



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

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
<b>State Entity's Name:</b>	Department of Administrative Services ("DOAS")
<b>Supplier's Full Legal Name:</b>	Smyrna Police Distributors, Inc.
<b>Contract Number:</b>	0000012362
<b>Contract Description:</b>	Guns, Ammunition, and Accessories
<b>Contract Award Date:</b>	01/08/2024
<b>Current Contract Term:</b>	01/08/2024 – 01/07/2026

**WHEREAS**, the Contract is in effect through the Current Contract Term as defined above, and the parties hereto now desire to amend the contract to renew for an additional twelve (12) months,

**WHEREAS**, the current Administrative Fee for Guns, Ammunition, and Accessories is currently 1.5 percent (%),

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

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

NEW CONTRACT TERM	
<b>Beginning Date of New Contract Term:</b>	01/08/2026
<b>End Date of New Contract Term:</b>	01/07/2027

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term".

**CONTRACT NUMBER:** 99999-001-SPD0000209-0012

2. **NEW ADMINISTRATIVE FEE.** This Statewide Contract is hereby amended to decrease the administrative fee by 0.25% from 1.50% to 1.25%. The supplier agrees to apply a 0.25% decrease to the line item prices for all products and accessories and a 0.25% increase to the MSRP discount for all products and accessories priced as a percentage off MSRP under this contract.
3. **EFFECTIVE DATE.** This administrative fee reduction will take effect on April 1, 2026.
4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. **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 of 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. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services during the term of this renewal, the new contract shall supersede this renewal.

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

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Smyrna Police Distributors, Inc.
<b>Authorized Signature:</b>	<i>Cecilia Y. Wallace, President</i>
<b>Printed Name and Title of Person Signing:</b>	Cecilia Y. Wallace, President
<b>Date:</b>	9/22/2025
<b>Company Address:</b>	630 Windy Hill Road, Smyrna, GA 30080

**STATE ENTITY**

<b>Authorized Signature:</b>	<i>Carrie Steele</i>
<b>Printed Name and Title of Person Signing:</b>	Carrie Steele Deputy Commission – State Purchasing
<b>Date:</b>	12/24/2025
<b>Company Address:</b>	200 Piedmont Avenue, S.E. Suite 1804, West Tower Atlanta, Georgia 30334-9010

## State of Georgia Statewide Standard Contract Form

Solicitation Title <b>Guns, Ammunition, and Accessories</b>	Solicitation Number <b>99999-SPD0000209</b>	Contract Number <b>99999-001-SPD0000209-0012</b>
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1. This Contract is entered into between the Agency and the Contractor named below:

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

Contractor's Name  
**Smyrna Police Distributors** (hereafter called Contractor)

2. Contract to Begin: <b>10-1-23</b>	Date of Completion: <b>9-30-25</b>	Renewals: <b>Five (5) - one year renewals</b>
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3. Performance Bond, if any: <b>n/a</b>	Other Bonds, if any: <b>n/a</b>
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4. Authorized Person to Receive Contract Notices for Agency: <b>Donnie Treadway</b>	Authorized Person to Receive Contract Notices for Contractor: <b>Nick Wallace</b>
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5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

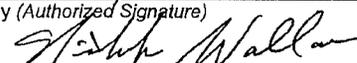
Attachment 1: <b>Statewide Contract for Goods and Ancillary Services</b>
Attachment 2: <b>Solicitation (referenced above)</b>
Attachment 3: <b>Contractor's Final Response</b>

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

6. **Contractor**

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

**Smyrna Police Distributors**

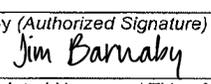
By (Authorized Signature) 	Date Signed <b>7/17/2023</b>
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Printed Name and Title of Person Signing  
**Nick Wallace General Manager**

Address  
**2295 South Cobb Drive Smyrna, GA 30080**

7. **Agency**

Agency Name  
**Department of Administrative Services**

By (Authorized Signature) 	Date Signed <b>8/14/2023</b>
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Printed Name and Title of Person Signing  
**Jim Barnaby Deputy Commissioner**

Address  
**200 Piedmont Avenue, SE, West Tower, Suite 1800, Atlanta, GA 30334**

**STATE OF GEORGIA  
STATEWIDE CONTRACT  
Attachment 1**

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

**A. DEFINITIONS AND GENERAL INFORMATION**

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

(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 or required to make purchases from this Statewide Contract.

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

## B. DURATION OF CONTRACT

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

## C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.
2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will

remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

#### D. COMPENSATION

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

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

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

## E. TERMINATION

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

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

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

## F. CONFIDENTIAL INFORMATION

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

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

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

## Program Requirements Document

### Solicitation Intent

The purpose and intent of this eRFQ is to establish a statewide source of supply for Guns, Ammunition, and Accessories and to identify qualified suppliers with the depth, breadth, and quality of resources necessary to meet all the standards of the State. The suppliers must be able to deliver a wide variety of these products to a broad and dispersed demographic of state and local government users.

DOAS expects to award one or multiple supplier(s) within each sub-category to provide products to a broad demographic of state and local government users that (1) are within a competitive range and/or (2) are established in a manner that provides the best value and maximizes the products available for purchase (3) provide adequate sources of supply throughout the State of Georgia. The supplier is required to submit prices for all line items within the sub-categories they intend to offer for consideration and potential award.

### Relevant History

Through spend analysis encompassing fiscal years 2019-2022 (July 1, 2019 – June 30, 2022), Authorized Users of the current statewide contract spend, on average, approximately \$13.1M annually on the products outlined in this eRFQ (See Attachment A - Section 1.2 for further spend data details). These commodities have been divided into two (2) mandatory categories, with seventeen (17) sub-categories in total. There is also one (1) optional additional products category with three (3) sub-categories, containing specified manufacturers/brands as shown below:

<b>Mandatory Category 1 - GUNS</b>	<b>Mandatory Category 2 - AMMUNITION</b>
<b>Subcategories</b>	<b>Subcategories</b>
Colt	CCI
Daniel Defense	Federal
Glock	Force on Force
Mossberg	Hornady
Remington Arms	Magtec
Sig Sauer	PMC
Smith & Wesson	Remington
Springfield Armory	Speer
	Winchester

<b>Optional Category 3 – ADDITIONAL PRODUCTS</b>		
<b>Subcategories</b>		
<b>Guns</b>	<b>Ammunition</b>	<b>Accessories</b>
Beretta	Aguila	Beretta
Colt	CCI	Black Hawk
Daniel Defense	Federal	Blueforce Gear
Glock	Force on Force	Brownells
Lewis Machine & Tool	Hornady	CCI
LWRC	Magtec	Daniel Defense

Guns, Ammunition, and Accessories  
Attachment B – Program Requirements Document (PRD)

Mossberg	Megavolt	EO Tech
Remington Arms	Nosler	Magpul
Ruger	PMC	Ruger
Sig Sauer	Remington	Safariland
Smith & Wesson	Sellier & Belliot	Sig Sauer
Springfield Armory	Speer	SilencerCo
	Winchester	Smith & Wesson
		Springfield Armory
		Trijicon

As the industry evolves and improves upon products in this commodity group, the State reserves the right to add new items that fall within specific sub-categories that embrace any changing or emerging technologies that are consistent with, and do not materially deviate from, the general scope set forth in this eRFQ.

The associated National Institute of Governmental Purchasing (NIGP) codes for this commodity group are 68004 – Ammunition, 68052 - Guns, Pistols, Rifles, and Shotguns, Including Parts, and Accessories, and 68053 – Guns, Machine, Including Other Military Style Weapons.

**Mandatory Requirements**

The requirements listed below are mandatory requirements applicable to ALL suppliers submitting a response which must be met in order for the supplier to be considered “responsive” and, therefore, eligible for contract award.

**1. General Requirements**

- **Debarred, Suspended, or placed on Notice**

Suppliers must disclose whether their company has ever been debarred, suspended, or placed on notice for default from any client. If so, the supplier must disclose the client, date, summary of the occurrence, and any results or mitigating circumstances in an attachment. Any occurrence of debarment, suspension, or default that a supplier has received will be reviewed and may render the supplier’s response non-responsible, and the response may not be considered for award. If the supplier has never been debarred, suspended, or placed on notice for default from any client, still select yes as an agreement to the requirement.

