



CONTRACT AMENDMENT #1

RENEWAL #1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date listed below.

| STATE OF GEORGIA CONTRACT | |
|--------------------------------------|---|
| State Entity's Name: | Department of Administrative Services |
| Contractor's Full Legal Name: | Exemplis LLC |
| Contract Number: | 99999-001-SPD0000198-0012 |
| Contract Description: | Office, Computer, and Educational Furniture |
| Contract Start Date: | 11/1/2023 |
| Current Contract Term: | 11/1/2023 – 10/31/2025 |

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and the parties desire to amend to correct the base period contract term, renew the contract, amend the Section 5 of the eRFQ for SPD0000198, modify the administrative fee and discount structure for the above listed supplier awarded under this Statewide Contract.

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

- 1. CONTRACT TERM:** The current contract term is corrected to reflect the Begin Date of 12/1/2023 and End Date of 11/30/2025 per the Standard Statewide Contract.
- 2. CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

| NEW CONTRACT TERM | |
|---|-------------------|
| Beginning Date of New Contract Term: | December 1, 2025 |
| End Date of New Contract Term: | November 30, 2026 |

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

Contract Term” unless the parties agree to renew/extend the contract for an additional period of time.

3. PRICE CHANGE LANGUAGE: In **Section 5: Cost and Pricing** of the eRFQ for SPD0000198, the contract language is hereby amended from:

“Discount percentages awarded will remain the same per subcategory throughout the term of the statewide contract, including any statewide contract’s renewals and extensions.”

to:

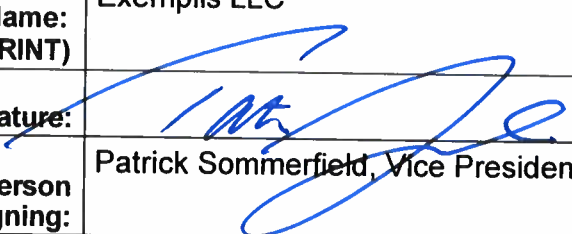
“Discount percentages awarded will remain the minimum and may be increased but never decreased through the term of the statewide contract, including any statewide contract’s renewals and extensions.”

Exhibit A of this Amendment provides an excerpt from where these changes will take place.

- 4. ADMINISTRATIVE FEE:** This statewide contract is hereby amended to revise the administrative fee from 2% to 1.25%.
- 5. PRICING:** The discount off MSRP structure offered under this Statewide Contract is hereby amended to increase across all products, categories, and subcategories to reflect the reduction in the administrative fee, as shown in **Exhibit B**.
 - a. PRICING EFFECTIVE DATE:** All price changes expressed in this amendment document will take effect as of January 1st, 2026, at 12:00am.
- 6. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and incur to the benefit of the successors and permitted assigns of the parties hereto.
- 7. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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

CONTRACTOR

| | |
|---|--|
| Contractor’s Full Legal Name: (PLEASE TYPE OR PRINT) | Exemplis LLC |
| Authorized Signature: |  |
| Printed Name and Title of Person Signing: | Patrick Sommerfield, Vice President of Finance |
| Date: | 9/23/2025 |
| Company Address: | 6415 Katella Avenue, Cypress, California, 92804 |

STATE ENTITY

| | |
|--|--|
| Authorized Signature: | <i>Jim Barnaby</i> |
| Printed Name and Title of Person Signing: | Jim Barnaby Deputy Commissioner State Purchasing Division |
| Date: | 10/15/2025 |
| Company Address: | 200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010 |

Exhibit A

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 order/ship 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 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 first year of the resulting statewide contract, unless otherwise noted in the eRFQ or statewide contract. Suppliers may request to escalate/de-escalate nationally published list prices once annually. ~~The originally awarded discount percentage off nationally published list prices will remain firm through the life of the statewide contract.~~ Discount percentages awarded will remain the minimum and may be increased but never decreased through the term of the statewide contract, including any statewide contract's renewals and extensions. 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 increase must be made 60 days prior to the end of the first 12 months or 60 days prior to contract renewal. Suppliers who do not upload a new catalog may requests a price increase by submitting justifiable market related documentation, DOAS may take other factors into consideration in the determination of approval of actual price adjustment amounts; and
6. Any additional discount(s) offered to the State must be clearly identified in Tab 5 of the Supplier's response. In the event the State is offered an additional discount, all discounts offered will be applied uniformly to all Authorized Users that meet the requirement of the discount; and

...

