES	No	
M9	Supplier certifies that it has provided, via an upload attachment to its response to this solicitation, their company E-Verify #, as designated by their full compliance and registration with the U.S. Citizen and Immigration Services, Department of Homeland Security (http://www.uscis.gov/e-verify).	YES	Yes	E-Verify
M10	DOAS will measure the customer satisfaction of Authorized User(s) during the term of the contract. Measurement will identify areas where Awarded Supplier(s) service levels can be improved. Supplier agrees to work with DOAS in resolving any issues resulting from such measurement activities to assure Awarded Supplier(s) meets the expectations of DOAS in the performance of the contract. Does the Supplier agree to comply with this requirement?	YES	No	

Mandatory Scored Response Worksheet Attachment E

Suppliers responding to one or more of the following Categories must answer all the requirements in this document:

- Category A - Desktops, Laptops, Tablets
- Category B - Ruggedized Computing Devices
- Category C - Thin Client
- Category D - Virtual Reality
- Category E - PC Peripherals and Accessories

Failure to answer these requirements will result in disqualification of the proposal.

Suppliers must indicate whether their proposal meets the individual requirement and provide a supporting narrative. Suppliers must provide a thorough narrative description in the space provided in this spreadsheet. **DO NOT ATTACH DOCUMENTS.**

The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award.

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

OPERATIONS AND EXPERIENCE

- | | |
|------|---|
| MS1. | <p>Supplier shall provide a brief history and description of the company detailing the following:</p> <ol style="list-style-type: none"> a. Supplier shall provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the Supplier is incorporated or otherwise organized to do business. b. Supplier shall include an organization chart and a thorough narrative describing how the contract resulting from this solicitation will be supported from senior management down to customer facing employees. c. Supplier shall indicate number and location of manufacturing, distribution outlets, and support centers, as appropriate. |
|------|---|

RESPONSE

Panasonic System Solutions Company of North America (PSSNA) is a Division of Panasonic Corporation of North America (Panasonic), based in Newark, NJ, is the principal North American subsidiary of Osaka, Japan-based Panasonic Corporation and the hub of its branding, marketing, sales, service, product development and R&D operations in the U.S. and Canada. Panasonic Corporation of Japan is a \$80 billion Global Fortune 100® company with worldwide research and development resources.

**Panasonic System Solutions Company of North America,
Division of Panasonic Corporation of North America
Two Riverfront Plaza Newark, New Jersey 07102
Federal Tax ID: 36-2786846
DUNS #: 008919813**

Phone: 201-348-7000

URL: <https://na.panasonic.com/us/public-safety>

Panasonic, as well as each of our designated Authorized Resellers offer an extensive set of facilities and resources that will be utilized to fulfill this contract. In designating Authorized Resellers, each requisite function related to pre-sales, order, order fulfillment, and customer support are redundantly covered within the scope of operations that will be required to successfully fulfill the terms and intent of this award.

Contract / Work Element to be performed by Panasonic:

- Product Design and Engineering
- Product Manufacturing
- Centralized Product Distribution
- Centralized (U.S. Based) Warranty Repair
- Centralized (U.S. Based) Parts Stock
- Centralized (U.S. Based) Technical Support
- On-line Product Configurator (integrated to Authorized Reseller contract websites)
- Panasonic On-line Resources
 - Product Data Sheets
 - Solution Data Sheets
 - Industry / Vertical Market Case Studies
 - Cost of Ownership Analysis
 - Product Statistics
 - Warranty information
 - Technical support contact directory
 - FAQ's
 - Product Registration
 - Downloads
 - BIOS Updates
 - Driver Updates
 - Product Manuals
 - Utilities

Distribution Facilities, Warehouses and Authorized Reseller Network Information:

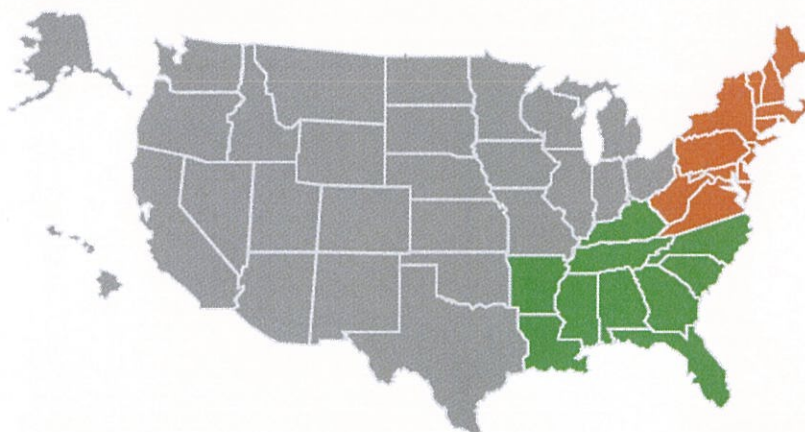
Panasonic System Solutions Company of North America, Division of Panasonic Corporation of North America, operates facilities and offices throughout the United States, with our headquarters at Two Riverfront Plaza Newark, New Jersey 07102. Specifics with respect to the allocation and location of labor sources for the following activities are described as follows:

- Accounting and customer service functions are performed from our headquarters location in Newark, NJ.
- Inside and outside sales, public sector sales support functions across the proposed Panasonic products are performed within the United States by the representatives we have designated within our bid.
- Implementation services and on-site repair are performed within the United States (as may be separately purchased) by PSSNA employees or our designated representatives.

- Technical call center services and warranty support for the State of Georgia under this contract by the Panasonic National Service Center at Heartland located at 14206 Overbrook, Leawood, KS 66224.
- The Panasonic National Service Center at Heartland center located in Leawood, Kansas is a Panasonic-owned facility exclusively dedicated to Panasonic technical and warranty support.
- Product shipping activities in support of this contract for the State of Georgia are performed by our configuration facility at the National Service Center in Leawood, Kansas as well as our network of Authorized Resellers to include CDW-G among others.
- Product manufacturing operations is performed at our plants in Kobe, Japan, Osaka, Japan and Taiwan.

Organizational Structure:

Panasonic has a strong commitment to account management for the State of Georgia contract to insure eligible agencies have the best technology and most reliable solutions to insure that they can meet their missions. The Panasonic Mobility Solutions Sales Team has a dedicated Senior Account Manager, National Sales Manager, Sales Director and Vice President of Sales that will support the State of Georgia contract.



EXECUTIVE TEAM

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SOUTHEAST TEAM ■

Sales Manager
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Utility Team Southeast Timothy.Dwyer@us.panasonic.com 205.250.6197	Account Sales Representative Southeast Gio.Rivera@us.panasonic.com 201.341.2467
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NORTHEAST TEAM ■

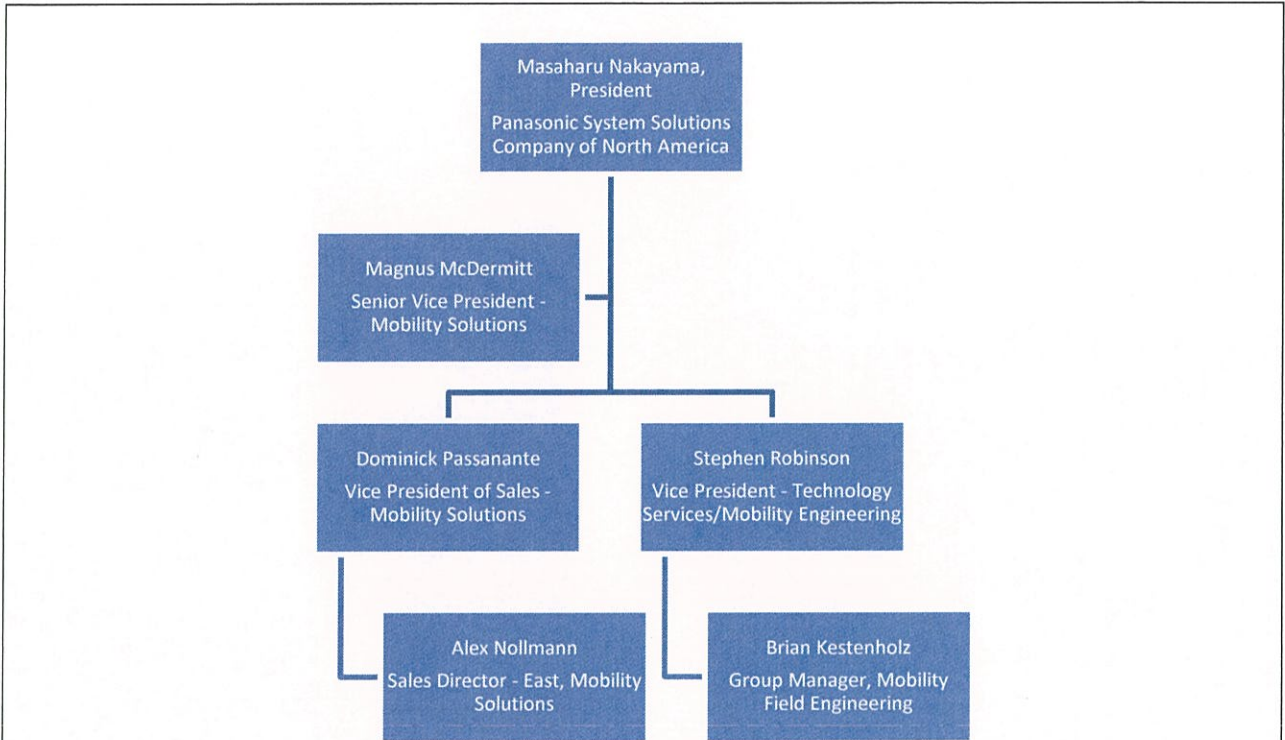
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Public Sector, Healthcare, Education Team

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The Senior Management team will also routinely participate in monitoring product quality assurance, reviewing repair data and execution of the contract.



The dedicated Panasonic Bids & Contract team members who are responsible for day-to-day management of the State of Georgia Contract is:

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MS2.	The State is looking for a provider that has a proven track record with government and the private sector. Supplier shall include a summary of experience in providing products and services similar to the requirements contained in this eRFP, highlighting any
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	government experience. Highlight your history in the State of Georgia or similar state (including work experience supporting institutions in education).
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RESPONSE

Panasonic has held contract for the State of Georgia PC Hardware, Related Equipment and Services - Contract Number: 99999-SPD-T20120702-0006 for the past 5 years and remains in good standing.

Panasonic has been supporting various State of Georgia department and agencies for over 5 years with unique and customized rugged mobile computing solutions to meet the demands of that agencies' environment and exceed their expectations with technologies that make their job easier and keep our communities safe. Panasonic's previous contract for IT hardware with the State of Georgia is a representation of our experience and past history of supporting the State of Georgia's departments and agencies, but more can be provided as Panasonic is utilized across the United States for decades in countless communities, police, fire stations, municipalities and utilities.

Panasonic rugged mobile solutions are used by some of largest government organizations and most branches of the U.S. Military that utilize our expert deployment services, project management and long term asset management to streamline maintenance support operations and maximize IT resources. Panasonic is a proven leader in the deployment, installation and service of quality rugged mobile computing solutions around the world. Panasonic maintains dedicated National Sales and Field Engineering Teams that assist with the successful delivery and deployment of Panasonic products and services nationwide.

As a further testament of Panasonic's experience and capabilities to meet the requirements contained in this eRFP, Panasonic also maintains similar OEM manufacturer-based contracts for other States:

- State of Alabama ALJP 2016-065 Contract
- State of New York OGS IT Umbrella Manufacturer-based Contract #22802
- State of North Carolina Contract Schedule 204B – Mobile Ruggedized Computers
- State of Texas DIR Branded Contract # DIR-TSO-4025

And Panasonic also has a vast history of experience supporting K-12 and Higher Education institutions including Georgia State University. For example, in 2017, Panasonic played an integral role in the provisioning of a broad range of professional video and display equipment for GSU's new Creative Media Industries Institute (CMI).

TECHNOLOGY/PRODUCTS

MS3.	<p>Supplier must describe the range of products, accessories and services offered. Supplier must provide a product matrix, consisting of the product category/family, and product classification. If applicable, please describe your special product offerings for educational use. For example, Education Carts that offer several bundled hardware for instructional staff.</p> <p>Do not include cost in the Technical section.</p>
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For computer hardware, Supplier must list all applicable certifications. Supplier must have achieved a minimum EPEAT (Electronic Product Environmental Assessment Tool) Bronze registration. Please provide proof of such certification.

Where applicable (Category A, B, C, D), Supplier shall provide a list of the Operating Systems available and certified to run or connect to products.

RESPONSE

Panasonic has responded with the following products that meet the State’s requirements for Category B – Ruggedized devices and also submitted like products for Category E – Peripherals & Accessories:

	TOUGHBOOK 54	TOUGHBOOK 31
FORM FACTOR	Laptop	Laptop
Operating System	Windows 10 Pro ⁴	Windows 10 Pro (optional Windows 7 Professional downgrade)
Screen Size and Resolution	14" HD/FHD (varies by model)	13.1" XGA
Brightness (nit)	1000 (touch model)	1200
Touch Display	Optional Gloved Multi Touch	Gloved Touch
Cameras	Webcam	
DVD Drive	Optional	Optional
CPU	Intel Core™ i5-7300U (i7 optional)	Intel Core™ i5-5300U (i7 optional)
Dedicated Graphics	• (Performance model)	
Base Drive	256 GB SSD (500 GB HDD Lite model)	500 GB HDD (7200rpm)
Memory	8-32 GB ² (16-32 GB Performance model)	4-16 GB
Weight (lbs.)	4.2-4.6	7.9
Battery Life (hours) ¹	Up to 12 (up to 20 with optional 2nd battery)	18 (27 with optional 2nd battery)
Hot-swappable Battery	Optional	
RUGGEDNESS	Semi-Rugged	Fully Rugged
Backlit Keyboard	Red	White
Fanless		
Covered Ports	•	•
Storage Drive Heater	•	•
User-removable Battery	•	•
Hand Strap/Handle	•	•
Magnesium Alloy Casing or Chassis	•	•
Spill-resistant Keyboard	•	•
IP Certified ³	IP51	IP65
MIL-STD-810G	3 ft	5 ft

Certified ³		
WIRELESS		
Antenna Pass Through	Optional ²	•
Dedicated GPS	Optional ²	Optional
Mobile Broadband	Optional 4G LTE-A Multi Carrier (with satellite GPS)	Optional 4G LTE Multi Carrier (with satellite GPS)
Wi-Fi	•	•
Bluetooth [®]	•	•

1 Battery life, unless otherwise stated, is based on MobileMark 2007. Toughbook 20, 33 and 54 are based on MobileMark 2014.