- **Marketing Plan**

Supplier agrees to submit, within 30 days upon contract award, a detailed marketing plan, which includes (but is not limited to) the following characteristics: (a) The marketing plan must detail the specific efforts being made to increase spending on the statewide contract (b) a list of resources and personnel employed to execute the plan (c) identification of resources needed from the State to assist in marketing efforts (d) attendance at events to market the statewide contract, e.g., Georgia Procurement Conference (highly recommended), NIGP Expo (recommended), etc.

- **State of Georgia Coverage**

Authorized Users to the resultant contract are located in different geographies, spanning rural and metropolitan areas within the State of Georgia. Any products included herein will be ordered and used from various locations throughout the entire state. The State desires Supplies that can effectively ensure they can, throughout the contract term,

always service the entire State of Georgia and its Authorized Users. The State encourages suppliers to leverage its capabilities by contracting with Subcontractors and Georgia Small Businesses to ensure adequate servicing across the State.

- **Standards and Regulations**

All products must comply with applicable industry standards for environmental impact, manufacturing, quality control, and quality assurance. Supplier must comply with all Federal, State, and Local laws specific to licensing, manufacturing, transportation, and sale of these types of products. This requirement includes but is not limited to the standards set forth by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) in Section 27 of the Code of Federal Regulations, Part 478, and the standards adopted by the Sporting Arms and Ammunition Manufacturers Institute (SAAMI).

- **Product Standards**

All products shall be new, of good design and workmanship, free from defects or failure, and perform as the supplier indicates. The products shall be fit and sufficient to function for the purposes for which they are intended.

- **Product Samples**

Samples of products delivered under any resulting contract from any/all of the sub-categories may be randomly tested for compliance with the specifications contained in Attachment D - Cost Workbook over the life of the contract. If it is determined that delivered products are not equal to or better than specified, DOAS, at its sole discretion, may terminate the contract.

- **Product Deviations**

Items procured under the specifications in the eRFQ shall not deviate from those originally contracted for without written approval from DOAS. Until revised or rescinded by DOAS, the specifications shall apply to each future purchase for the products described herein.

- **Manufacturer's Warranty**

The manufacturer's standard warranty shall apply to products supplied under the resulting contract. All products shall have standard warranty coverage that is identical to or exceed the most inclusive of those normally provided for the products specified herein that are sold to any Authorized User. Suppliers must make available upon request all Manufacturer warranties for products supplied under any resultant contract. Such warranty(s) shall prevail only to the extent that they do not otherwise conflict with other contract provisions.

## 2. Business Requirements

- **Business Designation**

Supplier must indicate how the organization is best described (manufacturer, distributor, reseller, dealer). If the supplier identifies as a distributor/reseller/dealer (or similar entity), provide the manufacturer's written authorization to act as a distributor/reseller/dealer for the distribution of products in this eRFQ. Please upload this information as a separate attachment titled "Authorization".

- **Clients**

Supplier must provide a list of their top three (3) clients, determined by a combination of volume and sales, for whom similar services have been provided within the last three (3) years. Please indicate the name, phone number, and email address of these clients and upload this information as a separate attachment titled "Clients".

- **Litigation**

Supplier must disclose any outstanding or completed business litigation, if any, within the last five (5) years involving the supplier which may have a material impact or effect on the products and services in this eRFQ or the delivery of them. Litigation that is found to have a material impact or effect on products and/or services in this eRFQ or their delivery may render the supplier's response non-responsible, and the response may not be considered for award. If applicable, please upload a written explanation with your response.

### **3. Shipping and Delivery Requirements**

- Pick-up and delivery may be made to locations inside correctional facilities (prisons or jails) or other institutional grounds. Supplier must obtain, where required, prior clearances for all delivery drivers, and submit to the search of vehicles and personnel.
- Supplier will ship items within seventy-five (75) days after receipt of order unless significant supply chain disruptions have occurred, or a longer delivery time is agreed to by the Authorized User. If the delivery cannot be completed as required, the supplier must notify the Authorized User within twenty-four (24) hours of order placement.
- Preservation, packaging, and packing for all products delivered hereunder shall be in accordance with commercial practice and all applicable regulations, and adequate to ensure acceptance by common carrier and safe arrival at destination.
- Supplier shall not refuse to ship or deliver any products to any Authorized User without providing immediate notice to the Authorized User and the Contract Manager.
- Supplier must have the capability to ship overnight (Fed Ex, Next Day, etc.) upon request. Freight charges may be billed to Authorized User but must not exceed the carrier's actual charges.
- Hazardous materials/special shipping and handling charges imposed by carriers are allowable. Such charges are to be listed as a separate line item on the invoice, identified as such and indicate the contents that require special shipping. The charges cannot exceed the price charged on the carrier's invoice.
- Supplier shall not impose a restocking fee for any item returned due to damage during shipment, incorrect item shipped, or supplier's order entry error.
- Supplier will not assess fuel surcharges or any other extra fees to cover the cost of fluctuating fuel prices without DOAS consent/approval to do so.

### **4. Invoicing**

- Supplier must include the purchase order number, delivery location, item description, firearm serial number (if applicable), ammunition lot number (if applicable), and name of the purchaser on the invoice.
- The State's standard payment terms are Net 30 Days.
- Supplier must acknowledge and respond to the Authorized User of all purchase order invoice discrepancies within seven (7) business days of notification.

### **5. Ordering**

- Supplier must be capable of conducting business in a variety of ways to accommodate Authorized Users' ordering mechanisms. These mechanisms include but are not limited to manual and electronic purchase orders, paper-based transactions, and fax orders.

### **6. Customer Service**

- The State desires suppliers that can provide a high level of customer service support, before and after the sale of goods/services as well as effective administrative and

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internal operations to efficiently service Authorized Users of the State. Supplier shall provide the following options:

Telephone Support -

- o Manned telephone support by English-Speaking personnel.
- o 8:00 A.M. to 5:00 P.M. EST Monday – Friday

Email Support -

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

**7. Recalls, Substitutions, Discontinued and Out-of-Stock Items**

- Supplier must notify the Authorized User and the State’s Contract Manager within seven (7) business days of any product recalls and the plan to correct the cause of such conditions.
- Supplier must notify Authorized Users 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 Authorized User is required before shipping a substitute/alternative item, and they reserve 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 interests.
- Supplier must notify the Contract Manager in writing, within five (5) days of being notified that an item has been discontinued by the manufacturer, and offer an alternative product if one is available.

**Mandatory Category 1 – Guns**

Defined as any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive. This category may include but is not limited to handguns, machine guns, revolvers, rifles, and semi-automatic weapons.

<b>Mandatory Category 1 - GUNS</b>
<b>Sub-categories</b>
Colt
Daniel Defense
Glock
Mossberg
Remington Arms
Sig Sauer
Smith & Wesson
Springfield Armory

There are eight (8) sub-categories associated with this category, and the supplier must submit a firm-fixed-price quote on ALL line items in at least one (1) sub-category in the Mandatory Category in order to be considered (See Attachment D – Cost Workbook, Tab 2). Suppliers are encouraged to provide quotes on one, several, or all of the eight (8) sub-categories as long as quotes are provided on all line items in each sub-category, and the supplier(s) can meet the delivery and other requirements. Please refer to Sections 5 (Cost/Price) and 6 (Evaluation and Award) of Attachment A for more details.

### **Category 1 - Requirements**

#### **Product Requirements**

- Firearms procured under this contract and delivered to Authorized Users shall be new and unused, complete, and suitable for the intended use, and shall not have been used for demonstration purposes. The firearms shall be satisfactory as reflected in quality assurance testing designed to ensure proper functionality.
- Firearms must have a serial number engraved and easily readable. The serial number must be 100% traceable per the requirements of the ATF and any other applicable law enforcement/regulatory agency.
- All products offered by suppliers in response to this eRFQ must be an “exact match” based on the gun product specifications provided. No substitutions or like item equivalents will be accepted.

#### **Training**

- Supplier must provide preliminary training and set-up as required for products offered on any resulting statewide contract. Additional training may be offered as agreed upon by Authorized User and supplier.