5.3. Catalog Updates/Price Change Request and Product Additions/Deletions

Suppliers will be allowed to submit a new catalog once annually which includes their updated pricing, the Supplier(s) new catalog will replace any Supplier(s) price increase. Suppliers who do not upload a new catalog may requests a price increase by submitting justifiable market related documentation. Requests that do not include documentation justifying the Suppliers increase request(s) may result in the request(s) being denied. DOAS will use the documentation provided by the Supplier(s) along with any relevant government indexes and benchmarking other states pricing, as the basis for the State's decision.

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. ~~Discount percentages awarded will remain the same per subcategory throughout the term of the statewide contract, including any statewide contract's renewals and extensions.~~

Discount percentages awarded will remain the minimum and may be increased but never decreased through the term of the statewide contract, including any statewide contract's renewals and extensions.

Suppliers utilizing the current publicly available list price model, are not eligible for price increases in the subcategories where the current publicly available list price model is utilized.

Suppliers will be allowed to submit product additions/deletions for awarded subcategories in their current catalogs twice (2) annually, during the months of March and September.

Exhibit B Pricing Schedule

The following is the approved discount structure for the respective products approved under the Statewide Contract for Office, Computer, and Educational Furniture with the supplier as of the date listed in the amendment document.

| Category | DOCK DELIVERY | INSIDE DELIVERY | DELIVERY & INSTALLED |
|---|---------------|-----------------|----------------------|
| C-20 Modular: Ergonomics/Accessories | 53.4% | 52.4% | 51.4% |
| C-23 Seating (1) Armless Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (2) Conference Room Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (3) Ergonomic Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (4) Executive Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (6) Guest Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (7) High Back Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (8) Mid Back Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (9) Low Back Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (10) Lounge Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (11) Side Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (12) Stackable Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (13) Task Chairs | 53.4% | 52.4% | 51.4% |
| C-23 Seating (14) Benches | 53.4% | 52.4% | 51.4% |
| C-23 Seating (15) Stools | 53.4% | 52.4% | 51.4% |

State of Georgia Statewide Standard Contract Form

| | | |
|--|--|---|
| Solicitation Title Office Computer and Educational Furniture | Solicitation Number 99999-SPD0000198 | Contract Number 99999-001-SPD0000198-0012 |
|--|--|---|

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

Exemplis LLC

(hereafter called Contractor)

| | | |
|--------------------------------------|--------------------------------------|----------------|
| 2. Contract to Begin: Nov.1, 2023 | Date of Completion: Oct. 31, 2025 | Renewals: 3 |
|--------------------------------------|--------------------------------------|----------------|

| | |
|--|------------------------------------|
| 3. Performance Bond, if any: N/A | Other Bonds, if any: N/A |
|--|------------------------------------|

| | |
|---|--|
| 4. Authorized Person to Receive Contract Notices for Agency: Donnie Treadway (donnie.treadway@doas.ga.gov) | Authorized Person to Receive Contract Notices for Contractor: Derek Cairo (dcairo@exemplis.com) |
|---|--|

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:

| |
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| Attachment 1: Statewide Contract for Goods and Ancillary Services |
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|--|
| Attachment 2: Solicitation (referenced above) |
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|--|
| Attachment 3: Contractor's Final Response |
|--|

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

6.

Contractor

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

Exemplis LLC

By (Authorized Signature)



Date Signed

November 18, 2022

Printed Name and Title of Person Signing

Patrick Sommerfield; Vice President of Finance

Address

6415 Katella Avenue, Cypress, CA 90630

7.

Agency

Agency Name

Department of Administrative Services

By (Authorized Signature)



Date Signed

8/14/2023

Printed Name and Title of Person Signing

Jim Barnaby, Deputy Commissioner, State Purchasing Division

Address

200 Piedmont Ave., S.E., STE, 1804, West Tower, 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 de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

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

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

F. CONFIDENTIAL INFORMATION

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

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

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

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

G. INDEMNIFICATION

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

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

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

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

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

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

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

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

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

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

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

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

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. If the value of this Contract is \$100,000 or more and Contractor is a company that employs more than five persons, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.
4. **Drug-free Workplace.** The Contractor hereby certifies as follows:
 - (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
 - (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

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

- (i) Contractor has made false certification here in above; or
 - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
 6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.
 7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
 8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

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

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

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.

- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
- (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

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

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
- 21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
- (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

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

- 29. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
- 30. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- 31. Delay or Impossibility of Performance.** Except for defaults of subcontractors of any tier, neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by causes beyond the control of and without the fault or negligence of such party. Examples of such causes include (i) Acts of God or the public enemy, (ii) acts of the State in either its sovereign or contractual capacity, (iii) fires, (iv) floods, (v) unusually severe weather, (vi) epidemic, pandemic, or quarantine restrictions, (vii) strikes of workers other than those of Contractor or its subcontractors, (viii) and freight embargoes. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the party the performance of which is delayed or made impossible. If delay or failure to perform results from a subcontractor's conduct, negligence, or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract unless (i) the subcontractor's delay or failure to perform is beyond the control of the Contractor and subcontractor and without the fault or negligence of either, and (ii) the subcontracted supplies or services are not available from other sources in sufficient time for contractor to meet the required delivery schedule
- 32. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

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

- 33. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

- 34. Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 35. Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
- 36. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

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



State of Georgia
STATEWIDE CONTRACT
DEPARTMENT OF ADMINISTRATIVE SERVICES
Electronic Request for Quotes (“eRFQ”)
Event Name: Office, Computer, and Educational Furniture
eRFQ (Event) Number: SPD0000198

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 Office, Computer, and Educational Furniture, including customer service, installation, and design services. 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 governmental entities subject to the State Purchasing Act, including but not limited to, certain state offices, agencies, departments, boards, bureaus, commissioners, institutions, colleges, and universities. The statewide contract(s) will also be available on a convenience basis to other Governmental entities such as state authorities, local governments, municipalities, cities, townships, counties, and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

The scope of this eRFQ is ONLY for furniture MANUFACTURERS to provide office, computer, and educational furniture by way of three distinctive delivery methods: (1) dock delivery, (2) inside facility delivery, and (3) delivery and complete installation as directed by the purchase requirements of Authorized User(s). Accordingly, the State is seeking a qualified Manufacturer/Supplier(s) that can provide and deliver the types of furniture products and ancillary services as specified in this eRFQ, geographically across the entire State. A list of NIGP codes that apply to this solicitation is included as **Attachment P**. Suppliers will be required to provide new, unused furniture products in current production. Remanufactured/refurbished or showroom products are not part of this solicitation and will not be accepted.

Any resulting contract(s) will be with MANUFACTURERS only. Although award of this statewide contract does not guarantee any specific volume of sales from Authorized Users, awarded Supplier(s) can expect significant sales volume based on historical spending patterns (outlined below in Section 1.1.1.) 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, expanded product subcategories, other enhancements, and the anticipated substantial growth in sales to local government entities. Anticipated growth in sales is due to the fact that Awarded Supplier(s) of any resulting statewide contract(s) will receive maximum exposure for their products through Team Georgia Marketplace™, the State’s e-Procurement Solution and the State Purchasing Division’s expanded emphasis in marketing.

This procurement is being sourced as a cooperative procurement. Pursuant to awarded Supplier(s) agreement, any ensuing contract(s) from this solicitation may be available for use by other states and their political subdivisions, including all state and local entities.

1.1.1. Estimated Spend

DOAS has determined through spend analysis encompassing fiscal year 2019 (July 1, 2019, through June 30, 2020), that Authorized Users of the current statewide contracts spent approximately \$47,912,849.87

annually on a furniture products and services outlined in this eRFQ. This historical spend is based on purchasing activity by Authorized Users across the state associated with the seventy-six (76) existing statewide contracts for furniture. Below is a breakdown of historical spend for the subcategories included in the eRFQ for Fiscal Year 2019.