2 Not available on Lite model.


3 Tested by a national, independent, third-party lab following MIL-STD-810G Method 516.6 Procedure IV for transit drop and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP65.

4 Windows 7 (downgrade from 10) is also still available on previous mark.

All proposed Panasonic Toughbook and Toughpad mobile computing devices are either gold or silver rated by EPEAT[®] and, with regards to Category E – Peripherals & Accessories, many of the other proposed products are also certified by EPEAT[®] at gold, silver or bronze level or Energy Star certification depending on the various categories or sub-categories of Panasonic products. As a global organization, Panasonic is committed to developing sustainable, beneficial products and procedures. Panasonic will continue to strive to design and manufacture products that meet EPEAT[®] or ENERGY STAR[®] criteria to achieve the highest levels of environmental performance.

Panasonic Toughbook 31



Product:	Panasonic Toughbook 31
CAB:	Green Electronics Council CAB
Country:	United States
Product Type:	Notebooks
Manufacturer:	Panasonic
URL:	http://business.panasonic.com/toughbook/fully-rugged-laptop-toughbook-31.html
Rating:	
Registration Date:	4/15/2016
Monitor Type:	
Monitor Size:	13.1"
Product Status:	<input checked="" type="checkbox"/> Active
Exceptions:	
Manufacturer Part #:	
UPC:	
EAN:	
Consumer or Institutional:	Not Indicated

<https://ww2.epeat.net/companyList.aspx>

Panasonic - CF-31mk5 series

Specifications

Type@:	Notebook
Notebooks, Desktops, Integrated Computers, Slate/Tablets, Two-in-one Notebooks, and Portable All-in-ones Category for TEC (Typical Energy Consumption) Criteria@:	I1
Category I1: Processor Brand@:	Intel
Category I1: Processor Name@:	Core i7,Core i5
Category I1: Operating System Name@:	Windows 7,Windows 8
Category I1: Base Processor Speed Per Core (GHz)@:	2.0
Category I1: System Memory (GB)@:	16.0
Category I1: Default Low-power Mode@:	Sleep Mode
Category I1: Long Idle Power Used for Sleep Mode@:	No
Category I1: Off Mode (watts)@:	0.2
Category I1: Sleep Mode (watts)@:	0.9
Category I1: Long Idle (watts)@:	6.1
Category I1: Short Idle (watts)@:	7.8
Category I1: Base TEC Allowance (kWh)@:	22
Category I1: Functional Adder Allowances (kWh)@:	15.0
Category I1: TEC of Model (kWh)@:	29.0
Sleep Mode Default Time Upon Shipment (min.)@:	20
Display Sleep Mode Default Time Upon Shipment (min.)@:	10
WOL (Wake on LAN) From Sleep:	Shipped Disabled
Will the Speed of Any Active 1 GB/s or Higher Ethernet Network Links be Reduced to Less Than 1 GB/s When Transitioning to Sleep or Off Mode?@:	No
Ethernet Capability@:	Yes
Date Available On Market@:	12/12/2014
Date Certified@:	12/17/2014
Markets@:	United States, Switzerland, Europe, Taiwan, Canada

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<https://www.energystar.gov/productfinder/product/certified-computers/details/2230551>

Panasonic Toughbook 54



Product:	Panasonic Toughbook 54
CAB:	Green Electronics Council CAB
Country:	United States
Product Type:	Notebooks
Manufacturer:	Panasonic
URL:	http://business.panasonic.com/toughbook/semi-rugged-laptop-toughbook-54.html
Rating:	
Registration Date:	4/15/2016
Monitor Type:	
Monitor Size:	14.0"
Product Status:	<input checked="" type="checkbox"/> Active
Exceptions:	
Manufacturer Part #:	
UPC:	
EAN:	
Consumer or Institutional:	Not Indicated

<https://ww2.epeat.net/companyList.aspx>

Panasonic - CF-54J6*****

Specifications

Type@:	Notebook
Notebooks, Desktops, Integrated Computers, Slate/Tablets, Two-in-one Notebooks, and Portable All-in-ones Category for TEC (Typical Energy Consumption) Criteria@:	11
Category #1: Processor Brand@:	Intel
Category #1: Processor Name@:	Core i7
Category #1: Operating System Name@:	Windows 10
Category #1: Base Processor Speed Per Core (GHz)@:	2.6
Category #1: System Memory (GB)@:	32.0
Category #1: Default Low-power Mode@:	Sleep Mode
Category #1: Long Idle Power Used for Sleep Mode@:	No
Category #1: Off Mode (watts)@:	0.2
Category #1: Sleep Mode (watts)@:	0.7
Category #1: Long Idle (watts)@:	5.0
Category #1: Short Idle (watts)@:	7.6
Category #1: Base TEC Allowance (kWh)@:	22
Category #1: Functional Addler Allowances (KWh)@:	44.0
Category #1: TEC of Model (KWh)@:	26.9
Sleep Mode Default Time Upon Shipment (min.)@:	20
Display Sleep Mode Default Time Upon Shipment (min.)@:	10
WOL (Wake on LAN) From Sleep:	Shipped Disabled
Will the Speed of Any Active 1 GB/s or Higher Ethernet Network Links be Reduced to Less Than 1 GB/s When Transitioning to Sleep or Off Mode?@:	No
Ethernet Capability@:	Yes
Date Available On Market@:	09/22/2017
Date Certified@:	09/07/2017
Markets@:	United States, Switzerland, Europe, Taiwan, Canada

Additional Product Information

_CF-54J6*****;_CF-54J6*****

<https://www.energystar.gov/productfinder/product/certified-computers/details/2303320>

And both the Toughbook 31 laptop and Toughbook 54 laptop come with pre-installed Windows 10 Pro Operating System that is provided under Panasonic’s Microsoft OEM Windows Licensing and Panasonic’s Limited Use License Agreement.

MS4.	Supplier shall pay for packing, crating, and shipping of the Equipment to and from the Authorized User and shall install the Equipment (if applicable) at the Authorized User’s premises at no cost to the Authorized User. Shipment/Delivery shall be FOB: Destination. Supplier shall describe standard shipping. Do not include cost.
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RESPONSE

REBATE FINDER

ENERGY STAR partners sponsor rebates on certified products. Enter a zip code below to find deals near you!

LEARN MORE ABOUT PRODUCTS

Looking for more information about how to save with ENERGY STAR products?



Panasonic acknowledges this requirement and standard shipping is included in the discounted price. With regards to Panasonic’s delivery commitment, while delivery times vary from project to project, delivery dates can be guaranteed with proper advanced project plans. Order fulfillment will be through our authorized reseller partners and distribution program. We will work together with the customer based on their specific needs. Standard configuration orders can be filled within 30 days for in-stock items. Our standard shipping delivery days correspond to those available from major carriers (FedEx, UPS, DHL).

SERVICES

CUSTOMER SERVICE AND CONTRACT MANAGEMENT

MS5.	Supplier must describe the company's overall philosophy and approach to customer service and how this sets the company apart from the competition.
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RESPONSE

To better understand user needs and obtain direct feedback form our customer’s experience with product performance and durability, Panasonic's R&D and product development personnel have organized customer advisory councils and participate in industry-specific focus groups and trade associations.

Since its foundation, Panasonic’s management philosophy has been to contribute to society through its products and services while always putting the customer first. Based on this philosophy, the company strives to improve customer satisfaction and offers products, solutions and services and enrich the lives of people around the world. When providing customer service, Panasonic strives for sincerity, accuracy, and speed, and acts with humility and appreciation. This finds its basis in the principle of “true service” that the company’s founder described. The company’s fundamental stance is thus to provide customers with trust, peace of mind, and satisfaction.

“Service is an integral part of any business. A business that does not provide service is no business at all. Service, therefore, is the duty and obligation of any business person.” Konosuke Matsushita, Panasonic Founder.

There is a fundamental difference between Panasonic’s core business principles and quality of manufacturing in the marketplace today. Reliability in our products is more than just a description — it’s a promise. Toughbook computers deliver unrivaled industry-leading low product-failure rates. So it’s no wonder we’ve become the longest-running rugged computer supplier for the U.S. government, law enforcement, and public safety agencies. Thousands of organizations choose Panasonic Toughbook computers for their employees who work in unforgiving environments.

MS6.	Supplier shall describe its complaint escalation procedure. If a complaint from the State cannot be resolved by the company's daily contact for the State, or the designated representative, describe the hierarchical path this complaint takes until it is resolved. Describe how much visibility the State account will have at your company in terms of a specific management level. The escalation plan must include a methodology to address a situation where the State identifies a potential pattern of component failure.
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RESPONSE

The Panasonic On-Line Customer Portal is a web based application that offers real-time 24/7 visibility into repair history, canned reports, repair status, and alerts. In addition, it gives the ability for State IT administrators to generate their own RMAs with ease, which is used to improve our products and services. Panasonic also holds quarterly meetings with customers to ascertain any issues and associated resolutions. Reports are also provided to customers as needed. The government organizations who buy and use Panasonic Toughbook computers heavily influence product development decisions. Panasonic maintains complete service histories on all of your Toughbook® and Toughpad® computers that are sent in to our National Service Center, which are regularly monitored by Panasonic Executive Management and the Mobile Engineering team. Panasonic maintains dedicated National Sales and Field Engineering Teams that assist with the successful delivery and deployment of Panasonic products and services nationwide.

To further support extensive problem troubleshooting and resolution, ticket creation and tracking, standardized web-based reporting, issue escalation, Panasonic’s Mobility Solutions management team continually monitors our technical support hotline, account managers and technical field service managers to ensure that PSSNA’s response guidelines are being met or exceeded:

Level 1 – Panasonic 24/7 Remote Technical Support. A technician will enter the caller and product data into the database system, determine the warranty status, and try to assist in resolving the issue during the call

Level 2 – Once a qualified in-warranty hardware failure is determined, a Return Merchandise Authorization (RMA) number will be issued.

- i. If the problem can be resolved by replacement of an item accessible to the caller — for example, battery, AC adapter, hard drive (most models), CD/DVD drive (some models), memory module (some models) — a Priority Exchange will be set up and a replacement device shipped overnight to the designated location so you are up and running the next business day. The defective item is returned to the Panasonic National Service Center (NSC). Panasonic pays shipment in both directions.
- ii. If the unit needs to be returned for repair, the unit can be shipped, pre-paid, by Panasonic to the NSC for repair and return. The Panasonic NSC strives to complete within two business days of receipt at the NSC. All units are thoroughly quality control checked before they are shipped back to the customer to virtually eliminate repeat failures.

Level 3 – For any potential pattern of component failure, the Mobility Sales Manager and/or a Technical Field Manager would be dispatched to schedule onsite inspection of the Panasonic hardware. In many cases, an issue can be resolved by a Technical Field Manager. Panasonic Factory representatives may also participate in onsite resolution efforts.

Level 4 – Complete product unit replacement fulfills the full obligation and is at the discretion of Panasonic and is limited to once during the coverage term as approved by the Vice President of Technology Services/Mobility Engineering.

MS7.	Authorized Users will have the opportunity to submit service level reports to the Statewide Contract Manager. Service level commitments that the Supplier is expected to meet include:
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- a. Returning phone calls and emails in a timely manner. The State requires a response within 24 hours (Monday - Friday, excluding weekends and holidays) for all inquiries made to the Supplier relating to the products and services specified in the RFP and contract.
- b. Providing a quote within a maximum of 3 business days after receiving a request for a quote.
- c. Continuous effort until issue is resolved.
- d. Meeting the guarantee service delivery time, unless the lateness is due to matters beyond the supplier's reasonable control. In that case, the Supplier is expected to provide the entity with a reason and new service delivery time and date.

Supplier shall describe the service levels proposed / offered to maintain excellent customer service. Supplier must provide additional service level information regarding the customer average call wait time when using a general customer service number(s).

RESPONSE

Customer assistance is available 24 hours a day, 365 days a year through our technical support hotline or our website. Our world-class Panasonic National Service Center advantages for post-deployment for this project include service level commitment to the agencies:

- U.S.-based call centers (45-second average hold time)
- 24/7 technical support hotline 1.800.LAPTOP5 (1.800.527.8675) (US Based)
- In-warranty repair with no charge for shipping from our National Service Center
- Industry benchmark turnaround time on repairs

Panasonic offers 24/7 Contact Support via live chat, email or online form submission. Panasonic Global Download Center also provides unlimited 24-hour remote support with availability of software drivers and files updates for Toughbook laptops, Toughpad tablets or handheld devices at the Toughbook Support Center available at (<https://na.panasonic.com/us/support/toughbook-support-center>):

- Product Specifications
- Product Manuals
- OEM Windows Licensing & Reimaging Rights
- Drivers, BIOS, EC and More
- Software Development Kits
- Wireless Carrier Software
- Toughpad Applications
- Recovery DVDs
- FAQ's
- Image Validation Toolkit

The PSSNA business goal is to provide our customers with a response within four business hours, whether they contact us by phone or email. This means that as our customer, any issue you have will be addressed no later than the next business day. Panasonic has an internal goal of responding to any customer service request within 24 hours. Obviously the resolution is dependent upon the issue, but Panasonic has numerous expedited processes in place to facilitate the issue fix.