#### **Gun Trade-In/Buy-Back Program**

- DOAS desires the awarded supplier(s) to provide a gun buyback/trade-in program, and it is made available to all Authorized Users of any resulting SWC. All firearm(s) traded in or bought back will receive a trade-in/buy-back allowance equivalent to the firearm's assessed Fair Market Value (FMV). The FMV will be determined by the condition of the firearm(s). For any authorized user who wishes to trade in a firearm(s) whose finish diminishes over its lifespan, the Percentage System will be used to determine the firearm's condition. This manual explains the Percentage System and how each firearm's percentage of finish will be determined. This manual will also provide an appraised value of the trade-in firearm(s) to the percentage of finish determined.

For any Authorized User who wishes to trade in a firearm(s) and its finish does not diminish, this firearm's condition will be determined by the National Rifle Association (NRA) Condition Standards. When the firearm's condition is to be determined by the NRA Condition Standards, the Standard Catalog of Firearms (by Schwing) must be used. This manual explains the NRA Condition Standard and how each rating will be determined. This manual will also provide an appraised value of the trade-in firearm(s) to the rating determined. To properly assess each firearm's FMV for trade-in, the supplier will have available the latest editions of the Blue Book of Gun Values and the Standard Catalog of Fire Arms. To ensure FMV, the supplier(s) will honor the pricing provided by these manuals. For any firearm(s) proposed for trade-in not listed in the Blue Book of Gun Values or the Standard Catalog of Fire Arms, the trade-in price is subject to the mutually agreed-upon price between the supplier and customer. If a dispute arises between the Authorized User and supplier over the appraised value of a firearm(s) to be traded in based on the guidelines above, authorized users of the contract may dispose of the firearm(s) by any other method authorized by state law.

Every firearm(s) traded in will receive a trade-in allowance equivalent to its assessed FMV. This allowance shall be applied toward the purchase of new firearms or can be used for store credit to purchase any other items in the supplier's store.

## Mandatory Category 2 – Ammunition

Defined as projectiles, such as bullets and shot, together with their fuses and primers, that can be fired from guns or otherwise propelled. This category may include but is not limited to soft point, hollow point, armor piercing, and boat tail ammunition.

<b>Mandatory Category 2 - AMMUNITION</b>
<b>Sub-categories</b>
CCI
Federal
Force on Force
Hornady
Magtec
PMC
Remington
Speer
Winchester

There are nine (9) sub-categories associated with this category, and the supplier must submit a firm-fixed-price quote on ALL line items in at least one (1) sub-category in the Mandatory Category in order to be considered (See Attachment D – Cost Workbook, Tab 3). Suppliers are encouraged to provide quotes on one, several, or all of the nine (9) sub-categories as long as quotes are provided on all line items in each sub-category, and the supplier(s) can meet the delivery and other requirements. Please refer to Sections 5 (Cost/Price) and 6 (Evaluation and Award) of Attachment A for more details.

### **Category 2 - Requirements**

#### **Product Requirements**

- Ammunition delivered to Authorized Users shall not be reloaded or re-manufactured and shall be first run, new manufacture.
- All ammunition cartridges shall be clean and free of oil, grease, or other substances that will hinder the performance of either the projectile(s) or weapon.
- All products offered by suppliers in response to this eRFQ must be an “exact match” based on the ammunition product specifications provided. No substitutions or like item equivalents will be accepted.

#### **Brass Recycling Program**

- DOAS desires the awarded supplier(s) to provide a brass recycling program for once-fired brass casings, and it is made available to all Authorized Users of any resulting SWC. For every pound measured, the current market value per pound price will be offered by the supplier. The Authorized User and supplier will agree upon the value and terms of the recycling, and arrange for supplier pick-up, or Authorized User delivery of the brass casings.

## Optional Category 3 – Additional Products

The State seeks to make additional products (not specifically identified as a line item in the Mandatory Categories pricing tabs) available for sale to Authorized Users. In this category, this supplier has the option (not required) to propose a discount percentage off of their nationally published price list, inclusive of all costs by manufacturer/brand within each sub-category.

Guns, Ammunition, and Accessories  
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<b>Optional Category 3 – Additional Products</b>		
<b>Subcategories</b>		
<b>Guns</b>	<b>Ammunition</b>	<b>Accessories</b>
Beretta	Aguila	Beretta
Colt	CCI	Black Hawk
Daniel Defense	Federal	Blueforce Gear
Glock	Force on Force	Brownells
Lewis Machine & Tool	Hornady	CCI
LWRC	Magtec	Daniel Defense
Mossberg	Megavolt	EO Tech
Remington Arms	Nosler	Magpul
Ruger	PMC	Ruger
Sig Sauer	Remington	Safariland
Smith & Wesson	Sellier & Belliot	Sig Sauer
Springfield Armory	Speer	SilencerCo
	Winchester	Smith & Wesson
		Springfield Armory
		Trijicon

The supplier is **REQUIRED** to submit pricing for a minimum of one (1) sub-category within the Mandatory Categories to be eligible to submit responses for sub-categories contained in Optional Category 3 (See Attachment D – Cost Workbook, Tab 4). Suppliers that choose not to propose a discount percentage off their published price list for products in this optional category will not be authorized to sell any such items under any resultant contract. **Please refer to Sections 5 (Cost/Price) and 6 (Evaluation and Award) of Attachment A for more details.**

**Optional Category 3 – Requirements**

All Mandatory Requirements and Mandatory Category Requirements contained within this PRD are applicable to the items that may be contained in Optional Category 3.



State of Georgia  
STATEWIDE CONTRACT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
Electronic Request for Quotes (“eRFQ”)  
Event Name: Guns, Ammunition, and Accessories  
eRFQ (Event) Number: 99999-SPD0000209

## 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 Quotes (“eRFQ”) is being issued to establish one or more statewide contracts with one or more qualified suppliers who will provide **Guns, Ammunition, and Accessories**. This eRFQ is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) (if any) will be a “**MANDATORY**” source for all State of Georgia (hereinafter, “the State”) 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. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

One of the main objectives of this eRFQ is to identify qualified suppliers that have the depth, breadth, and quality of resources necessary to meet all the standards of the State, to deliver a variety of Guns, Ammunition, and Accessories to a broad and dispersed demographic of state and local government users, who require a high level of customer care before and after the sale.

DOAS desires to award contracts that provide the best value and products to state and local agencies. DOAS expects to award multiple contracts in each sub-category that are (1) within a competitive range and/or (2) provide adequate sources of supply throughout the State. This commodity group is divided into two (2) mandatory product categories (Guns and Ammunition) with eighteen (18) sub-categories in total (by manufacturer/brand). There is also one (1) optional category (Additional Products) containing forty (40) sub-categories (by manufacturer/brand). Accordingly, the State is seeking and will consider responses from suppliers that can provide a full range of product offerings in all categories and sub-categories that they choose to provide a response in.

While this solicitation is not limited to a single brand, the State has identified specific brands to which no substitutes may be offered in order to match existing equipment currently in use and to allow for the replacement of existing standardized equipment previously purchased by Authorized Users.

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

#### 1.1.1. Small Business

The State is committed to supporting small business entities by utilizing strategies that help create opportunities for Georgia’s small businesses to be part of statewide contracts. The State

encourages large companies participating in the solicitation process and are awarded a statewide contract to consider partnering with small business entities through business-to-business (B2B) relationships/arrangements in product delivery to state agencies. Doing so has multiple advantages; for example, 1) B2B relationships with small businesses help stimulate growth with small businesses, and 2) the dollars spent with small businesses are often recycled in the local communities where the small businesses reside, thus stimulating growth in the local economy, and prominent companies who have a corporate social responsibility (CSR) program may satisfy goals of their CSR program through partnerships with small business entities.