| Category – Case Goods (Systems Furniture) Subcategories | Historical Spend (FY19) |
|---|------------------------------------|
| C1 - Case Goods - Ready to Assemble + Laminate | \$3,968,836.60 |
| C2 - Case Goods - Ready to Assemble + Steel | \$27,5461.65 |
| C3 - Case Goods - Ready to Assemble + Wood | \$632,108.21 |
| C4 - Case Goods - Ready to Use + Laminate | \$2,832,978.70 |
| C5 - Case Goods - Ready to Use + Steel | \$1,315,047.52 |
| C6 - Case Goods - Ready to Use + Wood | \$2,931,992.49 |
| Category - Modular Subcategories | |
| C7 - Modular + Bolt Down Furniture (i.e., Theatre Seating) | \$135,403.27 |
| C8 – Modular + Book Store Fixtures & Shelving System | \$89,019.74 |
| C9 - Modular + Cafeteria Tables | \$1,653,201.52 |
| C10 - Modular + Carrels/Library | \$959,455.03 |
| C11 - Modular + Classroom furniture | \$1,705,366.92 |
| C12 - Modular + Conference Room Furniture | \$1,150,121.56 |
| C13 - Modular + Demountable Movable Walls | \$154,131.13 |
| C14 - Modular + Dormitory Residential Hall/Group Home | \$632,647.37 |
| C15 - Modular + Free Standing | \$3,105,726.18 |
| C16 - Modular + Panel Supported & Related Accessories | \$5,818,840.94 |
| C17 - Modular + Filing Storage (To be mounted on Tracks for High Density Systems) – See Instructions | \$425,065.86 |
| C18 - Modular + Task Lighting/Ambient Lighting | \$72,936.91 |
| C19 – Modular + Visual Presentation System | \$128,482.39 |
| C20 – Modular + Ergonomic/Accessories – Sit-to-Stand Desktop Converters | \$1,705,287.67 |
| C21 – Modular + Outdoor Furniture | *\$976,533.05 |
| C22 – Modular + Solar Outdoor Furniture | *\$47,196.00 |
| Category – Seating Subcategories | |
| C23 – Seating (Chairs-Armless, Conference, Ergonomic, Executive, Folding, Guest, High Back, Mid Back, Low Back, Lounge, Side Chairs, Stackable, Tasks Chairs, Benches and Stools) | \$17,197,009.16 |
| | |
| Grand Total | \$47,912,849.87 |

* Outdoor furniture and Solar Outdoor furniture are not on the current contract, therefore, the spend noted above is a representative sample of a limited number of customers and does not reflect the total spend for this subcategory.

1.1.2. Small Business

The State is committed to supporting small business entities by utilizing strategies which help create opportunities for Georgia's small businesses to be part of statewide contracts. The State encourages large companies who participate 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, e.g., 1) B2B relationships with small business helps to stimulate their growth, 2) the dollars spent with small business are often recycled in the local communities where the small business resides, thus stimulating growth in the local economy, and 3) large companies who have a corporate social responsibility (CSR) program may satisfy goals of their CSR program through partnerships with small business entities.

1.2. 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.

1.3. 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. 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 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 or multiple awards. For example, this document contains phrases such as "statewide contract(s)" and "award(s)". Please refer to Section 6.4. "Selection and Award" for information concerning whether DOAS will make one award or multiple awards, DOAS reserves the right to make either depending on what is the best interest of the State.

1.4. 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 | As Published on the Georgia Procurement Registry ("GPR") | N/A |
| Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5. | 11/16/2021 | 3:00 p.m. ET |
| Bidders' Conference via Microsoft Team (Press the control key and click on "Link") Click here to join the meeting Attendance is: Optional but strongly encouraged | As Published on the GPR | See GPR |
| Responses to Written Questions | 12/3/2021 | 4:00 p.m. ET |
| Responses Due/Close Date and Time | As Published on the GPR | See GPR |
| Evaluation Completed (on or about) | [2] to {[3] Weeks after closing | N/A |

| | | |
|---|--|-----|
| Finalization of Contract Terms | [3] to [4] Weeks after Closing or Nine calendar days | N/A |
| Notice of Intent to Award* [NOIA] (on or about) | [3] to [4] Weeks after Closing | N/A |
| Notice of Award [NOA] (on or about) | 10 calendar days after NOIA | N/A |

1.5. Official Issuing Officer

Marion Morales

Mario.morales@doas.ga.gov

1.6. Definition of Terms

Please review the following terms:

Authorized Dealer: A qualified firm that has been designated by the Supplier as authorized to sell Supplier's products and perform services under the resulting statewide contract(s).

Category: A general or comprehensive defined division of products having shared characteristics

Contract Administrator: A dedicated person with the authority and ability to manage compliance with the scope, terms, and conditions for this statewide contract.

Contract Begin Date: The initial date when the statewide contract term begins, and orders may be placed utilizing the statewide contract.

Custom Made - Product made to a customer's order/design and not readily available in the Supplier's inventory.