Quotations will be provided by a designated Panasonic authorized reseller within 3 days or less of receiving a request for a quote from a customer.

With regards to Panasonic’s delivery commitment, while delivery times vary from project to project, delivery dates can be guaranteed with proper advanced project plans. Order fulfillment will be through our authorized reseller partners and distribution program. We will work together with the customer based on their specific needs. Standard configuration orders can be filled within 30 days for in-stock items. Our delivery days correspond to those available from major carriers (FedEx, UPS, DHL). Emergency orders are facilitated on a case-by-case basis and are coordinated by our account managers assigned to the participating agency by Panasonic and our designated Authorized Resellers. In emergency situations, every effort will be made to meet the needs of the specific situation. Panasonic’s channel distribution maintains a small stock of our products for orders of a minimal quantity or for emergency orders. However, an accurate deployment plan and close coordination with the respective Panasonic Authorized Reseller would enhance the possibility of meeting more accelerated product deliveries. Panasonic has worked steadfastly to meet emergency needs of government organizations during unplanned events and/or natural disasters.

MS8.	Supplier must describe how customer satisfaction with products and services are tracked within the company and how this information is used to improve products and services. This could include customer satisfaction statistics or survey results concerning the quality of the products and services offered.
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RESPONSE

In what it calls Voice of Customer (VOC) activities, Panasonic uses a variety of methods to listen to customers in order to improve its business activities. The voices of the company's customers are heard via the opinions received through the Customer Care Center and Panasonic's sales companies and partners, showrooms, and service companies. Panasonic utilizes the results of its analyses—through coordination between its product planning, design, engineering, and quality departments on the one hand, and its marketing and sales departments on the other—in improving product development, functionality, quality, instruction manuals, catalog updates, and marketing activities.

Panasonic considers its VOC activities to be practical implementations of its management philosophy to improve customer satisfaction. The company encourages all employees to engage with the voices of the company's customers in all their work.

VOC Processes

STEP 1 Respond to customer inquiries and issues

Our Customer Care Center responds to the inquiries and issues brought up in telephone calls and letters received from customers on a daily basis. Marketing divisions also receive opinions from customers through sales people and partners.

STEP 2 Analyze the customer's opinion

Customer opinions are recorded, entered into a database, and analyzed every day.

STEP 3 Identify areas in need of improvement based on customer opinions

Customer opinions are analyzed to identify the root of the problem, such as how easy it is to use a product or understand a user manual, and raised as possible areas in need of improvement.

STEP 4 Learning from our customers' opinions to improve products, user manuals, etc.

Meetings are held in divisions in charge of product development and user manuals to discuss issues that have been raised and look for ways to improve products and services.

Panasonic takes great pride that our company has been recognized globally as the most trusted rugged notebook and tablet provider, according to buyers polled in the latest research from international technology specialists VDC Research in June of 2018. In addition, VDC Research reported that Panasonic excelled at service quality in comparison to its peers. This category of questioning covered expediency of service, maintenance, quality of service, customer service, and value for investment.

MS9.	Supplier must have the ability to provide decentralized as well as centralized billing. Supplier shall describe, in detail, their invoicing capabilities for customized billing and provide a sample invoice.
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RESPONSE

As an OEM technology manufacturer, Panasonic does not sell our products or services directly to our customers, rather through a distribution channel with Panasonic Authorized Reseller that offer the full range of products and services that will meet or exceed the requirements of the State of Georgia. Panasonic does not directly process payments for products that will be provided under this contract, rather our Designated Authorized Resellers will manage invoicing and accounts receivable process for each procurement that they support under this contract.

Depending on which reseller a specific participating agency chooses to use, a number of invoicing and spend management services are offered, including summary invoicing, electronic invoicing and other commonly offered invoicing procedures. One of the many benefits of doing business with Panasonic's designated Authorized Resellers is the flexibility they offer our government customers regarding order placement and they all take pride in offering a variety of procurement methods to suit their customers' varied needs and preferences.

Our representative response example when ordering through the CDW-G Extranet, Panasonic customers will see if product is able to ship the same day or if the product is on backorder. If product is currently out of stock, the end user will be able to see the length of time estimated to ship the product. For tracking and reporting measurement representation response, the Order Center of the CDW-G Extranet offers a full breadth of tools to track your order status, leases, purchasing history and financing options. Original invoices can be printed and you can view outstanding balances and invoices, credits, adjustments and/or payments. You can download your purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets you automatically save this data in your spreadsheet or database

applications. You can readily search your order, get your tracking number, check shipping status and request a Return Merchandise Authorization (RMA).

STANDARD WARRANTY/MAINTENANCE

MS10.

Supplier must ensure warranty service and maintenance for applicable equipment, including third party products provided. Describe how your company will secure warranty for products and services. Describe the Standard Warranty provided for your hardware and software that is included in your proposal (at no additional charge). Provide an outline of what is covered and what is not covered. Also, describe any additional warranty coverage that is available (such as extended warranties and after-warranty maintenance services).

Do not include cost in the Technical section.

RESPONSE

Panasonic's world class Toughbook Warranty Program Overview:

Standard 3-year Warranty – Panasonic's standard warranty protects Toughbook laptops and Toughpad computers from manufacturing defects for three (3) years and includes a priority parts exchange program and repair service at no cost. It provides lifetime access to our U.S.-based technical support hotline; online access to drivers, first-aid disks, BIOS updates, tools, utilities, and manuals; free overnight delivery of customer-replaceable parts and repaired units; and access to Panasonic field service personnel.

Extended Warranty (Optional) - Extend our three-year Standard Warranty to a fourth or fifth year, stretching warranty coverage to match your refresh cycle. Extending your warranty delivers peace of mind, uninterrupted worker productivity, and significant reduction in out-of-warranty repair costs and IT workload.

Protection Plus Warranty (Optional) - Augment our Standard Warranty with no-fault accident coverage. Accidents happen in mobile work environments, and Protection Plus provides prompt repair of all major computer parts. And in cases when the damage is beyond repair, we will replace the entire device. With Protection Plus, your workers experience minimal disruption, and your IT staff is not sidetracked with surprise repairs. Additionally, your finance staff will be happy to know that they'll never need to worry about funding unexpected repair costs (even for minor repairs) after deployment. This helps them budget entire projects without those surprises.

Ultimate Care Warranty (Optional) - the Ultimate Care Warranty Program offers a higher level of protection for unlimited accidental coverage every year – all repairs to major components will be covered:

- Unlimited replacement of major sub-assemblies and components
- Cover of cosmetic damage that might result in exposure of internal components
- Replacement of destroyed units with the same model and serial number
- Guarantee of annual unit failure rates
- Fast turnaround times

- Elimination of the need to take out a service budget to cover non-warranty repairs

24-Hour Hot Swap Exchange Warranty (Optional) - Get overnight delivery of a Toughbook or Toughpad computer if a unit fails. Instead of waiting for a repair, you're immediately sent a device from an inventory of customer-owned, pre-imaged computers stored at our National Service Center. Meanwhile, you send your damaged unit to Panasonic. We repair and place it into your on-demand inventory.

Hard Drive No Return Warranty (Optional) - When this coverage is purchased, customer is no longer required to ship a defective drive back to the service center when replaced due to defect. Select the appropriate part number based on standard hard drive (HDD) or solid state drive (SSD). Available on models with customer accessible hard drives.

Battery Extended Warranty (Optional) - When this coverage is purchased, customer is eligible to receive a replacement battery when their original batteries capacity drops below 50%.

MS11.	<p>Supplier shall describe the warranty/maintenance services offered detailing the following:</p> <ul style="list-style-type: none"> a. Procedures for requesting warranty or maintenance services. Supplier's description must include the primary contact for service requests, the type of contact (actual person, interactive voice response (IVR), etc.). The description must also include call back procedures and time frames. b. Process by which the company will remedy any potential equipment failures and/or defects in the products purchased under the contract resulting from this solicitation from your company, if awarded. c. Process by which initial claims against the manufacturer's warranty are collected and filed. d. System available to Authorized Users for tracking the status of open manufacturer's warranty claims and generating reports on ticket history to observe trends. Please indicate whether this system is real-time or not and the fields available in any reports. e. Escalation process for unresolved warranty claims.
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RESPONSE

On the rare occasion a Panasonic computer fails to operate during the warranty period and in accordance with the standard warranty, the unit will be repaired and returned with not cost for labor, parts, or shipping. To obtain service, State agencies and departments would follow the simple steps below to determine if an issue is a hardware or software based issue:

1. Contact Panasonic Toughbook Technical Support by calling 1-800-LAPTOP5. Typical hold time is less than one minute, and technicians based in the United States who are managed and trained by Panasonic provide support. This team is dedicated to the Panasonic Toughbook product line. Calls can be placed from more than 150 countries in the world using AT&T 800 Direct service.

2. A technician will enter the caller and product data into the database system, determine the warranty status, and try to assist in resolving the issue during the call.
3. **IN-WARRANTY REPAIRS** - Once a qualified in-warranty hardware failure is determined, a Return Merchandise Authorization (RMA) number will be issued:
 - i. If the problem can be resolved by replacement of an item accessible to the caller — for example, battery, AC adapter, hard drive (most models), CD/DVD drive (some models), memory module (some models) — a Priority Exchange will be set up and a replacement device shipped overnight to the designated location so you are up and running the next business day. The defective item is returned to the Panasonic National Service Center (NSC). Panasonic pays shipment in both directions.
 - ii. If the unit needs to be returned for repair, the unit can be shipped, pre-paid, by Panasonic to the NSC for repair and return. The Panasonic NSC strives to complete within two business days of receipt at the NSC. All units are thoroughly quality control checked before they are shipped back to the customer to virtually eliminate repeat failures.

As previously notated, the escalation process beyond the standard warranty RMA process is:

Level 3 – For any potential pattern of component failure, the Mobility Sales Manager and/or a Technical Field Manager would be dispatched to schedule onsite inspection of the Panasonic hardware. In many cases, an issue can be resolved by a Technical Field Manager. Panasonic Factory representatives may also participate in onsite resolution efforts.

Level 4 – Complete product unit replacement fulfills the full obligation and is at the discretion of Panasonic and is limited to once during the coverage term as approved by the Vice President of Technology Services/Mobility Engineering.

MARKETING

MS12.	Section 3.3 of the eRFP makes reference to the State Virtual Catalog. The Catalog is a great marketing tool for the State of Georgia and should be an integral part of the Supplier's roll-out strategy. Supplier must describe commitment to work with DOAS to develop and make available a successful marketing tool. Also, information must be kept current, including pricing, products and general information (Representatives, Partners, etc.). Describe how often the web pricing and invoicing will be audited to ensure contractual compliance. Describe how often general information will be audited for accuracy. Supplier shall propose a schedule for such audits.
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RESPONSE

To support the State of Georgia's catalog marketing efforts, measures that Panasonic will apply to the process of marketing our products include:

- General media exposure for law enforcement and public safety video evidence solutions through Panasonic's ongoing advertising efforts in many media formats, including television and printed publications.
- Online catalog sites through Panasonic and our Authorized Resellers along with online product specifications information.

- Printed product material and specifications available through the Authorized Resellers we have proposed.
- Authorized Reseller outreach activities to existing customers and participating agencies within their respective areas of operation or vertical focus.
- Reseller education programs designed to focus on the State of Georgia contract and product alignment to the missions of eligible government entities.
 - Manufacturer support to Authorized Resellers for both Pre-Sales and Post-Sales account management support.

And, Panasonic has developed its own internal team dedicated to ensuring that our government customers get the highest level of pre- and post-sale support. Panasonic has proven that we outperform our competitors in the government sector, and that we will continue to do so in the future. Panasonic personnel assigned to this contract will execute upon our training and contract education program, as well as provide direct support to both our Authorized Resellers and end-user customers in the capacities of pre-sales, requirements definition, product application alignment, and delivery / manufacturing coordination.

This will include monthly audits and reconciliation of proposed discount % off of SRP discounts and updates to product information.

Throughout our development and management team will coordinate closely with our Authorized Reseller contract support and training teams in order to identify support and training requirements that are unique to this contract; identify collateral materials and electronic materials requirements for education; and provide assistance with training as may be required or requested from each of our Authorized Resellers for their locations and sales personnel for the State of Georgia.

Mandatory Scored Response Worksheet Attachment F

Suppliers responding to the following Category must answer all the requirements in this document:

Category B - Ruggedized Computing Devices

Failure to answer these requirements will result in disqualification of the proposal.

Suppliers must indicate whether their proposal meets the individual requirement and provide a supporting narrative. Suppliers must provide a thorough narrative description in the space provided in this spreadsheet. **DO NOT ATTACH DOCUMENTS.**

The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award.

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

TECHNOLOGY

MS1.	<p>Supplier must describe the Ruggedized product's ability to operate the following use cases:</p> <ul style="list-style-type: none"> a) Moderate Field Use: Transport and use in maintenance or inspection vehicles, minimal weather exposure, possible water splash hazards, possible drops from tabletop height (IP54 verification documented. Operational after drop from 2 meters. Operational external temperature range -20C(-4F) to 85C(185F). Documented humidity tolerance that meets or exceeds MIL-STD 810G Method 507.5-Procedure I. Documented vibration tolerance that meets or exceeds MIL-STD 810G Method 514.6-Procedure I and II). b) Significant Exposure: Mounted interior vehicle or frequent outdoor use with frequent weather exposure potential. Possible drops from ladder or elevated platforms (IP65 verification documented. Operational after drop from 2 meters. Operational external temperature range -20C(-4F) to 85C(185F). Documented humidity tolerance that meets or exceeds MIL-STD 810G Method 507.5-Procedure I. Documented vibration tolerance that meets or exceeds MIL-STD 810G Method 514.6-Procedure I, II, and III). c) Extreme Exposure: Full time outdoor use or use in areas subject to substantial dust and water exposure. High possibility for impacts, drops, or substantial vibration. Mounted aircraft use. (IP67 verification documented. Operational after drop from 3 meters. Operational external temperature range -30C(-22F) to 85C(185F). Documented humidity tolerance that meets or exceeds MIL-STD 810G Method 507.5-Procedures I and II. Documented vibration tolerance that meets or exceeds MIL-STD 810G Method 514.6-Procedure I, II, and III). d) Electromagnetic Exposure: Significant possibility of exposure to electromagnetic radiation fields, such as maintenance or inspection of high voltage equipment, or use in proximity to beta or gamma particle emitting materials. (Must include documented verification that unit meets or exceed all specifications of Moderate Field Use and MIL-STD 461F).
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For each of the uses cases listed, Supplier must describe how products manage battery power, including typical hours of use on battery power and options available for ensuring extended field use on battery power when no AC power supply is available.