**1.2. Estimated Spend**

DOAS has determined through spend analysis encompassing fiscal year 2019 – 2022 (July 1, 2018, through June 30, 2022), that Authorized Users of the current statewide contracts spent approximately \$3.29M annually on the products outlined in this eRFQ. This historical spend is based on purchasing activity by Authorized Users across the state associated with the existing mandatory statewide contracts for guns and ammunition. Below is a breakdown of historical spend for the statewide contracts by fiscal year:

<b>GUNS AND AMMUNITION HISTORICAL SPEND</b>	
<b>FY</b>	<b>TOTAL SPEND</b>
<b>2019</b>	<b>\$1,925,294</b>
<b>2020</b>	<b>\$3,487,309</b>
<b>2021</b>	<b>\$1,867,847</b>
<b>2022</b>	<b>\$5,862,676</b>
<b>TOTAL:</b>	<b>\$ 13,143,126</b>

**\* Ammunition is 93% of overall spend**

Although the award of this contract does not guarantee any specific volume of sales from authorized users, the 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 statewide contract. Furthermore, in response to this eRFQ, DOAS expects to receive significantly lower competitive pricing that takes into consideration historical purchase volumes, reduced administrative expense resulting from the consolidation of multiple government entities into a single purchasing base and the anticipated return to higher sales activity with local government entities. Anticipated growth in sales is further supported because the 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. Electronic Records and Signatures**

This eRFQ is being sourced through an electronic sourcing tool approved by the Department of Administrative Services and all suppliers’ responses must be submitted electronically in accordance with the instructions contained in Section 2 “Instructions to Suppliers” of this eRFQ. Electronic competitive sealed bids will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed bids meet the sealed bidding 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 eRFQ Process**

The objective of the eRFQ is to select one or more qualified suppliers to provide the goods and/or services outlined in this eRFQ to the authorized users. This eRFQ process will be

conducted to gather and evaluate responses from suppliers for potential award(s). 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 eRFQ and the resolution of any contract exceptions, the preliminary results of the eRFQ 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.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that DOAS may desire to make one award, multiple awards, or split awards. For example, this document contains phrases such as “statewide contract(s)” and “award(s)”. Please refer to Section 6.5 “Selection and Award” for information concerning whether DOAS will make one award, multiple awards, split awards, or reserves the right to make any of these awards depending on the bids 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 eRFQ will be publicly posted prior to the closing date of this eRFQ. After the close of the eRFQ, DOAS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the contract term on an as-needed basis with or without notice.

Description	Date	Time
Release of eRFQ	January 24, 2023	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	February 9, 2023	5:00 p.m. ET
Suppliers’ Conference Location: Microsoft Teams meeting <b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a> Meeting ID: 275 766 190 926 Passcode: Wy8BkK <a href="#">Download Teams</a>   <a href="#">Join on the web</a> <b>Or call in (audio only)</b> <a href="#">+1 470-344-9228,,71953240#</a> United States, Atlanta Phone Conference ID: 719 532 40# <a href="#">Find a local number</a>   <a href="#">Reset PIN</a>	February 7, 2023	2:00 p.m. ET
Attendance is: Optional		
Responses to Written Questions	February 14, 2023	5:00 p.m. ET
Responses Due/Close Date and Time	February 22, 2023	3:00 p.m. ET
Evaluation Completed (on or about)	3 to 4 Weeks after closing	N/A
Finalization of Contract Terms	4 to 5 Weeks after closing	N/A
Notice of Intent to Award [NOIA] (on or about)	6 to 7 Weeks after closing	N/A

Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A
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**1.6. Official Issuing Officer (Buyer)**

**Carol Kennedy-Sims**

**gunsammo.2022@doas.ga.gov**

**1.7. Definition of Terms**

Please review the following terms:

<b>DOAS</b>	The Georgia Department of Administrative Services
<b>Supplier(s)</b>	Companies desiring to do business with the state of Georgia.
<b>Addendum</b>	A written revision to this solicitation document.
<b>Commodity Group</b>	A grouping of individual commodity codes.
<b>Small Business</b>	Refers to an independently owned and operated business with up to 300 employees or up to \$30 million in gross receipts per year.
<b>Contract to Begin</b>	The initial date when the statewide contract term begins and orders may be placed utilizing the statewide contract.
<b>Authorized User</b>	A public entity authorized to utilize any awarded statewide contract under the purview of the state of Georgia.
<b>Guns</b>	Any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive.
<b>Ammunition</b>	Projectiles, such as bullets and shot, together with their fuses and primers, that can be fired from guns or otherwise propelled.
<b>Round</b>	A single cartridge containing a projectile, propellant, primer, and casing.
<b>Slug</b>	A large-size bullet.
<b>Caliber</b>	The diameter of a bullet.
<b>AR</b>	Armor Piercing
<b>BJHP</b>	Brass Jacketed Hollow Point
<b>BSP</b>	Bonded Soft Point
<b>BTHP</b>	Boat Tail Hollow Point
<b>ELD</b>	Extremely Low Drag
<b>FMJ</b>	Full Metal Jacket
<b>GDHP</b>	Gold Dot Hollow Point
<b>GMX</b>	Gliding Metal Expanding
<b>GR</b>	Grains (Unit of measure used to define the weight of a bullet)
<b>HP</b>	Hollow Point
<b>JHP</b>	Jacketed Hollow Point
<b>LRN</b>	Lead Round Nose
<b>MM</b>	Millimeter (Unit of measure used to measure the caliber)
<b>NATO</b>	North Atlantic Treaty Organization
<b>OTM</b>	Open Tip Match
<b>RHT</b>	Reduced Hazard Training
<b>RN</b>	Round Nose
<b>SP</b>	Soft Point
<b>TMJ</b>	Total Metal Jacket
<b>TMJ-FN</b>	Total Metal Jacket – Flat Nose

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

## 1.8. Contract Term

The initial term of the statewide contract(s) is for two (2) calendar years from the execution date of the contract(s). DOAS shall have five (5) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of DOAS and subsequent agreement by the supplier(s). Renewal will be accomplished through the issuance of a Notice of Award Amendment. In the event that the statewide contract(s), if any, resulting from the award of this eRFQ 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 suppliers, 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 eRFQ states otherwise, the resulting award of the statewide contract(s) does not guarantee volume or a commitment of funds.

## 2. Instructions to Suppliers

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

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

### 2.1. General Information and Instructions

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

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

#### 2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFQ until the final award is announced (or the eRFQ is officially cancelled), suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the suppliers' Conference, or as defined in this eRFQ, 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 response of any supplier violating this provision.

#### 2.1.3. Submitting Questions

All questions concerning this eRFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.6 "Issuing Officer" of this eRFQ. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFQ must be submitted in the following format:

Company Name

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

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

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

#### **2.1.4. Attending Suppliers' Conference**

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

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

Prior to an award, DOAS must be assured that the selected supplier(s) has all 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 on-going 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, 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 notified and will be permitted five business days to submit the information requested. The supplier must request additional time if more time is needed to provide the requested information.

#### **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 eRFQ may not be considered. Responses must be complete in all respects, as required in each section of this eRFQ.

#### **2.1.7. Rejection of Responses; State's Right to Waive Immaterial Deviation**

DOAS reserves the right to reject any or all responses, to waive any irregularity or informality in a 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 eRFQ**. A response may be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFQ 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 eRFQ**

DOAS reserves the right to amend this eRFQ prior to the end date and time. Any time a change is made to the eRFQ, the eRFQ 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 eRFQ will be posted to the Team Georgia Marketplace™. The eRFQ will possess the same solicitation number; however, the eRFQ will contain a new version number. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFQ (including any revisions/additions made in writing prior to the close of the eRFQ 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 eRFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR**

ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFQ. Suppliers are encouraged to frequently check the GPR for additional information. Finally, DOAS reserves the right to cancel this eRFQ at any time.

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

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

#### **2.1.10. Costs for Preparing Responses**

Each 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 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 suppliers' Conference. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

#### **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 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). 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, bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counteroffers, and certain records revealing preparation for the procurement. Pursuant to O.C.G.A. § 50-5-67, bids 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 a 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 bids 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 bids, 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 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 a supplier considers any portion of its bid 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, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked “Redacted Copy-Available for Public Review.” In addition, the electronic file name should include the words “**Redacted Copy**” at the beginning of the file name. The redacted copy shall be submitted at the same time supplier submits its bid 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. If supplier fails to submit a redacted copy with its bid, the State is authorized to produce the supplier's bid 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 may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the supplier shall include with its bid 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 submission, the State is authorized to produce the supplier's bid 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. Generally, the State does not consider pricing information to be trade secret.