Design Services: Design Services include but are not limited to space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, assistance with furniture selection, interior office design, and computerized installation drawings

Installation Services - Installation services include all labor required to assemble, delivery, set-up, install, and otherwise finish an office installation or remodel project.

Like Item – Able to meet or exceed form, fit, and function of the State's original product specifications. Acceptance/non acceptance of like items proposed will be determined by the State.

Manufacturer Part Number - A unique identifying reference number

OEM: Original Equipment Manufacturer of Office Furniture.

Product Series: The Supplier's generic product catalog name for a grouping or family of products.

Published Price: Most recent nationally published price list as noted in the Supplier's current Catalog.

Small Businesses: Refers to a business which is independently owned and operated with either:

Tier 1 - has 10 or fewer employees or \$1 million or less in gross receipts per year

Tier 2 - has 100 or fewer employees or \$10 million or less in gross receipts per year

Tier 3 - has 300 or fewer employees or \$30 million or less in gross receipts per year

Subcategory: A subdivision that has common differentiating characteristics within a larger category.

Manufacturers/Supplier(s) – Company that manufactures the product and currently conduct business with the State of Georgia or desire to conduct business with the State of Georgia.

Additional Discount: A percentage discount offered by the Supplier to Authorized Users for purchasing a stated dollar amount of furniture products to be delivered at one time or over a specified period.

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 for example, **Attachment B** Mandatory Requirements or **Attachment C**, Cost Workbook, etc. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFQ.

1.7. Contract Term

The initial term of the statewide contract(s) is for 2 years from the execution date of the statewide contract(s). DOAS shall have three (3) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of DOAS. Renewal will be accomplished through the issuance of Notice of Award Amendment. If the statewide contract(s), if any, resulting from the award of this eRFQ shall terminate or be likely to terminate prior to the award of a new statewide 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 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; and
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_LANDING_PAGE.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 Bidders 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 1.5 “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 Bidders Conference

The Bidders Conference or any other information session (if indicated in the schedule of events) will be held via Microsoft Team as referred in Section 1.4 “Schedule of Events” of this eRFQ. Unless indicated otherwise, attendance is not mandatory; Suppliers are to click the Microsoft Team link provided to join the pre-bid conference.

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, if awarded, DOAS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier’s responsibility. If such information is required, the Supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFQ will 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 will 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 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 Bidders' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the *Georgia Procurement Manual*. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State'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. After issuance of the Notice of Intent to Award (or the Notice of Award in the event the State does not issue the Notice of Intent to Award), or after a solicitation has been cancelled following evaluation, without intent to rebid, requests for access to public records, 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 but not limited to, cost estimates, bids, evaluation criteria, Supplier proposals, evaluation documents, negotiation documents, offers and counteroffers, and records revealing preparation to the procurement, 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. The State can assess a charge for search, retrieval, redaction, and to defray the cost of reproducing documents as permitted under O.C.G.A § 50-18-71(c)(1).

2.1.12.1. 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” and specify the statutory exemption. 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. PLEASE NOTE: Even though information (financial or other information) submitted by a Supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12.2. Submission of Redacted Copies

If Supplier considers any portion of its bid to the solicitation to be trade secret or otherwise not subject to public disclosure under the Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid, 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. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid, the State is authorized to produce the Supplier’s bid except for audited financial statements in answer to any public records request under the Georgia Open Records Act. Even though information submitted by a Supplier may be marked as “confidential”, “proprietary”, “trade secret” etc., the State will make its own determination regarding what information may or may not be withheld from disclosure. 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.

2.1.12.3. 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. A sample affidavit template is provided as **Attachment N** to this solicitation; however, use of the sample affidavit template does not guarantee that all requirements of the Open Records Act have been met. 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. Wholesale designation of a response or substantial parts of a response as “trade secrets” will not be accepted by the State. In general, the State does not consider pricing information to be trade secret. *See State Rd. & Tollway Auth. V. Elec. Transaction Consultants Corp. 306 Ga. App. 487; 702 S.E. 2d 486 (2010).*

2.1.13. Registered Lobbyists

By submitting a response to this eRFQ, the Supplier hereby certifies that the Supplier and its lobbyists follow 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 DOAS 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 DOAS’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 1.4 identifies the dates and time 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:

http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

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 all documents provided by DOAS as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

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

1. First, documents may be provided at the “Header” level of the Sourcing Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the Supplier may open and save all 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 regards 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. **Please upload your completed documents in the following location (the Header level).**

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.