For each of the uses cases listed, Supplier must describe how products permit displays to be readable outdoors in full sunlight conditions.

RESPONSE

Because Panasonic is a core manufacturer using superior materials and stringent quality control processes, Toughbook mobile computers are more reliable than standard laptops. Inside and out, Toughbook mobile computers are packed with the best materials and technologies available for mobile computing. Features on many Toughbook mobile computers include:

- Reinforced, integrated antenna retracts into case design to protect against damage
- Sealed LCD to provide extra protection against moisture and dust
- Internal dampers and seals isolate the LCD from shock, vibration and moisture
- HDD mounted in damping polymers to help insulate against sudden blows
- Flexible connectors between the hard drive and system board to protect against the transfer of shock from drops and bumps
- Sealed keyboard and touchpad prevent damage from dust and spills
- Environmental seals protect the multimedia pocket, PC card slots and connection terminals from moisture and dust
- Full or partial magnesium alloy casing that protects against bumps, drops and knocks
- Anti-scratch and thermally reflective coatings

Panasonic Toughbook laptops, Toughpad tablets and our Handheld Devices are designed to handle almost any situation-from business-rugged computers that withstand bangs, bumps and spillage, to fully-rugged that can survive extreme conditions, such as drops up 48" or more, rain drip, pressure, dust and extraordinary swings in temperature.

Panasonic has a long track record of investing heavily in research and development of high quality materials, innovative technologies and highly sophisticated, vertically integrated manufacturing facilities. By coupling these investments with a rigorous testing process, Panasonic continues to achieve legendary status for durable, reliable mobile computing solutions. To assure that Toughbook fully-rugged mobile computers and Toughpad fully-rugged tablets or Handheld devices can handle wild temperature swings, extreme vibration, and dropping, Panasonic subjects them to a battery of rigorous tests.

High Temperature and Low Temperature tests are conducted in accordance with MIL-STD-810G, Method 501.5 and Method 502.5, Procedures I (Storage) and Procedure II (Operation). In addition, Panasonic also tests in accordance with MIL-STD-810G, High Temperature Method 501.5 Procedure III (Tactical - Standby to Operational). To pass both series of tests, our computers and tablets must continue to operate during the operational test and to boot and operate following the non-operational test. The Thermal Shock test is performed in accordance with MIL-STD-810G, Method 503.5, Procedure I.

A new test that was created with MIL-STD-810G, Panasonic also tests its fully-rugged computers for freeze/thaw tests in accordance with MIL-STD-810G, Method 524, Procedure III (Rapid Temperature Change). And Panasonic's internal tests go beyond MIL-STD tests by testing the units at even higher and lower temperatures.

Furthermore, Highly Accelerated Life Tests (HALT), a stress testing methodology used to obtain product reliability information, are conducted during this stage. By subjecting Toughbook computers through hot and cold temperature cycles over a several week period, Panasonic engineers can observe the units' performance over its projected, full life cycle. If any of the units' components fail, the problems can be addressed before manufacturing begins.

Toughbook 31 Laptop MIL-STD-810G Summary of Tests Report

Summary of Tests Performed on the Panasonic CF-31

Test Description	Test Parameters	Test Results
Altitude: Storage/Air Transport	MIL-STD-810G, Method 500.5, Procedure I <ul style="list-style-type: none"> 15,000ft Non-Operating 	Pass
Altitude: Operation/Air Carriage	MIL-STD-810G, Method 500.5, Procedure II <ul style="list-style-type: none"> 15,000ft Operating 	Pass
High Temperature: Storage	MIL-STD-810G, Method 501.5, Procedure I <ul style="list-style-type: none"> 160°F Non-Operating 	Pass
High Temperature: Operation	MIL-STD-810G, Method 501.5, Procedure II <ul style="list-style-type: none"> 140°F Operating 	Pass
High Temperature: Tactical–Standby to Operational	MIL-STD-810G, Method 501.5, Procedure III <ul style="list-style-type: none"> High storage (non-operating) to high operating (test for operation) Test results are for battery operation 	Pass
Low Temperature: Storage	MIL-STD-810G, Method 502.5, Procedure I <ul style="list-style-type: none"> -60°F Non-Operating 	Pass
Low Temperature: Operation	MIL-STD-810G, Method 502.5, Procedure II <ul style="list-style-type: none"> -20°F Operating 	Pass
Temperature Shock	MIL-STD-810G, Method 503.5, Procedure I <ul style="list-style-type: none"> From 200°F to -60°F, three cycles 	Pass
Rain: Blowing	MIL-STD-810G, Method 506.5, Procedure I <ul style="list-style-type: none"> 5.8in/hr rain, 70mph wind, 30 minutes per surface Unit operating 	Pass
Rain: Drip	MIL-STD-810G, Method 506.5, Procedure III <ul style="list-style-type: none"> 15 minute exposure, drip test 	Pass
Humidity	MIL-STD-810G, Method 507.5, Procedure II (Aggravated) <ul style="list-style-type: none"> Temp. cycles 86°F to 140°F; 95%RH 	Pass
Sand and Dust: Dust	MIL-STD-810G, Method 510.5, Procedure I <ul style="list-style-type: none"> Blowing Dust (operating) Operating temperature of 140°F 	Pass
Sand and Dust: Sand	MIL-STD-810G, Method 510.5, Procedure II <ul style="list-style-type: none"> Blowing Sand (operating) Operating temperature of 140°F 	Pass
Explosive Atmosphere	MIL-STD-810G, Method 511.5, Procedure I	Pass
Vibration: General Vibration – operating	MIL-STD-810G, Method 514.6, Procedure I (Transportation) <ul style="list-style-type: none"> Panasonic provided conditions (operating) 	Pass
Vibration: General Vibration – non-operating	MIL-STD-810G, Method 514.6, Procedure I (Transportation) <ul style="list-style-type: none"> Category 24, General minimal integrity (non-operating) 	Pass
Shock: Functional	MIL-STD-810G, Method 516.6, Procedure I <ul style="list-style-type: none"> 40g, 11ms Operating 	Pass

Test Description	Test Parameters	Test Results
Shock: Transit-Drop 48-inch	MIL-STD-810G, Method 516.6, Procedure IV <ul style="list-style-type: none"> • 26 drops – 48in height on to 2in plywood – non operating • All drops performed on the same unit 	Pass
Shock: Transit-Drop 60-inch	MIL-STD-810G, Method 516.6, Procedure IV <ul style="list-style-type: none"> • 26 drops – 60in height on to 2in plywood – non operating • All drops performed on the same unit that was also subjected to all 48in drops 	Pass
Shock: Transit-Drop 72-inch	MIL-STD-810G, Method 516.6, Procedure IV <ul style="list-style-type: none"> • 26 drops – 72in height on to 2in plywood – non operating • All drops performed on the same unit that was also subjected to all 48in and all 60in drops 	Pass
Freeze / Thaw	MIL-STD-810G, Method 524, Procedure III (Rapid Temperature Change) <ul style="list-style-type: none"> • Test effects include condensation 	Pass

¹ One test unit successfully passed the following tests in the sequence listed:

- High Temperature: Tactical–Standby to Operational
- Shock: Transit-Drop, 48-inch
- Shock: Transit –Drop, 60-inch
- Shock: Transit Drop, 72-inch
- Rain: Drip
- Sand and Dust: Dust
- Sand and Dust: Sand

ftp://ftp.panasonic.com/computer/toughbook31/toughbook-31_certifications.pdf

Toughbook 31 Laptop MIL-STD-461F Summary of Tests Report:

TEST REPORT

Report No. A-035-15-V

Date of Issue: 22 January 2016

Department of Defense Interface Standard Military Standard 461 E F

This test report is to certify that the device was tested according to the requirements of the above. The results of this report should not be construed to imply compliance of devices other than the sample tested. Without the laboratory approval by the documents, this report should not be copied in part.

1. Applicant

Company Name : IT Products Business Division, AVC Networks Company, Panasonic Corporation
Mailing Address : 1-10-12 Yagumo-higashi-machi, Moriguchi City, Osaka 570-0021, Japan

2. Identification of Tested Device

Device Name : Personal Computer
Model Number : CF-31
Serial Number : 4LKSA00506
Trade Name : Panasonic
Type of Test : Product Validation Design Validation Development Purpose
Test Plan Number : KEC-G111A_A-035-15-V Date:2015-11-18
Modification of Test Plan : No Yes (refer to deviation information in this report)

3. Test Items and Procedure

CE101	conducted emissions, power leads, 30Hz to 10kHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CE102	conducted emissions, power leads, 10kHz to 10MHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CS101	conducted susceptibility, power leads, 30Hz to 150kHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CS106	conducted susceptibility, transients, power leads	<input type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input checked="" type="checkbox"/> N/A (*3)
CS114	conducted susceptibility, bulk cable injection, 10kHz to 200MHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CS115	conducted susceptibility, bulk cable injection, impulse excitation	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CS116	conducted susceptibility, damped sinusoidal transients, cables and power leads, 10kHz to 100MHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
RE101	radiated emissions, magnetic field, 30Hz to 100kHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
RE102	radiated emissions, electric field, 10kHz to 18GHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
RS101	radiated susceptibility, magnetic field, 30Hz to 100kHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
RS103	radiated susceptibility, electric field, 2MHz to 40GHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A

Refer the below reason(s) with respect to the decision and justification not to test.

(*1) DUT Specification (*2) Request of Applicant (*3) According to Test Plan (*4) Not Included in This Report


KEC Electronic Industry Development Center Testing Division
3-2-2, Hikari-dai, Seika-cho, Soraku-gun, Kyoto 619-0237 Japan

Test Engineer(s)


Hironori Okamoto



Approved by


Ikuya Minematsu / Group Manager

ftp://ftp.panasonic.com/computer/certification/toughbook-31_milstd461f_certification.pdf

CERTIFICATE
of Conformity



Registration No.: AK 50176233 0001

Report No.: 12607023 001

Holder: Panasonic Corporation
IT Products Div.
AVC Networks Company
1-10-12 Yagumo-Higashi-machi
Moriguchi-shi, Osaka
570-0021 JAPAN

Product: Personal Computer

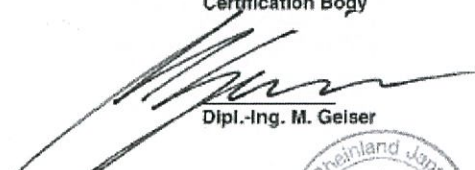
Identification: Type Designation : Tough Book CP-31
Serial Numbers : OAKSA00641, OAKSA00665
Degree of Protection : IP65

Tested acc. to: EN 60529:1991+A1
IEC 60529:2001

The certificate of conformity refers to the above mentioned product. This is to certify that the specimen is in conformity with the assessment requirement mentioned above. This certificate does not imply assessment of the production of the product and does not permit the use of a TÜV Rheinland mark of conformity.

Certification Body

Yokohama, 03.03.2010


Dipl.-Ing. M. Gelser

TÜV Rheinland Japan Ltd. - Yokohama 222-0033 - JAPAN



12000 04/08 © TÜV, TÜV and TÜV are registered trademarks. A signature and approval requires prior approval.