#### **2.1.13. Registered Lobbyists**

By submitting a response to this eRFQ, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

#### **2.1.14. Supplier Debriefing Process**

For all solicitations issued on or after November 1, 2020, that result in a contract award of \$250,000 or more, unsuccessful suppliers may request a supplier debriefing from the Authorized User in accordance with the Georgia Procurement Manual, Section 6.6. The purpose of a supplier debriefing is to share information about the evaluation and award process. Unsuccessful suppliers can benefit from supplier debriefings by enhancing their understanding of the procurement process and gaining insights to improve the competitiveness of their responses to future solicitations. The supplier debriefing is not an adversarial proceeding and may not be used to challenge the Authorized User's selection. For more information, including the process and deadline for requesting a supplier debriefing, please review the Georgia Procurement Manual, Section 6.6.

## **2.2. Submittal Instructions**

Listed below are key action items related to this eRFQ. The Schedule of Events in Section 1.5 identifies the dates and times for these key action items. This portion of the eRFQ provides high-level instructions regarding the process for reviewing the eRFQ, preparing a response to the eRFQ and submitting a response to the eRFQ. Suppliers are required to access, print, and utilize the training materials identified in Section 2.1.1 "Team Georgia Marketplace™" of this eRFQ to ensure the supplier successfully submits a response to this eRFQ.

#### **2.2.1. eRFQ Released**

The release of the eRFQ is formally communicated through the posting of this eRFQ 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:

<https://ssl.doas.state.ga.us/gpr/>

This eRFQ 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 eRFQ using Team Georgia Marketplace™.

Therefore, each supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™:

<http://doas.ga.gov/state-purchasing/purchasing-education-and-training/Supplier-training>

#### **2.2.2. eRFQ Review**

The eRFQ (or "Sourcing Event") consists of the following: this document, entitled "Statewide eRFQ Document", 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 1.6) 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 the available documents. In this location, the supplier is most likely to find this document (Statewide eRFQ Document) as well as the documents referenced in Section 4 “eRFQ Bid Factors.” Please thoroughly review all provided Event Attachments.
2. Second, documents may also be provided at the “line detail” level of the Sourcing Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the 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/Pricing”) as well as any other documents provided with respect 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 regard to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label all uploaded files using the corresponding section numbers of the eRFQ or any other logical name so that DOAS can easily organize and navigate the supplier’s response.

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 eRFQ 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 follow the directions within the eRFQ 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" 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.

#### **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. 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 eRFQ 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; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline.**

#### **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 eRFQ 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". Once the supplier has finished viewing the response, the supplier 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" 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 then revise the response. 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" 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 several 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 eRFQ 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 revise the submitted response or the supplier's inability to resubmit a response prior to the eRFQ 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” prior to the closing date and time, no response will be transmitted through the system. In the event a supplier desires to withdraw its response after the closing date and time, the supplier must submit a request in writing to the Issuing Officer.

#### **2.2.8. Help Desk Support**

For technical questions related to the use of Team Georgia Marketplace™, suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day State offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to:

[ProcurementHelp@doas.ga.gov](mailto:ProcurementHelp@doas.ga.gov).

### **3. General Business Requirements**

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all 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 reports to the DOAS identified contract manager. All reports shall be provided by the supplier in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. The supplier agrees to provide all data requested in a flat file format as designated by DOAS’ Contract Manager.

##### **Quarterly Sales Reports**

Statewide sales by customer account number and type of customer: State Agency, Local Entity or Other, in addition (but not limited) to the following information: product description, manufacturer name, NIGP code, merchandise class code/indicator, delivery location, quantity ordered, list price, discount, unit price, and total spend. At the end of each State fiscal quarter, as defined in Section 3.5, the supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace within 20 calendar days following the end of the State’s fiscal quarter.

##### **Ad Hoc Report(s)**

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

#### **3.2. Business Review Meetings (As Needed)**

If selected for award, the supplier must participate in Business Review meetings at DOAS’ request. During the Business Review meeting, the supplier will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The Business Review meeting will also focus on the status of service level agreements and key performance indicators agreed to by supplier and DOAS. The Business Review 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, and review of the previous quarter's sales statistics.

### 3.3. Virtual Catalog

#### Team Georgia Marketplace™ Virtual Catalog

In June 2008, DOAS entered into a multi-year agreement with Jaggaer, Inc. whereby Jaggaer will provide certain 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 Jaggaer (and any authorized agent or successor entity to Jaggaer) 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. 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 this thirty (30) day period.
2. Supplier will join the Jaggaer Supplier Network (SQSN) 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 SQSN can be found at: [www.Jaggaer.com](http://www.Jaggaer.com) or call the Jaggaer Supplier Network Services team at 919-659-2152.
3. Supplier will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by Jaggaer for the suppliers and are upgraded every 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 a 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 or punch-out as further described below) will be provided by the supplier. **Whether hosted or punch-out, 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 should not be viewable by User Agencies).**
  - a. Hosted Catalog. By providing a hosted catalog, the supplier is providing a list of its products/services and pricing in an electronic data file in a format acceptable to Jaggaer, 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. If awarded multiple contracts, supplier agrees to maintain a single Punchout site and be

able to provide the appropriate contract id on each item returned to Jaggaer. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item.

Supplier also agrees to provide e-Quote functionality to facilitate volume discounts.

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, including all applicable administrative fees 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 when possible; and
  - f. The catalog must include any additional DOAS content requirements.
6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
  - a. Updated pricing files are required by the 1<sup>st</sup> of the month and will go into effect in the Virtual Catalog on the 1<sup>st</sup> day of the following month (i.e., file received on 11/01/09 would be effective in the Virtual Catalog on 12/01/09). Files received after the 1<sup>st</sup> of the month may be delayed up to a month (i.e., file received on 11/06/09 would be effective in the Virtual Catalog on 01/01/10).
  - 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.
7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML, or EDI INT AS 12.
  - a. For Purchase Orders received via email, the supplier must provide a dedicated email address (i.e., [orders@company.com](mailto:orders@company.com)) that is monitored during normal business hours.
  - b. 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 ET 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. 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:
  - o Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg, and other commonly used formats) for all 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.
  - o Provide the actual image files in a 'zip archive'. Please go to [www.winzip.com](http://www.winzip.com) to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
  - o Provide only one image per product.
  - o 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.
  - o 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 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 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 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**

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, 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%**. **EACH SUPPLIER MUST SUBMIT PRICING IN ITS BID 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.

Quarterly Payment and Sales Reporting Requirements. DOAS and supplier agree that the collected Fees and the corresponding Quarterly Sales Report (report template available upon request), which identifies the total sales pursuant to this statewide contract for the corresponding fiscal quarter, shall be submitted by supplier to DOAS. The total sales reported in the Quarterly Sales Report should be limited to sales in which the supplier has received payment from the state customer. "The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Supplier Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:"

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Supplier's Quarterly Sales Report Due Date</i>	<i>Supplier's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1<sup>st</sup> – September 30<sup>th</sup></i>	<i><u>October 20<sup>th</sup></u></i>	<i><u>November 15<sup>th</sup></u></i>
<i>Quarter 2</i>	<i>October 1<sup>st</sup> – December 31<sup>st</sup></i>	<i><u>January 20<sup>th</sup></u></i>	<i><u>February 15<sup>th</sup></u></i>
<i>Quarter 3</i>	<i>January 1<sup>st</sup> – March 31<sup>st</sup></i>	<i><u>April 20<sup>th</sup></u></i>	<i><u>May 15<sup>th</sup></u></i>
<i>Quarter 4</i>	<i>April 1<sup>st</sup> – June 30<sup>th</sup></i>	<i><u>July 20<sup>th</sup></u></i>	<i><u>August 15<sup>th</sup></u></i>
<i>-----</i>	<i>-----</i>	<i>-----</i>	<i>30 calendar days following the termination of this statewide contract for any reason</i>

- a. 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. If 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 the 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.
  
- 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 the overpayment amount to the supplier no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to supplier's overpayment of Fees.

- e. Default. **THE SUPPLIER'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE SUPPLIER IS HANDLING STATE FUNDS.** Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring supplier in default and recovering re-procurement costs from supplier in addition to all outstanding fees and interest.
- f. Current statewide contract suppliers must be in full compliance with all statewide contract reporting requirements and administrative fee payments to be awarded a new statewide contract.