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

If selected for award, the Supplier shall submit the following management reports to the DOAS identified contract administrator. 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 administrator.

3.1.1. Sales by Product Number Reports (Quarterly Sales Report)

Statewide sales by customer account number and product number, including the information: product number, product description, manufacturer name, NIGP code, merchandise class code/indicator, quantity shipped, list price or current publicly available list price, unit price, total spend, year-to-date quantity shipped, year-to-date spent, year-to-date frequency of order. The information must be provided in a flat file format. Reports will be submitted quarterly, by the twentieth (20th) calendar day of the following month at the end of the quarter.

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 meetings, 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.

Any resulting statewide contract(s) from this solicitation will be Information Only in Team Georgia Marketplace™ (See Section 4.c. below)

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 ninety (90) 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 these ninety (90) day periods.
2. Supplier will join the Jaggaer Supplier Network (JSN) and will have the option of using the Jaggaer's Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing, and images into the Jaggaer system, and view reports on catalog spend and product/pricing freshness. The Supplier

can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the JSN can be found at: www.Jaggaer.com or call the Jaggaer Supplier Network Services team at 919-659-2152.

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, punch-out or information only, 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 Authorized Users).**
 - 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 statewide 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.
 - c. **Information Only:** Information, pricing and other contract information is provided as information files only and the Authorized Users go to the Supplier(s) website or store location to order products or services.
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 1st of the month and will go into effect in the Virtual Catalog on the 1st day of the following month (i.e., file received on 1/01/21 would be effective in the Virtual Catalog on 2/01/21). Files received after the 1st of the month may be delayed up to a month (i.e., file received on 1/06/21 would be in effect in the Virtual Catalog on 3/01/21).

- 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) 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 EST on the day before a weekend or holiday, the Supplier must provide positive confirmation via phone or email on the next business day.
8. Supplier agrees that DOAS controls which statewide 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 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.
- o As products change, updated image files must be submitted to update the Virtual Catalog.
- o Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
 - o 30 pixels (H) x 70 pixels (W)
 - o 50 pixels (H) x 115 pixels (W)
 - o 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 JSN 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 JSN 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 Bidders' Conference.

3.4. State Contract Web Page

Suppliers are required to establish and maintain a dedicated State contract web page on the Internet to post approved statewide contract information. The website must be complete and fully functional within ninety (90) days of award. The Supplier's web page will be linked from the State's Team Georgia Marketplace contract web site and be dedicated to the State of Georgia. Access to this site and its' information cannot be password protected. State Purchasing reserves the right to request modifications to this web site to improve customer service to User Agencies during the life of the statewide contract. All documents, except Authorized Dealer list shall be approved by State Purchasing before posting to the web site. Failure to conform to this policy may result in suspension of the statewide contract. If the Supplier has not been previously awarded a statewide contract for products/services described in this eRFQ, a web page implementation plan must be submitted and approved by the Contract Administrator listed in the eRFQ within (30) days of the date of award. Each Supplier's State Contract Web Page must include, at a minimum, the following information:

- List of Product offering, options, and additional company information (Company History)
- Commercial Price Book, using either PDF, HTML or Excel (latest DOAS approved)
- List of prices, after discounts are applied, for products by awarded subcategory
- Ordering Instructions
- Contact information for Supplier's contract manager
- List of Servicing Authorized Dealers with current contact information
- Web page must be user friendly (minimum number of clicks and easily navigated)
- The product list offering must be strictly limited to the Supplier's awarded product/service offering.

Specifically, products and/or services not awarded to a Supplier on the resulting statewide contract should not be viewable by Authorized Users.

Supplier(s) are responsible for maintaining an updated Authorized Dealer list, there is no limit to the number of dealers a Supplier may have serviced their statewide contract. The Supplier does not need the State's approval to update their dealer list, including dealer additions and deletions.

3.5. State of Georgia Purchasing Card

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. 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 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 concerning the use of the State of Georgia PCards pursuant to this statewide contract.