Toughbook 54 Laptop MIL-STD-810G Summary of Tests Report & Ingress Protection:

Summary of Tests Performed on the Panasonic CF-54 Computer

Test Description	Test Parameters	Test Results*
Altitude: Storage/Air Transport	MIL-STD-810G, Method 500.5, Procedure I <ul style="list-style-type: none"> • 40,000ft Non-Operating 	PASS
Altitude: Operation/Air Carriage	MIL-STD-810G, Method 500.5, Procedure II <ul style="list-style-type: none"> • 14,000ft Operating 	PASS
High Temperature: Storage	MIL-STD-810G, Method 501.5, Procedure I <ul style="list-style-type: none"> • 160°F Non-Operating 	PASS
High Temperature: Operation	MIL-STD-810G, Method 501.5, Procedure II <ul style="list-style-type: none"> • 140°F Operating 	
High Temperature: Tactical – Standby to Operational	MIL-STD-810G, Method 501.5, Procedure III <ul style="list-style-type: none"> • High Storage Non-Operating to High Operating (test for operation) • Test results are for battery operation 	
Low Temperature: Storage	MIL-STD-810G, Method 502.5, Procedure I <ul style="list-style-type: none"> • -60°F Non-Operating 	PASS
Low Temperature: Operation	MIL-STD-810G, Method 502.5, Procedure II <ul style="list-style-type: none"> • -4°F Operating 	
Temperature Shock	MIL-STD-810G, Method 503.5, Procedure I <ul style="list-style-type: none"> • From 160°F to -60°F, three cycles 	PASS
Humidity	MIL-STD-810G, Method 507.5, Procedure II (Aggravated) <ul style="list-style-type: none"> • Temperature cycles 86°F to 140°F; 95%RH 	PASS
Sand and Dust: Dust	MIL-STD-810G, Method 510.5, Procedure I <ul style="list-style-type: none"> • Blowing Dust (operating) • Operating temperature of 140°F 	PASS
Sand and Dust: Sand	MIL-STD-810G, Method 510.5, Procedure II <ul style="list-style-type: none"> • Blowing Sand (operating) • Operating temperature of 140°F 	PASS
Vibration: General Vibration – operating	MIL-STD-810G, Method 514.6, Procedure I <ul style="list-style-type: none"> • Category 4, Typical Mission/Field Transportation Scenario (Fig 514.6C-1), 2hrs/axis • Category 20, Ground Vehicles – Ground Mobile, composite wheeled vehicles, Fig 514.6C-3, 2hrs/axis 	PASS
Vibration: General Vibration – non-operating	MIL-STD-810G, Method 514.6, Procedure I <ul style="list-style-type: none"> • Category 24, General minimal integrity (non-operating), 1hr/axis 	PASS
Shock: Functional	MIL-STD-810G, Method 516.6, Procedure I <ul style="list-style-type: none"> • 40g, 11ms Operating 	PASS
Shock: Transit-Drop 36-inch	MIL-STD-810G, Method 516.6, Procedure IV <ul style="list-style-type: none"> • 26 drops – 36in height on to 2in plywood – non operating • All drops performed on the same unit 	PASS
IP51 testing	IEC 60529 (2001) <ul style="list-style-type: none"> • Against ingress of solid foreign objects: Dust Protected • Against ingress of water with harmful effects: Vertical Dripping 	PASS

* "Pass" indicates that the computer successfully booted Microsoft Windows 7 Professional following each test.

ftp://ftp.panasonic.com/computer/toughbook54/toughbook_54_mil-std-810g_and_ip51_certification.pdf

Toughbook 54 FCC Declaration of Conformity/UL EMI Test Report

FCC DECLARATION OF CONFORMITY CLASS B COMPUTER / CF-54 (mk2 series)

Certificate Number: DoC 2015-003A	Ref No.: ITP-15-FB011
Original Date: January 19, 2015	Revised Date: March 17, 2017

Type Product	Class B Computing Device / Personal Tablet Computer 47 CFR, Part 15, Subpart B / Class B Limits
Basic Unique Identification	Panasonic Personal Computer, Model CF-54 (mk2) Family PC may be provided with FCC IDs: N7NEM7355 (ACJ9TGWW13B) and/or ACJ9TGWL15A, ACJ9TGRI14C.
Brief Product Description	Personal Computer Models CF-54 Series provided with Intel i7-6600U 3.3 GHz or Intel i5-6300U 2.4 GHz This PC is provided with 14.0 TFT LCD Clock: 138.7MHz, Memory Clock 1600MHz, SD Memory, SIM slot, USB3.0, Camera, LAN, WWAN, WLAN/BT, HF-RFID, DVD, GPS, Microphone/Headphone, DC Input, Battery Pack and AC Adaptor. Port Replicator may be provided.
This DoC Represents	PC Model CF-54 (mk2) family provided with Intel i7-6600U 3.3 GHz or Intel i5-6300U 2.4 GHz This PC may be marketed with below factory installed co-located transmitters and accessories: <ol style="list-style-type: none"> 1. Panasonic WLAN/BT, Model WL14A with FCC ID: ACJ9TGWL15A (Intel, Model 8260NGW with FCC ID: PD98260NG) 2. Panasonic WWAN with GPS, Model WW13B with FCC ID: ACJ9TGWW13B (Sierra WWAN with GPS, Model EM7355 with FCC ID: N7NEM7355) 3. Panasonic HF-RFID, Model PR533 with FCC ID: ACJ9TGRI14C <ul style="list-style-type: none"> • Panasonic AC Adaptor Model CF-AA5713 • Panasonic Li-Ion Rechargeable Battery Pack Models CF-VZSU0GW or CF-VZSU0PW and CF-VZSU0KW as a second Battery pack • Port Replicator Model CF-VEB541U • DVD Multi Drive
This DoC is supported by:	UL EMI Test Report 11132278H Issued February 2, 2016 for Class B Computer Device. RF Exposures have been evaluated under separate test report.
SAR Considerations	SAR evaluation conducted under separate test report. User must maintain 20cm spacing between external antenna(s) and all person's body during operation except for extremities of hands, wrist and feet.
External Antennas	Use WLAN Radial/Larsen whip type antenna with max 5dBi gain. Use WWAN base whip type antenna: Max 4dBi antenna 800MHz and/or 850MHz, Max 3dBi at 1700 MHz and 1900 MHz bands Max 9dBi at 700 MHz band.
Special Conditions	<ul style="list-style-type: none"> • Must be provided with label with FCC logo and installed TX FCC ID's. • Must be provided with User Manual with responsible party information and FCC required user information including RF exposure warning. • Must be provided with AC Adaptor and DC cable with ferrite core.
Responsible Sales Company	Panasonic System Communications Company of North America Two Riverfront Plaza, Newark NJ 07102
Responsible DoC Party	Panasonic Corporation of North America Product Safety & Compliance Division Two Riverfront Plaza, Newark NJ 07102 Key Contact Person: Ben Botros, Project Manager Email: Ben.Botros@us.panasonic.com

This DoC is granted on the basis of the manufacturer's attested compliance with the above described conditions and in accordance with R&O in ET Docket No. 95-19.

Importation of the above declared product can be made on behalf of Panasonic affiliated sales companies by PNA's Logistics Import Customs, or their authored brokers, by filing (1) FCC Form 740 while declaring Line 1 with reference to above described FCC ID's; and (2) Form FDA 2877 while declaring Box B1 and make reference to PNA's 2016 Annual Laser Product Report Accession Number 1630767-000.

Battery Power Management

Unlike our competitors, as one of the few remaining core OEM PC manufacturers Panasonic still develops and manufactures many key components in Toughbook laptop and Toughpad tablet products. Panasonic checks all internal Intel circuit resistors and capacitors and changes them to optimum values to achieve longer battery life while our competitors merely copy Intel reference circuit diagrams.

The Toughbook 31 laptop and Toughbook 54 laptop both offer optional 2nd battery allowing hot-swap battery replacement without the need to shut down or hibernate. The Toughbook 31 laptop offers amazing battery life—18 hours, or 27 hours with optional media bay 2nd battery and the Toughbook 54 offers 10 hours of battery life – or up to 20 hours with an optional hot swappable second battery.

Panasonic Direct Bonding Screen Technology

Both the Toughbook 31 laptop and the Toughbook 54 laptop feature display screens with Panasonic's direct bonding and IPS technology that achieves a lower level of reflection rate and provides a brighter screen NIT rating for user interface in direct sunlight conditions. And both the Toughbook 31 laptop and Toughbook 54 laptop feature anti-glare (AG) surface treatment is done directly on the LCD screen while Anti-Reflective coating is done on the screen protective film. The Anti-Reflective (AR) polarizer is a clear protective film that is applied to the panel which reduces the amount of reflection created by external bright light. In a typical LCD display there are three layers which light passes through and these are the cover lens, an air gap and the LCD panel. Panasonic's protective film protects the display against scratches, abrasion and chemical resistant to protect the LCD screen:

- Eliminates fingerprints on the screen.
- Reduces glare from overhead lighting and provides a pleasing touch surface.
- Installs easily in seconds.
- Low-tack adhesive removes easily without leaving residue. Does not require solution, liquid, or "wet application."

Mandatory Scored Response Worksheet Attachment F

Suppliers responding to the following Category must answer all the requirements in this document:

Category B - Ruggedized Computing Devices

Failure to answer these requirements will result in disqualification of the proposal.

Suppliers must indicate whether their proposal meets the individual requirement and provide a supporting narrative. Suppliers must provide a thorough narrative description in the space provided in this spreadsheet. **DO NOT ATTACH DOCUMENTS.**

The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award.

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

TECHNOLOGY

MS1.	<p>Supplier must describe the Ruggedized product's ability to operate the following use cases:</p> <ul style="list-style-type: none">a) Moderate Field Use: Transport and use in maintenance or inspection vehicles, minimal weather exposure, possible water splash hazards, possible drops from tabletop height (IP54 verification documented. Operational after drop from 2 meters. Operational external temperature range -20C(-4F) to 85C(185F). Documented humidity tolerance that meets or exceeds MIL-STD 810G Method 507.5-Procedure I. Documented vibration tolerance that meets or exceeds MIL-STD 810G Method 514.6-Procedure I and II).b) Significant Exposure: Mounted interior vehicle or frequent outdoor use with frequent weather exposure potential. Possible drops from ladder or elevated platforms (IP65 verification documented. Operational after drop from 2 meters. Operational external temperature range -20C(-4F) to 85C(185F). Documented humidity tolerance that meets or exceeds MIL-STD 810G Method 507.5-Procedure I. Documented vibration tolerance that meets or exceeds MIL-STD 810G Method 514.6-Procedure I, II, and III).c) Extreme Exposure: Full time outdoor use or use in areas subject to substantial dust and water exposure. High possibility for impacts, drops, or substantial vibration. Mounted aircraft use. (IP67 verification documented. Operational after drop from 3 meters. Operational external temperature range -30C(-22F) to 85C(185F). Documented humidity tolerance that meets or exceeds MIL-STD 810G Method 507.5-Procedures I and II. Documented vibration tolerance that meets or exceeds MIL-STD 810G Method 514.6-Procedure I, II, and III).d) Electromagnetic Exposure: Significant possibility of exposure to electromagnetic radiation fields, such as maintenance or inspection of high voltage equipment, or use in proximity to beta or gamma particle emitting materials. (Must include documented verification that unit meets or exceed all specifications of Moderate Field Use and MIL-STD 461F).
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For each of the uses cases listed, Supplier must describe how products manage battery power, including typical hours of use on battery power and options available for ensuring extended field use on battery power when no AC power supply is available.

For each of the uses cases listed, Supplier must describe how products permit displays to be readable outdoors in full sunlight conditions.

RESPONSE

Because Panasonic is a core manufacturer using superior materials and stringent quality control processes, Toughbook mobile computers are more reliable than standard laptops. Inside and out, Toughbook mobile computers are packed with the best materials and technologies available for mobile computing. Features on many Toughbook mobile computers include:

- Reinforced, integrated antenna retracts into case design to protect against damage
- Sealed LCD to provide extra protection against moisture and dust
- Internal dampers and seals isolate the LCD from shock, vibration and moisture
- HDD mounted in damping polymers to help insulate against sudden blows
- Flexible connectors between the hard drive and system board to protect against the transfer of shock from drops and bumps
- Sealed keyboard and touchpad prevent damage from dust and spills
- Environmental seals protect the multimedia pocket, PC card slots and connection terminals from moisture and dust
- Full or partial magnesium alloy casing that protects against bumps, drops and knocks
- Anti-scratch and thermally reflective coatings

Panasonic Toughbook laptops, Toughpad tablets and our Handheld Devices are designed to handle almost any situation-from business-rugged computers that withstand bangs, bumps and spillage, to fully-rugged that can survive extreme conditions, such as drops up 48" or more, rain drip, pressure, dust and extraordinary swings in temperature.

Panasonic has a long track record of investing heavily in research and development of high quality materials, innovative technologies and highly sophisticated, vertically integrated manufacturing facilities. By coupling these investments with a rigorous testing process, Panasonic continues to achieve legendary status for durable, reliable mobile computing solutions. To assure that Toughbook fully-rugged mobile computers and Toughpad fully-rugged tablets or Handheld devices can handle wild temperature swings, extreme vibration, and dropping, Panasonic subjects them to a battery of rigorous tests.

High Temperature and Low Temperature tests are conducted in accordance with MIL-STD-810G, Method 501.5 and Method 502.5, Procedures I (Storage) and Procedure II (Operation). In addition, Panasonic also tests in accordance with MIL-STD-810G, High Temperature Method 501.5 Procedure III (Tactical - Standby to Operational). To pass both series of tests, our computers and tablets must continue to operate during the operational test and to boot and operate following the non-operational test. The Thermal Shock test is performed in accordance with MIL-STD-810G, Method 503.5, Procedure I.

A new test that was created with MIL-STD-810G, Panasonic also tests its fully-rugged computers for freeze/thaw tests in accordance with MIL-STD-810G, Method 524, Procedure III (Rapid Temperature Change). And Panasonic's internal tests go beyond MIL-STD tests by testing the units at even higher and lower temperatures.

Furthermore, Highly Accelerated Life Tests (HALT), a stress testing methodology used to obtain product reliability information, are conducted during this stage. By subjecting Toughbook computers through hot and cold temperature cycles over a several week period, Panasonic engineers can observe the units' performance over its projected, full life cycle. If any of the units' components fail, the problems can be addressed before manufacturing begins.