### 3.6. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain 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: |             |
|    | 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   |             |
|    | Combined Single Limit  | \$1,000,000 |

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 showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed 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. Bid Certification

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

1. That the electronically submitted response 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 all items included in the supplier’s response meet or exceed all the solicitation’s identified specifications and requirements except as expressly stated otherwise in the supplier’s response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the supplier’s response may be held open for a lengthier period of time subject to the supplier’s consent; and
4. That this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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.

### **3.8. Small Business Opportunity**

As noted in the eRFQ Section 1.1.1. Small Business, the State is committed to supporting small business entities to help create opportunities for Georgia's small businesses to be part of statewide contracts. Accordingly, the State is soliciting input from major market suppliers who participate in the solicitation process and are awarded a statewide contract(s), to consider forming a B2B relationship with a small business.

### **3.9. Supplier Compliance**

As referenced in Section 3.5. "Administrative Fee", suppliers responding to this eRFQ and currently holding one or more statewide contracts are required to be compliant with the terms and conditions of their current agreement(s) with the State. This includes all quarterly reporting and administrative fee submission requirements. DOAS will not award the resulting statewide contract to a supplier that has failed to meet its current statewide contract obligations.

### **3.10. Marketing and Outreach**

Suppliers engaging in Statewide Contracts are expected to incorporate marketing plans to grow their statewide contract and presence in the marketplace. As referenced in Attachment B – Program Requirements Document (PRD) – General Requirements, responsive bidders to solicitations should identify their marketing plan and the tools they will utilize to accomplish these goals. The marketing plan must be designed to be used throughout the life of the statewide contract and should identify, when possible, how they will leverage government conferences to further promote their offerings.

The DOAS State Purchasing Division (SPD) hosts marketing and training trade conferences throughout the year to educate public procurement professionals on the commodities and services available on statewide contracts. SPD also offers educational platforms to learn new techniques and best practices from state and national industry experts, provides marketing, networking, and training opportunities to statewide contract suppliers. The Georgia Procurement Conference is geared towards purchasing professionals. The attendees at these events have included public procurement professionals from all state agencies, the colleges and universities of the Board of Regents and the Technical College System of Georgia, local cities and municipalities across the state, and many independent authorities. When possible, we have included Exhibitor Expos with booth space that offers significant marketing value and provides exceptional opportunities for statewide suppliers to market directly to hundreds of attendees. Small Business Symposiums are also offered to small businesses to assist them in networking and learning about the statewide contract experience and opportunities for partnerships. Additional outreach opportunities could include webinars, product or service spotlights, and participation in periodic business reviews throughout the life of the contract.

## **4. eRFQ Bid Factors**

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 a particular solution suppliers may have available; rather, suppliers shall propose to meet the State's needs as defined in this eRFQ. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

### **4.1. Introduction**

All the items described in this section are product specifications, technical requirements, service levels and/or terms and conditions that the State expects to be satisfied by the selected supplier(s) in the delivery of Guns, Ammunition, and Accessories. Each supplier must agree to satisfy these requirements in the supplier's submitted response.

## 4.2. Supplier General Information

Each supplier must provide responses to ALL the requested Supplier General Information questions (i.e., corporate composition and demographics) contained in the Bid Factor Section of the sourcing event.

## 4.3. Mandatory Requirements

This eRFQ contains mandatory requirements (e.g., product specifications, compliance with federal regulations, etc.) which must be met by the supplier for the supplier to be considered “responsive” and, therefore, eligible for statewide contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eRFQ document (Attachment A)
2. Requirements contained in the Program Requirements Document (Attachment B)
3. Requirements contained in the Mandatory Response Worksheet (Attachment C)

### 4.3.1 Mandatory Response Worksheet

Each supplier must complete ALL the requested information in the attached file entitled Mandatory Response Worksheet (**Attachment C**). As specified with each requirement listed in the Mandatory Response Worksheet, the supplier must indicate whether its bid 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., product sheets or other technical materials) 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 rare instances in which a response of “NO” is the correct and logical response 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” will fail the technical requirements and may result in disqualification of the supplier’s response, except as otherwise provided in Section 6 “Evaluation and Award” of this eRFQ.

### 4.3.2 Additional Information

Please review the Sourcing Event and its attachments carefully and respond as directed. Information regarding accessing attachments is provided in Section 2.2.2 “eRFQ Review” of this document. Information regarding uploading attachments is provided in Section 2.2.4 “Uploading Forms”.

## 5. Cost/Pricing

Each supplier is required to submit pricing in the Cost Workbook (**Attachment D**) as part of their response to this eRFQ. DOAS has separated the Guns, Ammunition, and Accessories Cost Workbook into a total of five (5) tabs. There is an “Instructions” tab, “Mandatory Guns” Cost Worksheet tab, “Mandatory Ammunition” Cost Worksheet tab, “Optional Additional Products” tab, and a “Website Links” tab.

Tab 1 - Instructions: Contains the instructions on how to complete all pricing tabs.

Tab 2 – Mandatory Guns Cost Worksheet:

Contains eight (8) sub-categories that have a list of specified line items derived from an analysis of the States’ historical purchase activity. The supplier(s) is REQUIRED to submit prices on Tab 2 for all line items within the sub-category(s) they intend to offer for consideration and potential award on this eRFQ. The supplier(s) is REQUIRED to submit prices for a minimum of one (1) sub-

category on Tab 2 or Tab 3 to be eligible to submit pricing in Tab 4 – “Optional Additional Products”.

Tab 3 – Mandatory Ammunition Cost Worksheet:

Contains nine (9) sub-categories that have a list of specified line items derived from an analysis of the States’ historical purchase activity. The supplier(s) is REQUIRED to submit prices on Tab 3 for all line items within the sub-category(s) they intend to offer for consideration and potential award on this eRFQ. The supplier(s) is REQUIRED to submit prices for a minimum of one (1) sub-category on Tab 2 or Tab 3 to be eligible to submit pricing in Tab 4 – “Optional Additional Products”.

Tab 4 – Optional Additional Products: Contains three (3) sub-categories that contain a list of specified manufacturers derived from an analysis of the States’ historical purchase activity. If supplier chooses to submit discount percentages off the list price in Tab 4 – Optional Additional Products, the supplier is required to submit prices for a minimum of one sub-category in Tab 2 (Mandatory Guns) or Tab 3 (Mandatory Ammunition). If the supplier(s) choose to submit for Optional Additional Products (Tab 4), this is for a discount percentage off the list price for other items not listed in mandatory categories 1-Guns and 2- Ammunition, and includes a third subcategory - Accessories. The supplier(s) is REQUIRED to submit prices for a minimum of one (1) sub-category on Tab 2 or Tab 3 to be eligible to submit pricing in Tab 4 – “Optional Additional Products”.

The cost proposal will be evaluated in accordance with Section 6 “Evaluation and Award”.

Please Note: Unless otherwise specified, references to brand name or trade name/mark products are intended to be restrictive and are used to indicate the quality and characteristics of products that may be offered. Each supplier’s response must indicate the part number/model, or series number of the product offered.

**Mandatory Guns and Ammunition Cost Worksheet Categories (Tabs 2 & 3)**

Mandatory Guns Cost Worksheet (Tab 2): Contains eight (8) sub-categories that have a list of specified line items derived from an analysis of the States’ historical purchase activity. The supplier(s) is REQUIRED to submit prices on Tab 2 for ALL line items within ALL sub-category(s) they intend to offer for consideration and potential award on this eRFQ. **No like-item equivalents/substitutions are permitted.** In Tab 2, the supplier is required to complete ALL cells highlighted in YELLOW (Columns F and G) for all sub-categories in which they intend to bid. Following this selection, Column H will automatically populate. The supplier must provide the PRICE PER UOM (Unit Price) in Column G. The supplier is required to propose a price per unit of measure for each line item within each SUB-CATEGORY they wish to be considered for award. Supplier must provide an exact match product and provide the Part Number/Model Number in Column F.