3.6. 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 Supplier 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 2 percent (%). **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 1st – September 30th</i> | <i><u>October 20th</u></i> | <i><u>November 15th</u></i> |
| <i>Quarter 2</i> | <i>October 1st – December 31st</i> | <i><u>January 20th</u></i> | <i><u>February 15th</u></i> |
| <i>Quarter 3</i> | <i>January 1st – March 31st</i> | <i><u>April 20th</u></i> | <i><u>May 15th</u></i> |
| <i>Quarter 4</i> | <i>April 1st – June 30th</i> | <i><u>July 20th</u></i> | <i><u>August 15th</u></i> |

| | | | |
|-------|-------|-------|---|
| ----- | ----- | ----- | <i>30 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 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 seven (7) 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 more than 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 procurement costs from Supplier in addition to all outstanding Fees and interest.

3.7. 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 statewide 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.

3.8. Bonds and/or Letter of Credit

N/A

3.9. Marketing and Outreach

Suppliers engaging in statewide contracts are expected to incorporate marketing plans to grow their statewide contract and presence in the marketplace. Responsive Suppliers 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 hosts marketing and training trade conferences throughout the year to educate public procurement professionals on the commodities and services available on statewide contracts, also offer educational platforms to learn new techniques and best practices from state and national industry experts and provide 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 offer 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 statewide contract.

3.10. 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 Suppliers 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.

3.11. Supplier Compliance

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 and has not remedied such failure to the satisfaction of the State.

3.12. Small Business Opportunity

As noted in this RFQ Section 1.1.2. 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 Suppliers who participate in the solicitation process and are awarded a statewide contract(s), to consider forming a B-to-B relationship with a small business. If your company is awarded a statewide contract, please describe how your company would partner with a small business entity to facilitate a second-tier relationship to stimulate growth with small business. In addition, please provide a list of Georgia Small Businesses that you currently utilize in providing your business solutions. (Definition of a Georgia Small Business is found in Section 1.6 – Definition of Terms)

3.13. Bid Certification

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

1. That the electronically submitted response constitutes a bid, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding statewide 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.

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 Supplier 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 service levels and/or terms and conditions that the State expects to be satisfied by the selected Supplier. Each Supplier must indicate its willingness and ability to satisfy these requirements in the Supplier's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the State's Evaluation Team to meet its needs in all respects. Each Supplier's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Supplier General Information

Each Supplier must complete all the requested information in the electronic purchasing system entitled **Supplier's General Information Worksheet** for inclusion with their bid response.

4.3. Mandatory Requirements

As noted in the preceding section, this eRFQ contains mandatory requirements (i.e., product specifications, service or quality levels, staff requirements, experience, or license requirements, etc.) which must be met by the Supplier for the Supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eRFQ document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet, and the Cost Worksheet.

A Pass/Fail evaluation will be utilized for all mandatory requirements. 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".

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered responsive, responsible, and eligible for award, all requirements 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 in order to meet the mandatory requirement (e.g., responding “NO” that the Supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Supplier’s response, except as otherwise provided in Section 6 “Evaluation and Award” of this eRFQ. Please note some requirements may require the Supplier to provide product sheets or other technical materials.

5. Cost/Pricing

Each Supplier is required to submit pricing in the Cost Workbook (**Attachment C**) as part of their response to this eRFQ. DOAS has separated the Office, Computer, and Educational Furniture Cost Workbook into a total of six (6) tabs. There is an “Instructions Tab”, three (3) “Individual Pricing Tabs”, an “Additional Discounts Tab” and a “Website Links Tab”.

Tab 1 is the Instructions Tab, followed by three (3) individual pricing tabs (Tab 2 Case Goods, Tab 3 Modular, and Tab 4 Seating), Tab 5 is for Additional Discounts, and Tab 6 is the Website Links Tab. Each Pricing Tab (Tabs 2 - 4) have specific subcategories that contain 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 Tabs 2 - 4 for all line items within the subcategory(s) they intend to offer pricing for consideration and potential award on this eRFQ. Suppliers have the option to offer Additional Discounts on Tab 5. Finally, Tab 6 is where Supplier(s) are required to enter the Website Links for all furniture offered.

To be eligible for award, Supplier(s) must submit (1) a proposed discount % off for each delivery type (Dock Delivery, Inside Delivery, and Delivered & Installed); (2) pricing for the published MSRP for each line item within each subcategory they wish to be considered for award; and (3) item descriptions on all line items selected as “Like Items” within the desired subcategory(s) within the pricing tab.