Toughbook 31 Laptop MIL-STD-810G Summary of Tests Report

Summary of Tests Performed on the Panasonic CF-31

Test Description	Test Parameters	Test Results
Altitude: Storage/Air Transport	MIL-STD-810G, Method 500.5, Procedure I <ul style="list-style-type: none"> 15,000ft Non-Operating 	Pass
Altitude: Operation/Air Carriage	MIL-STD-810G, Method 500.5, Procedure II <ul style="list-style-type: none"> 15,000ft Operating 	Pass
High Temperature: Storage	MIL-STD-810G, Method 501.5, Procedure I <ul style="list-style-type: none"> 160°F Non-Operating 	Pass
High Temperature: Operation	MIL-STD-810G, Method 501.5, Procedure II <ul style="list-style-type: none"> 140°F Operating 	Pass
High Temperature: Tactical-Standby to Operational	MIL-STD-810G, Method 501.5, Procedure III <ul style="list-style-type: none"> High storage (non-operating) to high operating (test for operation) Test results are for battery operation 	Pass
Low Temperature: Storage	MIL-STD-810G, Method 502.5, Procedure I <ul style="list-style-type: none"> -60°F Non-Operating 	Pass
Low Temperature: Operation	MIL-STD-810G, Method 502.5, Procedure II <ul style="list-style-type: none"> -20°F Operating 	Pass
Temperature Shock	MIL-STD-810G, Method 503.5, Procedure I <ul style="list-style-type: none"> From 200°F to -60°F, three cycles 	Pass
Rain: Blowing	MIL-STD-810G, Method 506.5, Procedure I <ul style="list-style-type: none"> 5.8in/hr rain, 70mph wind, 30 minutes per surface Unit operating 	Pass
Rain: Drip	MIL-STD-810G, Method 506.5, Procedure III <ul style="list-style-type: none"> 15 minute exposure, drip test 	Pass
Humidity	MIL-STD-810G, Method 507.5, Procedure II (Aggravated) <ul style="list-style-type: none"> Temp. cycles 86°F to 140°F; 95%RH 	Pass
Sand and Dust: Dust	MIL-STD-810G, Method 510.5, Procedure I <ul style="list-style-type: none"> Blowing Dust (operating) Operating temperature of 140°F 	Pass
Sand and Dust: Sand	MIL-STD-810G, Method 510.5, Procedure II <ul style="list-style-type: none"> Blowing Sand (operating) Operating temperature of 140°F 	Pass
Explosive Atmosphere	MIL-STD-810G, Method 511.5, Procedure I	Pass
Vibration: General Vibration – operating	MIL-STD-810G, Method 514.6, Procedure I (Transportation) <ul style="list-style-type: none"> Panasonic provided conditions (operating) 	Pass
Vibration: General Vibration – non-operating	MIL-STD-810G, Method 514.6, Procedure I (Transportation) <ul style="list-style-type: none"> Category 24, General minimal integrity (non-operating) 	Pass
Shock: Functional	MIL-STD-810G, Method 516.6, Procedure I <ul style="list-style-type: none"> 40g, 11ms Operating 	Pass

Test Description	Test Parameters	Test Results
Shock: Transit-Drop 48-inch	MIL-STD-810G, Method 516.6, Procedure IV <ul style="list-style-type: none"> • 26 drops – 48in height on to 2in plywood – non operating • All drops performed on the same unit 	Pass
Shock: Transit-Drop 60-inch	MIL-STD-810G, Method 516.6, Procedure IV <ul style="list-style-type: none"> • 26 drops – 60in height on to 2in plywood – non operating • All drops performed on the same unit that was also subjected to all 48in drops 	Pass
Shock: Transit-Drop 72-inch	MIL-STD-810G, Method 516.6, Procedure IV <ul style="list-style-type: none"> • 26 drops – 72in height on to 2in plywood – non operating • All drops performed on the same unit that was also subjected to all 48in and all 60in drops 	Pass
Freeze / Thaw	MIL-STD-810G, Method 524, Procedure III (Rapid Temperature Change) <ul style="list-style-type: none"> • Test effects include condensation 	Pass

ⁱ One test unit successfully passed the following tests in the sequence listed:

- High Temperature: Tactical–Standby to Operational
- Shock: Transit-Drop, 48-inch
- Shock: Transit –Drop, 60-inch
- Shock: Transit Drop, 72-inch
- Rain: Drip
- Sand and Dust: Dust
- Sand and Dust: Sand

ftp://ftp.panasonic.com/computer/toughbook31/toughbook-31_certifications.pdf

Toughbook 31 Laptop MIL-STD-461F Summary of Tests Report:

TEST REPORT

Report No. A-035-15-V

Date of Issue: 22 January 2016

Department of Defense Interface Standard Military Standard 461 E F

This test report is to certify that the device was tested according to the requirements of the above. The results of this report should not be construed to imply compliance of devices other than the sample tested. Without the laboratory approval by the documents, this report should not be copied in part.

1. Applicant

Company Name : IT Products Business Division, AVC Networks Company, Panasonic Corporation
Mailing Address : 1-10-12 Yagumo-higashi-machi, Moriguchi City, Osaka 570-0021, Japan

2. Identification of Tested Device

Device Name : Personal Computer
Model Number : CF-31
Serial Number : 4LKSA00506
Trade Name : Panasonic
Type of Test : Product Validation Design Validation Development Purpose
Test Plan Number : KEC-G111A_A-035-15-V Date:2015-11-18
Modification of Test Plan : No Yes (refer to deviation information in this report)

3. Test Items and Procedure

CE101	conducted emissions, power leads, 30Hz to 10kHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CE102	conducted emissions, power leads, 10kHz to 10MHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CS101	conducted susceptibility, power leads, 30Hz to 150kHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CS106	conducted susceptibility, transients, power leads	<input type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input checked="" type="checkbox"/> N/A (*3)
CS114	conducted susceptibility, bulk cable injection, 10kHz to 200MHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CS115	conducted susceptibility, bulk cable injection, impulse excitation	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
CS116	conducted susceptibility, damped sinusoidal transients, cables and power leads, 10kHz to 100MHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
RE101	radiated emissions, magnetic field, 30Hz to 100kHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
RE102	radiated emissions, electric field, 10kHz to 18GHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
RS101	radiated susceptibility, magnetic field, 30Hz to 100kHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A
RS103	radiated susceptibility, electric field, 2MHz to 40GHz	<input checked="" type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> N/A

Refer the below reason(s) with respect to the decision and justification not to test.

(*1) DUT Specification (*2) Request of Applicant (*3) According to Test Plan (*4) Not Included in This Report

KEC Electronic Industry Development Center Testing Division
3-2-2, Hikari-dai, Seika-cho, Soraku-gun, Kyoto 619-0237 Japan

Test Engineer(s)


Hironori Okamoto



Approved by


Ikuya Minematsu / Group Manager

ftp://ftp.panasonic.com/computer/certification/toughbook-31_milstd461f_certification.pdf

CERTIFICATE
of Conformity



Registration No.: AK 50176233 0001

Report No.: 12607023 001

Holder: Panasonic Corporation
IT Products Div.
AVC Networks Company
1-10-12 Yagumo-Higashi-machi
Moriguchi-shi, Osaka
570-0021 JAPAN

Product: Personal Computer

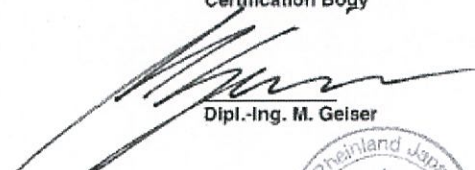
Identification: Type Designation : Tough Book CP-31
Serial Numbers : OAKSA00641, OAKSA00665
Degree of Protection : IP65

Tested acc. to: EN 60529:1991+A1
IEC 60529:2001

The certificate of conformity refers to the above mentioned product. This is to certify that the specimen is in conformity with the assessment requirement mentioned above. This certificate does not imply assessment of the production of the product and does not permit the use of a TÜV Rheinland mark of conformity.

Certification Body

Yokohama, 03.03.2010


Dipl.-Ing. M. Geiser

TÜV Rheinland Japan Ltd. - Yokohama 222-0033 - JAPAN



Toughbook 54 Laptop MIL-STD-810G Summary of Tests Report & Ingress Protection:

Summary of Tests Performed on the Panasonic CF-54 Computer

Test Description	Test Parameters	Test Results*
Altitude: Storage/Air Transport	MIL-STD-810G, Method 500.5, Procedure I <ul style="list-style-type: none"> 40,000ft Non-Operating 	PASS
Altitude: Operation/Air Carriage	MIL-STD-810G, Method 500.5, Procedure II <ul style="list-style-type: none"> 14,000ft Operating 	PASS
High Temperature: Storage	MIL-STD-810G, Method 501.5, Procedure I <ul style="list-style-type: none"> 160°F Non-Operating 	PASS
High Temperature: Operation	MIL-STD-810G, Method 501.5, Procedure II <ul style="list-style-type: none"> 140°F Operating 	
High Temperature: Tactical – Standby to Operational	MIL-STD-810G, Method 501.5, Procedure III <ul style="list-style-type: none"> High Storage Non-Operating to High Operating (test for operation) Test results are for battery operation 	
Low Temperature: Storage	MIL-STD-810G, Method 502.5, Procedure I <ul style="list-style-type: none"> -60°F Non-Operating 	PASS
Low Temperature: Operation	MIL-STD-810G, Method 502.5, Procedure II <ul style="list-style-type: none"> -4°F Operating 	
Temperature Shock	MIL-STD-810G, Method 503.5, Procedure I <ul style="list-style-type: none"> From 160°F to -60°F, three cycles 	PASS
Humidity	MIL-STD-810G, Method 507.5, Procedure II (Aggravated) <ul style="list-style-type: none"> Temperature cycles 86°F to 140°F, 95%RH 	PASS
Sand and Dust: Dust	MIL-STD-810G, Method 510.5, Procedure I <ul style="list-style-type: none"> Blowing Dust (operating) Operating temperature of 140°F 	PASS
Sand and Dust: Sand	MIL-STD-810G, Method 510.5, Procedure II <ul style="list-style-type: none"> Blowing Sand (operating) Operating temperature of 140°F 	PASS
Vibration: General Vibration – operating	MIL-STD-810G, Method 514.6, Procedure I <ul style="list-style-type: none"> Category 4, Typical Mission/Field Transportation Scenario (Fig 514.6C-1), 2hrs/axis Category 20, Ground Vehicles – Ground Mobile, composite wheeled vehicles, Fig 514.6C-3, 2hrs/axis 	PASS
Vibration: General Vibration – non-operating	MIL-STD-810G, Method 514.6, Procedure I <ul style="list-style-type: none"> Category 24, General minimal integrity (non-operating), 1hr/axis 	PASS
Shock: Functional	MIL-STD-810G, Method 516.6, Procedure I <ul style="list-style-type: none"> 40g, 11ms Operating 	PASS
Shock: Transit-Drop 36-inch	MIL-STD-810G, Method 516.6, Procedure IV <ul style="list-style-type: none"> 26 drops – 36in height on to 2in plywood – non operating All drops performed on the same unit 	PASS
IP51 testing	IEC 60529 (2001) <ul style="list-style-type: none"> Against ingress of solid foreign objects: Dust Protected Against ingress of water with harmful effects: Vertical Dripping 	PASS

* "Pass" indicates that the computer successfully booted Microsoft Windows 7 Professional following each test.

ftp://ftp.panasonic.com/computer/toughbook54/toughbook_54_mil-std-810g_and_ip51_certification.pdf

Toughbook 54 FCC Declaration of Conformity/UL EMI Test Report

FCC DECLARATION OF CONFORMITY CLASS B COMPUTER / CF-54 (mk2 series)

Certificate Number: DoC 2015-003A	Ref No.: ITP-15-FB011
Original Date: January 19, 2015	Revised Date: March 17, 2017

Type Product	Class B Computing Device / Personal Tablet Computer 47 CFR, Part 15, Subpart B / Class B Limits
Basic Unique Identification	Panasonic Personal Computer, Model CF-54 (mk2) Family PC may be provided with FCC IDs: N7NEM7355 (ACJ9TGWW13B) and/or ACJ9TGWL15A, ACJ9TGRI14C.
Brief Product Description	Personal Computer Models CF-54 Series provided with Intel i7-6600U 3.3 GHz or Intel i5-6300U 2.4 GHz This PC is provided with 14.0 TFT LCD Clock: 138.7MHz, Memory Clock 1600MHz, SD Memory, SIM slot, USB3.0, Camera, LAN, WWAN, WLAN/BT, HF-RFID, DVD, GPS, Microphone/Headphone, DC Input, Battery Pack and AC Adaptor. Port Replicator may be provided.
This DoC Represents	PC Model CF-54 (mk2) family provided with Intel i7-6600U 3.3 GHz or Intel i5-6300U 2.4 GHz This PC may be marketed with below factory installed co-located transmitters and accessories: 1. Panasonic WLAN/BT, Model WL14A with FCC ID: ACJ9TGWL15A (Intel, Model 8260NGW with FCC ID: PD98260NG) 2. Panasonic WWAN with GPS, Model WW13B with FCC ID: ACJ9TGWW13B (Sierra WWAN with GPS, Model EM7355 with FCC ID: N7NEM7355) 3. Panasonic HF-RFID, Model PR533 with FCC ID: ACJ9TGRI14C <ul style="list-style-type: none"> • Panasonic AC Adaptor Model CF-AA5713 • Panasonic Li-Ion Rechargeable Battery Pack Models CF-VZSU0GW or CF-VZSU0PW and CF-VZSU0KW as a second Battery pack • Port Replicator Model CF-VEB541U • DVD Multi Drive
This DoC is supported by:	UL EMI Test Report 11132278H Issued February 2, 2016 for Class B Computer Device. RF Exposures have been evaluated under separate test report.
SAR Considerations	SAR evaluation conducted under separate test report. User must maintain 20cm spacing between external antenna(s) and all person's body during operation except for extremities of hands, wrist and feet.
External Antennas	Use WLAN Radial/Larsen whip type antenna with max 5dBi gain. Use WWAN base whip type antenna: Max 4dBi antenna 800MHz and/or 850MHz, Max 3dBi at 1700 MHz and 1900 MHz bands Max 9dBi at 700 MHz band.
Special Conditions	<ul style="list-style-type: none"> • Must be provided with label with FCC logo and installed TX FCC ID's. • Must be provided with User Manual with responsible party information and FCC required user information including RF exposure warning. • Must be provided with AC Adaptor and DC cable with ferrite core.
Responsible Sales Company	Panasonic System Communications Company of North America Two Riverfront Plaza, Newark NJ 07102
Responsible DoC Party	Panasonic Corporation of North America Product Safety & Compliance Division Two Riverfront Plaza, Newark NJ 07102 Key Contact Person: Ben Botros, Project Manager Email: Ben.Botros@us.panasonic.com

This DoC is granted on the basis of the manufacturer's attested compliance with the above described conditions and in accordance with R&O in ET Docket No. 95-19.