Mandatory Ammunition Cost Worksheet (Tab 3): Contains nine (9) sub-categories that have a list of specified line items derived from an analysis of the States’ historical purchase activity. The supplier(s) is REQUIRED to submit prices on Tab 3 for ALL line items within ALL sub-category(s) they intend to offer for consideration and potential award on this eRFQ. **No like-item equivalents/substitutions are permitted.** In Tab 3 the supplier is required to complete ALL cells highlighted in YELLOW (Columns H and I) for all sub-categories in which they intend to bid. Following this selection, Column J will automatically populate. The supplier must provide the PRICE PER UOM (Unit Price) in Column I. The supplier is required to propose a price per unit of measure for each line item within each SUB-CATEGORY they wish to be considered for award.

Supplier must provide an exact match product and provide the Part Number/Model Number in Column H.

Please Note: The Extended Annual Price cells on both the Mandatory Gun (Tab 2) and Ammunition (Tab 3) Cost Worksheet(s) will change colors from red to blue once the respective part number and unit price columns are completed per line item.

#### **Optional Additional Products Category (Tab 4)**

Optional Additional Products Category (Tab 4): Contains three (3) sub-categories. The supplier has the option to propose a discount percentage off their nationally published price, by manufacturer/brand within each sub-category (Guns, Ammunition & Accessories). In order to be eligible for consideration for potential award for any sub-category in Tab 4, the supplier(s) is **REQUIRED** to submit prices for all line items in at least one (1) sub-category on Tab 2 or Tab 3 (Mandatory Guns and Ammunition Cost Worksheet Categories).

To be eligible for contract award in the Optional Additional Products category (Tab 4), the supplier must complete the cells highlighted in LIGHT BLUE (Column E) for any of these respective sub-categories in which they intend to compete in. The supplier must provide a SUPPLIER PROPOSED DISCOUNT % OFF LIST PRICE per manufacturer/brand. This discount MUST be rounded to the nearest whole number. (i.e., 10.00% instead of 9.50%, 20% instead of 19.50%, etc.). The discount percentages proposed per manufacturer/brand in this Optional Additional Products Category will be used, after statewide contract award, to calculate the net purchase price(s) to be paid by Authorized Users for the entire spectrum of products, by manufacturer/brand, offered within this specific Optional Additional Products Category. Accordingly, supplier(s) must submit their most recent nationally published prices (i.e., catalog, price list, commercial price book etc.), which provide details regarding all products within this Optional Additional Products Category that the supplier intends to make available for sale to Authorized Users under any resultant statewide contract award. Percentages NOT submitted as a whole number will be rounded to the nearest whole number.

#### **Website Links (Tab 5)**

Website Links (Tab 5): The supplier should provide a link to their website that provides access to proposed products and retail prices.

### **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. Bids containing a minimum purchase quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
3. The supplier is required to provide net prices. In the event there is a discrepancy between a supplier's unit price and extended price, the unit price shall govern; and
4. In the event there is a discrepancy between (1) the supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet and (2) the supplier's pricing as quoted by the supplier in one or more single line entries directly into the 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 eRFQ or statewide contract; and

6. Unless otherwise specified in any terms and conditions attached to the eRFQ, all product deliveries will be F.O.B. destination, and all shipping charges are “no charge” and not billed back to the Authorized Users; and
7. Unless expressly permitted by the eRFQ, 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 like-item equivalents/substitutions may be determined non-responsive; and
9. Responses containing prepayment and/or progress payment requirements may be determined non-responsive; and
10. Responses requiring payment from the Authorized User in less than thirty (30) days will be considered non-responsive; and
11. The State is exempt from certain taxes, and no provision for such taxes should be included in the supplier’s response; and
12. All pricing and percentage discounts provided in this solicitation must be inclusive of all costs (i.e., profit, overhead, operating & administrative expenses, commissions, transaction charges, administrative fees, etc.).

## 5.2. Cost Structure and Additional Instructions

DOAS’ intent is to structure the cost format to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each supplier’s cost be structured as directed in the eRFQ. Additional alternative cost structures may not be considered. Each supplier is hereby advised that failure to comply with the eRFQ instructions, submission of an incomplete bid, or submission of a bid in a different format than the one requested may result in the rejection of the supplier’s response.

DOAS has attached a Cost Workbook (Attachment D) for the supplier to download, complete, and then upload as part of the supplier’s response.

Download the Cost Workbook (Attachment D), complete the worksheets and then upload the Cost Workbook by following the instructions in Section 2.2.4. “Uploading Forms” of this eRFQ. Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other formats unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. In all sub-categories contained in Tabs 2 and 3: **Cells left blank or with a value equal to or less than “\$0.00” may be interpreted as “NO BID” and may disqualify you from the solicitation.**

Purchasing habits associated with the frequency of purchase by categories are incorporated in cost sheet computations and will be used for evaluation purposes only (See Section 6.4). Although these purchasing habits do not represent actual frequencies that will be ordered under any resultant contract, they provide a reliable forecast of the anticipated purchase frequency on which (1) DOAS will consider in evaluation of bid prices and (2) Suppliers should strongly consider in the development of their price per UOM offered. The State expects supplier(s) to submit their most aggressive and competitive prices. The supplier-proposed and awarded sub-category prices will apply to all products made available for sale under any resultant contract and remain constant throughout the term of the contract and any renewal options.

### 5.2.1. Sub-category Pricing (Mandatory Guns and Ammunition Cost Worksheet Categories (Tabs 2 & 3) – Fixed Price)

The cost structure for the mandatory bid sub-categories for this eRFQ is based on a fixed price per UOM for each Gun and Ammunition product listed.

### **5.2.1.1. List of Line Items Per Sub-category**

Based on historical purchase volumes and purchasing habits of Authorized Users, the State has identified specific line items for each of the product sub-categories. Line items included were derived from an analysis of product offerings within a sub-category and represent samples of those types of items that were purchased more frequently as compared to other items in the product sub-category. For each line item on the sub-category list, suppliers are required to submit their competitive prices inclusive of all costs (i.e., profit, overhead, operating & administrative expenses, delivery charges, transaction charges, administrative fees, etc.).

### **5.2.1.2. Ceiling Pricing**

The prices quoted and listed in the cost proposal shall be ceiling pricing, and supplier(s) are encouraged to offer further discounted pricing based on events or economies of scale such as periodic sales, the quantity of guns, ammunition, and accessories ordered, etc.

### **5.2.1.3. Category Pricing (Optional Additional Products (Tab 4) – Discount % Off List Price)**

Supplier(s) are REQUIRED to provide responses to a minimum of one (1) sub-category deemed “Mandatory” (Tab 2 & 3) to be considered in “Optional” (Tab 4) sub-categories (Guns, Ammunition & Accessories).

The supplier(s) must propose a discount percentage off of list price. The discount(s) proposed for the sub-categories, after contract award, are used to calculate the net purchase price(s) to be paid by Authorized Users for all Guns, Ammunition and Accessories for the entire spectrum of products offered within a specific sub-category. Accordingly, supplier(s) must submit their offered prices (i.e., catalog, price list, commercial price book, etc.), which provide details regarding all Guns, Ammunition and Accessories within the product sub-category that the supplier intends to make available for sale to Authorized Users under any resultant contract award.

### **5.3. Catalog Updates/Price Change Request**

Suppliers may request to escalate/de-escalate nationally published list prices once annually. The originally awarded discount percentage off list prices will remain firm through the life of the statewide contract. Contract prices shall be firm for the first 12 months of the contract. Awarded suppliers may request price adjustment(s) for the second year of the contract and as part of the contract renewal process. Additionally, all requests for price increases must be made 90 days prior to the end of the first 12 months or 90 days prior to contract renewal. All supplier requests 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. Submitted price changes will not be effective until the supplier(s) request is approved by the State. Supplier(s) will honor prices for purchases made prior to the approval of any catalog change.

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 PPIs (series) submitted. The PPIs DOAS will be reviewing are below:

Category	PPI Series ID
Small Arms, Ordnance and Ordnance Accessories Mfg.	PCU33299T33299T
Small Arms Ammunition Mfg.	PCU332992332992
Small Arms	WPU151301
Small Arms Ammunition	WPU15130281
Ordnance and Ordnance Accessories	WPU10860101

Requests 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. Evaluation and Award

All timely responses will be evaluated in accordance with the steps outlined below. The objective of the evaluation process is to identify the most competitive bid(s). Once the evaluation process has been completed, 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 eRFQ as described further in Section 6.7. "Public Award Announcement."

### 6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline via Team Georgia Marketplace™
2. Response is complete and contains all required documents

### 6.2. Evaluating Bid Factors (Section 4)

If the supplier's response passes the Administrative/Preliminary Review, the supplier's responses to Section 4, "eRFQ Bid Factors" will be submitted for evaluation. Each response will be reviewed in detail to determine its compliance with eRFQ Bid Factor requirements.

### 6.3. Mandatory Requirements

Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, DOAS may determine if the deviation is material. A material deviation may be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

### 6.4. Evaluating Cost

To expedite the evaluation process, DOAS reserves the right to analyze pricing independently, but at the same time, the Issuing Officer is analyzing suppliers' compliance with the mandatory requirements. DOAS may utilize lowest cost, or greatest savings to determine the most competitive pricing. Submitted pricing will be evaluated at the sub-category level (as applicable) relative to other responses/bids.

DOAS reserves the right to make one award, multiple or split awards, depending on the bids received if DOAS determines that doing so will serve in the State's best interest.

#### 6.4.1. Mandatory Categories – Guns & Ammunition (Tabs 2 & 3)

In the event DOAS elects to consider awarding to more than one supplier by sub-category (multiple award), DOAS will identify suppliers within the competitive range, DOAS will identify the competitive range by (1) ranking suppliers' bid from lowest to highest in each sub-category based on each Supplier's Total Evaluated Price for that sub-category and (2) then looking for breaks in the pricing such that natural groupings of similar pricing may be identified. In the event DOAS determines the number of responsive and responsible suppliers is so great (which

determination shall be solely at DOAS' discretion and shall be conclusive), DOAS may elect to award based on the natural break in pricing to multiple suppliers with the lowest supplier's Proposed Bid Price per sub-category. If the first natural break in bid prices does not provide the State with adequate coverage for Authorized Users of any resulting statewide contract, the State may proceed until there is a natural break in bid prices that will ensure adequate coverage is achieved. The primary basis for award decisions is to ensure the lowest cost or greatest savings for statewide coverage for guns, ammunition, and accessories.

For evaluation purposes only, DOAS will compute a Supplier's Total Proposed Sub-category Prices on the market basket line items identified and the supplier proposed price per unit of measure for each product sub-category. Specifically, the supplier(s) price per unit of measure will be multiplied by the historical annual quantity to determine the Extended Annual Price for each line item in the product sub-category. The Extended Annual Price for each line item within a product sub-category will be summed, and the result is the Supplier's Total Proposed Sub-category Price. **The Supplier's Total Proposed Sub-category Price(s) for each sub-category will be used for comparison to other bids received in response to the eRFQ. Per Section 5, to be eligible for contract award in both Mandatory Guns (Tab 2) and Ammunition (Tab 3) categories, the supplier must provide ALL required product information and proposed pricing for ALL line items within ALL SUB-CATEGORIES in which they intend to bid.**

#### **6.4.2. Optional Category – Additional Products (Tab 4)**

In the event DOAS elects to consider awarding to more than one supplier by subcategory (multiple award), DOAS will identify suppliers within the competitive range, DOAS will identify the competitive range by (1) ranking suppliers' bid from lowest to highest in each subcategory based on each Supplier's Discount Percentage OFF List Price per Manufacturer for that Subcategory and (2) then looking for breaks in the supplier's discount percentage such that natural groupings of similar percentage discounts may be identified. In the event DOAS determines the number of responsive and responsible suppliers is so great (which determination shall be solely at DOAS' discretion and shall be conclusive), DOAS may elect to award based on the natural break in percentage discounts to multiple suppliers with the highest Supplier's Proposed Discount Percentage OFF List Price per Manufacturer for that Subcategory. If the first natural break in bid percentage discounts does not provide the State with adequate coverage for Authorized Users of any resulting statewide contract, the State may proceed until there is a natural break in percentage discounts that will ensure adequate coverage is achieved. The primary basis for award decisions is to ensure the lowest cost, or greatest savings for statewide coverage for guns, ammunition, and accessories.

#### **6.4.3. 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.

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

For the purposes of evaluation only, supplier's resident in the state of Georgia will be granted the same preference over supplier's resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to supplier's resident therein over supplier's resident in the state of

Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the state of Georgia.

#### **6.4.5. Price Matching Requirements**

A price matching option will be available for Georgia Resident, Small Businesses, or Georgia Resident Small Businesses. The ability to price match will only be granted to responsive and responsible bidders that are within 5% up to \$10,000 of the lowest responsive and responsible bid. The indication by the supplier that the supplier will price match does not constitute further negotiation of pricing.

#### **6.5. Selection and Award**

The primary objective of this eRFQ is to identify the proper number of suppliers that can deliver Guns, Ammunition, and Accessories to an extensive and dispersed demographic of state and local government users, who require a high level of customer care after the sale. Accordingly, DOAS may make one award, multiple or split awards by sub-category(s), or manufacturer/brand to responsive and responsible supplier(s) who offer products at the most competitive price, that meet or exceed the technical requirements set forth in the eRFQ with whom DOAS has reached agreement on all statewide contract terms and conditions. DOAS reserves the right to select awards based on any of the award options outlined in paragraph 6.4. above, when to do so is in the best interests of the State.

DOAS reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject all responses, in whole or in part; (c) request clarifications from suppliers; (d) request resubmissions from all suppliers; and (e) take any other action as permitted by law.

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

DOAS reserves the right to conduct site visits, request product/work samples, or to invite Suppliers to present their product/service solution to the Technical Evaluation Team.

#### **6.7. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the statewide contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. 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(s) that DOAS expects to award as a result of this eRFQ will be based upon 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 Sourcing Event. The “successful supplier(s)’ final response as accepted by DOAS” shall mean the response submitted by the supplier(s), written clarifications, and any other terms deemed necessary by DOAS, except that no objection or amendment by the supplier(s) to the eRFQ requirements or the statewide contract terms and conditions shall be incorporated by reference into the statewide contract(s) unless DOAS has explicitly accepted the supplier(s)’ objection or amendment in writing.

Please review DOAS' statewide contract terms and conditions prior to submitting a response to this eRFQ. Suppliers should plan on the statewide contract terms and conditions contained in this eRFQ being included in any award as a result of this eRFQ. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The statewide 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 eRFQ and the potential resulting statewide contract.

### **Exception to Contract**

By submitting a response, each supplier acknowledges its acceptance of the eRFQ specifications and the statewide contract terms and conditions without change except as otherwise expressly stated in the supplier's submitted response. If the supplier takes exception to a statewide contract provision, the supplier must state the reason for the exception and state the specific statewide contract language it proposes to include in place of the provision. Any exceptions to the statewide contract must be submitted as part of the supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFQ.

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 may 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(s) to be consistent with the apparent successful offer(s), and to negotiate other modifications with the apparent successful supplier(s). Exceptions that materially change the terms or the requirements of the eRFQ 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 eRFQ Attachments**

The following documents make up this eRFQ. Please see Section 2.2.2 "eRFQ 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. **Attachment A** Statewide eRFQ (this document)
- B. **Attachment B** Program Requirements Document (as referenced in Sections 1.1 and 4.3 of this eRFQ)
- C. **Attachment C** Mandatory Response Worksheet (as referenced in Section 4.3 of this eRFQ)
- D. **Attachment D** Cost Workbook from Section 5 "Cost/Pricing" of this eRFQ
- E. **Attachment E** State Contract from Section 7 "Contract Terms and Conditions" of this eRFQ
- F. **Attachment F** E-Verify Affidavit
- G. **Attachment G** Certificate of Non-Collusion
- H. **Attachment H** Tax Compliance Form
- I. **Attachment I** W-9 Form
- J. **Attachment J** Things to Remember When Responding to Bids in Team Georgia Marketplace
- K. **Attachment K** Contracting with the Georgia Department of Administrative Services
- L. **Attachment L** Contract Exceptions Submission Form
- M. **Attachment M** Supplier Question and Answer Template