Importation of the above declared product can be made on behalf of Panasonic affiliated sales companies by PNA's Logistics Import Customs, or their authored brokers, by filing (1) FCC Form 740 while declaring Line 1 with reference to above described FCC ID's; and (2) Form FDA 2877 while declaring Box B1 and make reference to PNA's 2016 Annual Laser Product Report Accession Number 1630767-000.

Battery Power Management

Unlike our competitors, as one of the few remaining core OEM PC manufacturers Panasonic still develops and manufactures many key components in Toughbook laptop and Toughpad tablet products. Panasonic checks all internal Intel circuit resistors and capacitors and changes them to optimum values to achieve longer battery life while our competitors merely copy Intel reference circuit diagrams.

The Toughbook 31 laptop and Toughbook 54 laptop both offer optional 2nd battery allowing hot-swap battery replacement without the need to shut down or hibernate. The Toughbook 31 laptop offers amazing battery life—18 hours, or 27 hours with optional media bay 2nd battery and the Toughbook 54 offers 10 hours of battery life – or up to 20 hours with an optional hot swappable second battery.

Panasonic Direct Bonding Screen Technology

Both the Toughbook 31 laptop and the Toughbook 54 laptop feature display screens with Panasonic's direct bonding and IPS technology that achieves a lower level of reflection rate and provides a brighter screen NIT rating for user interface in direct sunlight conditions. And both the Toughbook 31 laptop and Toughbook 54 laptop feature anti-glare (AG) surface treatment is done directly on the LCD screen while Anti-Reflective coating is done on the screen protective film. The Anti-Reflective (AR) polarizer is a clear protective film that is applied to the panel which reduces the amount of reflection created by external bright light. In a typical LCD display there are three layers which light passes through and these are the cover lens, an air gap and the LCD panel. Panasonic's protective film protects the display against scratches, abrasion and chemical resistant to protect the LCD screen:

- Eliminates fingerprints on the screen.
- Reduces glare from overhead lighting and provides a pleasing touch surface.
- Installs easily in seconds.
- Low-tack adhesive removes easily without leaving residue. Does not require solution, liquid, or "wet application."

Additional Scored Response Worksheet Attachment H

All items labeled "Additional Scored Responses" is information that is requested (not required) by the State. Suppliers responding to one or more of the following Categories should provide a thorough narrative description in the space provided in this spreadsheet.

- Category A - Desktops, Laptops, Tablets
- Category B - Ruggedized Computing Devices
- Category C - Thin Client
- Category D - Virtual Reality
- Category E - PC Peripherals and Accessories

DO NOT ATTACH DOCUMENTS.

The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award.

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

TECHNOLOGY/PRODUCTS

AS1.	Describe how products and services are benchmarked against the rest of the industry. Describe what distinguishes your products and services from the rest of the industry.
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RESPONSE

It is not surprising that government officials and procurement administrators have a difficult time interpreting vendor marketing claims regarding product reliability and failure rate. Reliability is defined as the probability that an individual unit of the product, operating under specified conditions, will work correctly for a specified length of time.

Panasonic uses our actual service history data as a benchmark when comparing to the rest of the industry data published by various resources including 3rd party surveys, PC Magazine and Consumer Reports. Panasonic's overall annual service history failure rate was reported at 2%, which provides a clear TCO/ROI advantage when compared to the 24-month break rates of our competitors reported to Consumer Reports. Even more compelling is that many products failure rates will only increase at a higher rate when they are deployed outside of a business office or classroom environment. In situations that would damage other lesser-quality computers, rugged Toughbook computers keep performing. As a result, users eliminate costly repairs or replacements, and avoid wasting time to recover lost work. The bottom-line results are compelling: lower total cost of ownership (TCO) and greater return on investment (ROI) over the computer's useful life. We can't overstate the importance of this result: Every time a device breaks, an emergency first responder becomes less productive.

In parallel with durability, another distinguishing quality of Panasonic's Toughbook laptops is sanitization and cleaning compatibility with germicidal wipes and alcohol prep pads for workforce safety. When working in various industries such as public safety, healthcare and government organizations, it is critical that the workforce keep their equipment clean and sanitized to reduce or eliminate the spread of bacteria and germs. The same rule also applies to a computer or tablet, as these devices are also in routine contact with users' hands and can potentially become contaminated.

Risk of infection is an ongoing concern for workforce safety infection protocols. Panasonic Toughbook laptops and Toughpad tablets have improved design to reduce the risk of cross contamination with the full magnesium alloy case, factory-tested with many commonly used sanitizing wipes including Germicidal Wipes and Alcohol Prep Swabs. Panasonic has tested a number of common disinfectant solutions for usability on Panasonic Toughbook® laptops and Toughpad® tablets, going above and beyond typical testing procedures to simulate worst-case scenarios. Panasonic is committed to providing the most durable, reliable mobile computing solutions and the most comprehensive product support. Our goal is to ensure that any disinfectant solutions we have approved on our devices will not compromise the performance of Panasonic Toughbook laptops and Toughpad tablets.

ftp://ftp.panasonic.com/computer/brochure/toughbook_toughpad_cleaning_sanitizing_brochure.pdf

We also take great pride in our capabilities to manage and support complex, large-agency mobile computing refresh projects that synchronize everything - from pre-project demand planning, to manufacturing, ongoing supply chain management, to post-sales IT consulting, project management, installation, systems integration, deployment maintenance and onsite support for large enterprise organization or statewide deployments. With Panasonic's wide range of manufacturing capabilities and engineering resources, we bring our vast experience of research, development and next generation solutions portfolio to leverage for the State of Georgia. Our goal remains to deliver unrivaled reliability and durability with our products that will help meet the internal missions of the State's departments and agencies.

MARKETING

AS2.	Supplier is encouraged to participate in various technology seminars/fairs held throughout the State. In addition, the Supplier may be asked to demonstrate products at their location in the State of Georgia. Please discuss your ability to comply.
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RESPONSE

Panasonic acknowledges this requirement. Panasonic is always pleased to offer product demonstrations and is always willing to support the customer on this in any way we can. Our Mobility Sales team is always ready and willing to demonstrate or products upon request at a customer's specific location.

AS3.	Suppliers are encouraged to provide promotions and discounts. The supplier will be responsible to market these offers. Describe what kind of promotions will be available and how marketing will be conducted.
------	--

RESPONSE

Panasonic acknowledges this requirement. Panasonic is pleased to offer sales promotions, customized or unique offerings to the State of Georgia through this potential contract. On occasion, Panasonic does offer promotion programs for some of our product offerings. To help our end-user customers identify current active promotions, Panasonic will work with our designated authorized resellers to market and notify our customers of any active promotional activities.

An example would be Panasonic's Public Safety Service Package Promotion - by purchasing a Toughbook 31 laptop or Toughbook 54 with the Public Sector Service Package, the State of Georgia can

get hardware and bundled services such as deployment and configuration support tailored to fit the unique requirements of each government agency.

See details at ftp://ftp.panasonic.com/computer/flyer/publicsector_service_package_flyer.pdf

Additional Scored Response Worksheet Attachment I

All items labeled "Additional Scored Responses" is information that is requested (not required) by the State. Suppliers responding to one or more of the following Categories should provide a thorough narrative description in the space provided in this spreadsheet.

- Category A - Desktops, Laptops, Tablets
- Category B - Ruggedized Computing Devices
- Category C - Thin Client

DO NOT ATTACH DOCUMENTS.

The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award.

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

SUB-CATEGORY

TECHNOLOGY

AS1.	Describe your recommended refresh strategy for your product line and how that refresh strategy contributes to adding value and lowering Total Cost of Ownership. Do not include cost in this section.
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RESPONSE

Panasonic's rugged mobile computing strategy continues year-on-year to strive to improve its form, functionality as part of our OEM manufacturing refresh strategy.

Panasonic spends approximately \$5 billion annually on research and development. The investment is integral in designing and building more than 14,000 different products worldwide. Through this extensive research and development, Panasonic continues to improve current products and develop the next generation, cutting-edge technology that enables customers to succeed in some of the world's most demanding environments.

The government organizations who buy and use Panasonic Toughbook computers heavily influence product development decisions. To better understand user needs, Panasonic's R&D and product development personnel have organized customer advisory councils and participate in industry-specific focus groups and trade associations. In the past, Toughbook Tech Forums have offered an opportunity for our customers and channel partners to participate in thought leadership around the benefits of rugged computing, explore the latest Toughbook product roadmap information and gain insight into where the latest industry technology trends are heading. Panasonic continually strives to bring together key industry leaders and Toughbook factory representatives to meet with end-user customers and integrator partners for valuable information sharing sessions. Through these contacts and daily dialog with customers, Panasonic has a keen understanding of the needs of mobile professionals in all major industries and applications.

Historically, Panasonic integrates enhancements to its mobility products within a 12 to 18-month cycle; meaning the product will receive feature upgrades and OS updates during that period and to add value and lower TCO costs, Panasonic's device support program is designed to reduce the number of required device updates and/or software releases to once a year to optimize and streamline configuration management for government IT resources.

AS2.	Factory Integration is an arrangement that an equipment Supplier makes with a customer in which programs and files are pre-installed and the equipment is configured and tested at the factory prior to delivery. Supplier should describe the ability to provide this arrangement and how it minimizes the Total Cost of Ownership for the State. Do not include cost in this section.
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RESPONSE

Going beyond the hardware sale to deliver innovative, safe and reliable mobile computing solutions is just another way Panasonic can provide the State of Georgia with a full range of managed services. Understanding that no two government agencies or departments are the same, Panasonic offers comprehensive Professional Services that include IT Consulting, Project Management, Deployment Services, Enhanced Warranties, Installation and Training Programs to meet the unique requirements and goals for each project.

With regards to factory integration, Panasonic's optional Disk Image Management Service provides the State with an easy way to centralize image management by maintaining an agency or department's disk image at our National Service Center. This service ensures that in-warranty Toughbook laptop, Toughpad tablet or handheld repairs that require re-imaging of the hard drive are done at the same time. Additionally, it simplifies the process for the State's agencies or department IT administrators and minimizes the resources needed when hard drive replacements are required. As new applications become available, the State will want to update specific agency or department master image. Panasonic will receive the State's updated images, install them on our servers, and re-image as necessary on future repairs. State agencies or departments will be able to send image updates to our National Service Center quarterly. Panasonic will maintain multiple images for State agencies or departments based on the needs of their workforce. This means that your users' hard drive images can be specific to job duties, hardware or locations. Panasonic is able to support multiple images because each one of your organization's images is coded and managed separately. Optional Panasonic premier deployment services include:

- **48-Hour Testing & Burn In** - This rigorous system stress test of all components makes certain that devices are completely functional and deployed with fully charged batteries.
- **Asset Tagging & Management**—Asset tags are applied and recorded in a deployment report for entry into your asset management system.
- **Factory & Field Engineering Updates**—Panasonic ensures that the latest factory updates are installed prior to deployment.
- **Disk Imaging & Management**—An agency's images can be cataloged and kept up to date as they make changes. As units come in for repair, we apply the latest images.
- **Warranty/Entitlement Reset**—Start date is reset to deployment date for accurate coverage.
- **Deployment Report**—The report is sent the day after deployment with all the necessary asset information.
- **Shipping**—Ground shipping from our service center to one or more locations is included.

- **Post-Repair Reimaging**—Any repair includes reimaging for the full term of Premier coverage.
- **Panasonic Service Portal**—All client information is securely uploaded for easy online access to items such as online RMAs, entitlement dates and service reporting.

Panasonic also offers optional customize BIOS Services can be customized to work as desired allowing companies to display specific State agency or department ownership details (logos) when booting the PC or restricting access to certain functions. Panasonic BIOS options include:

- **Splash Screen - Boot screen or welcome screen.**
- **Special Requirements – A custom BIOS can provide boot protection allowing only certain settings to be modifiable including administrator passwords and disabling or enabling audio and wireless capabilities. Some other special requirements that have been customized are disabling media components such as card readers, secure digital flash, finger-print readers, blue tooth etc. Other options include controlling capabilities to permit remote administration functions and boot options.**
- **Concealed Mode Features –Concealed mode allows for certain features to be disabled quickly by clicking a certain button combination while the computer is running. Features that can be quickly disabled or enabled include the screen, keyboard, volume, wireless radio, (including Bluetooth, Wi-Fi, and mobile broadband) and sound.**
- **CPU Configuration - CPU configurations can include enabling or disabling multi-core processing, hyper-threading technology, Intel virtualization technology, CPU power modes (high or low performance), and Intel Turbo Boost technology.**

AS3.	Supplier should thoroughly describe its ability to provide value added Services including but not limited to installation, training, self-maintainer programs, asset management, imaging, and/or related optional Services.
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RESPONSE

Panasonic ProServices benefit everyone in your organization who is impacted by mobile computers: your IT department, finance staff, and mobile workers.

- **Free up IT resources and speed deployment. IT staff can focus on more strategic work by having Panasonic handle computer deployment and repairs. Plus, devices get into workers' hands sooner.**
- **Reduce ownership costs. Our low product-failure rate augmented by Panasonic ProServices means that a typical three-year refresh cycle can be stretched to four or five years with low, predictable service costs.**
- **Keep mobile workers productive. Boost mobile worker productivity by having systems configured and deployed by Panasonic. And if the need ever arises, we offer prompt repairs.**

Panasonic is pleased to offer a customized or unique offering based on a customer's specific needs for project-based installation/de-installation service requirements.

Panasonic's Asset Management eliminates the need for your organization to invest time and money setting up an internal system. Our service is designed so that your organization's administrators can track and report on all of your Toughbook computer assets. The State's Toughbook mobile computers

are entered into the Asset Management system by Panasonic when we manage your deployment. Or, individual organizations can supply the data to us when your deployment is managed internally. The system data is entered by user name, asset number, model number, serial number, warranty date and configuration. Once the data has been entered into the system, the organization's administrators can generate reports and sort by unit type, unit class, department, cost center, asset number, etc. This provides IT administrators with a flexible way to view all their organization's asset data. The system also includes all the service reports generated from the data entered by the Panasonic National Service Center.

Panasonic will coordinate closely with our Authorized Reseller partners to support end-user training requirements and provide assistance with training as may be required or requested from each State agency or department. Training resources that are currently available to our customers and our Authorized Resellers are extensive and include:

- Online catalog sites through Panasonic and our Authorized Resellers along with online product spec information.
- Product operating instruction guides for Toughbook laptops, Toughpad tablets or handheld devices.
- Product electronic reference guides for Toughbook laptops, Toughpad tablets or handheld devices.
- OEM Manufacturer support to Authorized Resellers for both Pre-Sales and Post-Sales account management support.
- Free Demonstration and evaluation unit programs.
- On-line configuration support (available through Panasonic, Authorized Resellers, as well as the sites operated by our resellers to support.

Panasonic's optional Ultimate Care Warranty can be customized to meet project-based onsite spare parts and for State agencies or department's technical support team for light repair/parts replacement including:

- Emissive Keyboard
- Hard Drive (HDD) or (SSD)
- Embedded WWAN modem
- Memory
- Port Covers: Multiple Parts
- AC Adapter
- Power Cord
- Battery
- Self-Service Portal

Hot Swap Program

The Hot Swap program requires customer-owned Toughbook laptops, Toughpad tablets or handheld devices to be stored at the Panasonic National Service Center. All Toughbook computers stored will be configured to your organization's requirements and maintained with your current gold-disk image. To ensure that your Hot Swap units are maintained with your current image, your organization may send an updated image to the Panasonic National Service Center as new applications are deployed to your users, or up to once per quarter. When you

call the Panasonic Technical Support hotline, a representative will either resolve the problem over the phone or ship a Hot Swap for next-business-day delivery.

Hot Spare Program

An enhancement to the Hot Swap program is the Hot Spare program. It works exactly the same as Hot Swap, but after the computer is repaired, it is returned to the end user. When the Hot Spare program is activated, the Panasonic National Service Center receives the damaged unit, issues a spare unit while the repairs are being made, and returns the original unit to the owner following service completion. At the end of the process, the spare unit is returned to the service center and prepared for the next use.

AS4.	The State of Georgia has established policies and procedures to follow regarding equipment surplus and disposal. If approved, a State entity may also participate in a supplier takeback/recycling process. Please describe your takeback/recycling process (start to finish) from the perspective of the end user. Include where the products are disposed of and the type of certification the end user can expect to receive indicating the products were disposed of properly.
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RESPONSE

And Panasonic Reseller Partners may also offer decommissioning services to further onsite end of lifecycle services as required by State agencies or departments. The following 3 options are available to Toughbook and Toughpad clients for computer disposal.

Option 1 - Hardware Recycle (only) "Free": Panasonic offers responsible hardware disposal at two different locations in the US. Responsible disposal refers to disposing of the hardware in an environmentally safe and legal manner. To take advantage of this service clients must contact the center of choice to alert them the timing, type of equipment and quantities of units to be disposed. After confirmation with the center clients can send the equipment to the Panasonic National Service Center

Option 2 - Hardware Disposal and Data Delete: Panasonic offers a hardware disposal service that also includes hard drive erase and destruction along with a certificate of destruction. The units must be shipped at the client's expense to the Panasonic when a specific service SKU is ordered from a Panasonic Reseller.

Option 3 - Repurposing Old Units: Panasonic offers a service to assess Toughbook and Toughpad computers for any residual value. This service can include recycling/disposing of units with no residual value and confirmation of residual value for units that can be redeployed.

AS5.	The State is seeking security for management and recovery of lost or stolen devices. Please describe your solution that is BIOS-Embedded which provides location and status of equipment from a single interface. The function of this solution will enable computer management, data protection and theft recovery from a single interface.
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RESPONSE

Mobile computers operating in rugged environments bring their own set of access and security risks - unreliable wireless connectivity, device loss and theft, and unauthorized access to confidential data.

Panasonic's Mobility Application Services address these challenges with third-party software solutions. The National Service Center can deploy mobile device management applications on your computers before they're delivered, or you can deploy them later in the field.

- **Data and device protection.** With this software, you have greater control of your Toughbook laptops and Toughpad tablets, even if they are off the network or in the hands of an unauthorized user. It provides a persistent connection to all of your computers and the data they contain. If a device is lost or stolen, you can lock it, or remotely remove partial or all data. Plus, the State can demonstrate compliance with software licensing and prove to regulatory bodies that data on the device has remained encrypted and uncompromised. And with built-in persistence, you will still have control of the device even if the hard drive or operating system is replaced.
- **Dual-factor authentication.** This software lets you implement two levels of log-on authentication to strengthen defense against unauthorized access.
- **Mobile VPN.** This solution works with Toughbook and Toughpad computer hardware to provide high-strength, secure wireless connectivity persistence so connections aren't lost at critical moments.
- **Mobile device management.** Your IT staff uses this application to remotely monitor, manage, and update mobile systems that never physically come in for IT attention. Remotely apply security updates and software upgrades, remove unauthorized software, and keep devices well protected.
- **Motion screen lock.** This software locks device screens when vehicles are in motion to improve driver safety and ensure compliance with Federal Highway Administration regulations.

Our mobility application services include:

DATA AND DEVICE PROTECTION BY ABSOLUTE

Take control of the data on all of your Toughbook® computers and tablets, even when they are off the network or in the hands of an unauthorized user. If a device is lost or stolen, this software allows you to lock it, or remotely remove some or all data. It also provides proof of compliance with software licensing and a verifiable trail to show regulatory bodies that data on the device has remained encrypted and uncompromised.

QUIKID™ CONTINUOUS MULTI-FACTOR AUTHENTICATION BY FUSIONPIPE

Defend against unauthorized access with multi-factor authentication and proximity-based automatic lock/unlock of Toughbook & Toughpad mobility solutions for increased data security and improved end user productivity.

MOBILE VPN BY NETMOTION

Stay connected when it matters most. This solution provides high-strength, secure wireless connectivity persistence and some of the most advanced wireless troubleshooting tools available.

MOBILE DEVICE MANAGEMENT BY AIRWATCH AND SOTI

Empower your IT staff to remotely monitor, manage and update mobile systems. Your team can also install security and software updates, and remove unauthorized software – all without having to physically touch a device.

MOTION SCREEN LOCK BY VULOCK FROM MOBILE MOUNTING SOLUTIONS

This life-saving software locks device screens when vehicles are in motion to improve driver safety and ensure compliance with Federal Highway Administration regulations.

DIGITAL FORENSICS BY CELLEBRITE

Toughbook-compatible UFED 4PC is a cost-effective, flexible and convenient application suite for any investigative or intelligence personnel requiring a mobile forensic tool kit on their existing PC or laptop. UFED 4PC extends its trusted UFED software technology to provide users with advanced data extraction capabilities. It comes with a suite of UFED applications, peripherals and accessories for successful investigations. UFED 4PC can run alongside other third-party software.

AS6.	The State is working to implement a Standard Configuration Savings Program. A Standard Configuration will be offered to the State for a stated period of time or interval at a special discount. Suppliers who participate in the Standard Configuration Savings Program will commit to maintain and upgrade (keep pace with the advance of technology) the product. Suppliers should describe their ability to participate in the program. Provide a marketing plan of the program, including displaying on websites to market aggressively to Authorized Users.
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RESPONSE

Panasonic is glad to support the State of Georgia efforts to implement a standard configuration plan with respect to ruggedized mobile computing devices. Subject to a final contract award, the Panasonic Mobility Sales team will work with Panasonic Factory representatives to review and approve participating in this program. Once participation is approved, Panasonic will certainly actively promote and market aggressively to the State of Georgia's authorized contract user group.

STANDARD WARRANTY/MAINTENANCE

AS7.	Describe the remote diagnostics you have in place, if any, to troubleshoot hardware.
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RESPONSE

Remote diagnostics are provided 24x7 to our customers via the Panasonic Technical Support Hotline. Panasonic's Global Download Center provides 24x7 remote availability of software drivers and BIOS updates for at <https://pcdl.panasonic.co.jp/itn/default.html> :

- Product Registration
- Drivers, BIOS, EC and More
- Software Development Kits
- Wireless Carrier Software
- Toughpad Applications
- Product Manuals
- Recovery DVDs
- FAQ's

Category B - Ruggedized Computing

SUPPLIER NAME: PANASONIC SYSTEMS SOLUTIONS COMPANY OF NORTH AMERICA

SUBCATEGORY: RUGGEDIZED DEVICES

SUPPLIER PROPOSED		PRODUCT DETAIL		DEMAND		PRICING								
LINE ITEM NUMBER	SPECIFICATION	PRODUCT DESCRIPTION	ANNUAL QTY	UNIT OF MEASURE	EXACT MATCH OR LINE ITEM?	BRAND NAME	MODEL/PART NUMBER	PRODUCT DESCRIPTION	UNIT OF MEASURE	PUBLISHED LIST PRICE	DISCOUNTED UNIT PRICE	STANDARD DISCOUNT % OFF PUBLISHED LIST PRICE:	EDUCATION DISCOUNT % OFF PUBLISHED LIST PRICE:	EXTENDED ANNUAL PRICE
1	PANASONIC 210-ADK	TOUGHBOOK CF-31 LATTITUDE 14 RUGGED	52	EA	Exact Match (Like Item)	PANASONIC	CF-311100VM	TOUGHBOOK CF-31	EA	\$6,019.00	\$5,736.53	13.0%	13.0%	2,764,887.44
2	PANASONIC 210-ADK	TOUGHBOOK CF-34 (B-6300) 256GB (8GB WW7)	8	EA	Exact Match (Like Item)	PANASONIC	CF-5427200VM	TOUGHBOOK CF-34 (B-6300) 256GB (8GB WW7)	EA	\$1,999.00	\$1,904.13			597,306.57
3	PANASONIC 210-ADK	LATTITUDE 14 RUGGED	4	EA	Like Item	PANASONIC	CF-5427200VM	TOUGHBOOK 54	EA	\$1,999.00	\$1,904.13			293,805.27
4														
											SUBTOTAL			\$3,559,465.80
											SUPPLIER TOTAL PROPOSED CATEGORY PRICE:	\$		3,559,465.80

SUBCATEGORY: PRODUCTS & SERVICES < Not Otherwise Classified >

SUPPLIER PROPOSED	
Description	DISCOUNT PERCENTAGE OFF PUBLISHED LIST PRICE
PERIPHERALS	STANDARD 11.0%
ACCESSORIES	EDUCATION 11.0%
SERVICES	EDUCATION 0.0%



**CONTRACT AMENDMENT # 5
RENEWAL # 4
REMAINING RENEWALS # 1**

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.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	PANASONIC CONNECT NORTH AMERICA, DIVISION OF PANASONIC CORPORATION OF NORTH AMERICA
Contract No.:	99999-SPD-SPD0000161-0009
Solicitation No./Event ID:	99999-SPD0000161
Solicitation Title/Event Name:	End-User Computing
Contract Award Date:	06/03/2019
Current Contract Term:	06/03/2023 – 06/02/2024

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:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows: The parties hereto now desire to amend the contract to renew for an additional term of twelve months

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/03/2024
End Date of New Contract Term:	06/02/2025

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-SPD0000161-0009

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **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

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Panasonic Connect North America, Division of Panasonic Corporation of North America
Authorized Signature:	<u><i>Richard Elliott</i></u> Richard Elliott (Apr 23, 2024 09:24 EDT)
Printed Name and Title of Person Signing:	Richard Elliott President
Date:	Apr 23, 2024
Company Address:	Two Riverfront Plaza Newark, New Jersey 07102

STATE ENTITY

Authorized Signature:	<u><i>Jim Barnaby</i></u>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	5/20/2024
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010



State of Georgia Contract



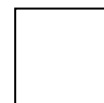
State of Georgia End-User Computing Contract 99999-SPD-SPD0000161-0009

Contract Number: 99999-SPD-SPD0000161-0009

Contract Name: End User Computing

Contract Expiration: June 2, 2024

Contract Owner:



Panasonic

Panasonic

Panasonic

Contracts Manager

Panasonic

contracts@us.panasonic.com

Contact Sales:

ARC Acquisition (US), Inc.

Johanna Daily – Sr. Financial Analyst

Email: johanna.daily@arc-pts.com

Panasonic

ARC

CDW-G

Mike Bova – Contract Administrator – State and Local Government

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Rodney Spell – President

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Phone: (954) 281-5050



Mooring Tech, LLC

Michael Cayes - General Manager

Panasonic



ProLogic ITS, LLC

Chris Crapps – Managing Partner

Email: Chris.Crapps@ProLogicITS.com

Phone: (678) 458-8525



Technology Integration Group

Jerrie Dodd – Public Sector Contract Manager

Email: jerrie.dodd@tig.com

Phone: (858) 566-1900 x2314



Ordering Instructions

The contract number must be referenced on all Quotes and Purchase Orders. Reseller will provide the quote to the customer. Purchase orders are made out to Panasonic referencing the reseller noted in the Contract Sales section. Payments for Purchase Orders are to be made directly to the reseller partner. Delivery is within 30 days after a Purchase Order is received unless otherwise stated in the Purchase Order acknowledgement. All products shall be shipped FOB Destination.

END-USER COMPUTING: PERCENTAGE DISCOUNT OFF LIST PRICE

EFFECTIVE 6/17/2019

PANASONIC		
Products	Standard Discount% Off List Price	Education Discount% Off List Price
Category B		
<i>Ruggedized Computing</i>	13%	13%
<i>Peripherals</i>	11%	11%
<i>Accessories</i>	11%	11%
<i>Services</i>	2%	2%