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 order/ship 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 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 first year of the resulting statewide contract, unless otherwise noted in the eRFQ or statewide contract. Suppliers may request to escalate/de-escalate nationally published list prices once annually. The originally awarded discount percentage off nationally published 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 increase must be made 60 days prior to the end of the first 12 months or 60 days prior to contract renewal. Suppliers who do not upload a new catalog may requests a price increase by submitting justifiable market related documentation, DOAS may take other factors into consideration in the determination of approval of actual price adjustment amounts; and
6. Any additional discount(s) offered to the State must be clearly identified in Tab 5 of the Supplier’s response. In the event the State is offered an additional discount, all discounts offered will be applied uniformly to all Authorized Users that meet the requirement of the discount; and

7. 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
8. Unless expressly permitted by the eRFQ, responses containing provisions for late, or interest charges cannot be awarded a statewide contract. Suppliers must “strike through” any such provisions in printed forms and initial such revisions prior to submitting a response; 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 of Georgia 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 cost (i.e., profit, overhead, operating & administrative expenses, commissions, tariffs, transaction charges, administrative fees, etc.).

5.2. Cost Structure and Additional Instructions

DOAS’ intent is to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each Supplier’s cost be structured as directed in the eRFQ. Additional alternative cost structures will 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.

Team Georgia Marketplace™ permits DOAS to Structure the Sourcing Event to allow the Supplier to enter pricing directly into the “Enter Line Bid Responses” portion of the Event. However, if there are multiple products/services to be priced or the pricing structure is complex, DOAS has attached a Cost Workbook (**Attachment C**) for the Supplier to download, complete and then upload as part of the Supplier’s response.

Download the Cost Workbook (**Attachment C**), 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 format 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. Enter “n/a” to indicate not available or “0” if there is no charge. **Cells left blank and/or with value equal to or less than “\$0.00” will be interpreted as “NO BID” and will disqualify you from the solicitation.**

5.2.1. Subcategory Pricing (Discount Percentages Off Nationally Published Price)

The primary cost structure for this eRFQ is based on a discount percentage off the Supplier’s nationally published list prices or current publicly available list price/MSRPs (i.e., Commercial Price Book) for furniture products by delivery method. The discount percentage(s) proposed for each furniture subcategory delivery method will be used, after statewide contract award, to calculate the net purchase price(s) to be paid by Authorized Users for all furniture related products for the entire spectrum of products offered within a specific subcategory for each subcategory awarded. Accordingly, Supplier(s) must submit their most recent nationally published prices (i.e., catalog, price list, commercial price book etc.), which provides details regarding all furniture products within a product subcategory that the Supplier intends to make available for sale to Authorized Users under any resultant statewide contract award. The Supplier(s) Website Links to the associated catalogs to be entered on Tab 6 (Website Links) for Authorized Users to access the supplier’s catalog. **Submitted pricing not matching the supplier’s nationally published catalog price list may result in the bid being non-responsive and not authorized for further award consideration.**

5.2.1.1. List of Line Items Per Subcategory

Based on historical purchase volumes and purchasing habits of Authorized Users, the State has identified specific line items for each of the product subcategories. Line items included were derived

from an analysis of product offerings within a subcategory and represent samples of those types of items that were purchased more frequently as compared to other items in the product subcategory. For each line item on the subcategory list, which will be used for evaluation purposes only, Suppliers are required to submit their most recent nationally published prices inclusive of all cost (i.e., profit, overhead, operating & administrative expenses, delivery charges, transaction charges, administrative fees, etc.) and their proposed discount percentage off their nationally published price for each of the designated delivery methods (Dock Delivery, Inside Delivery and/or Delivered and Installed).

5.2.1.2. Subcategory Pricing Exceptions (Pricing with no “Inside and Installation” Delivery Method)

Categories C7 Bolt-Down, C13 Demountable Movable Walls, and C17 Filing Storage, noted in Section 5.2.1.1. above does not require discount percentages for the “Delivered and Installed” delivery method. Since these categories (C7, C13, and C17) require additional labor to be performed for installation, DOAS is not requiring a discount percentage for the “Inside and Installed” delivery option for these sub-categories. Accordingly, Suppliers must enter the discount percentages off their nationally published list price, or current publicly available list price for the Dock Delivery and Inside Delivery options ONLY.

5.2.3. Typical for Subcategories C1 thru C3 and C16 – (RTA and Panel Supported Furniture)

The State has provided a list of “typical” for subcategories C1 through C3 and C16, for ready to assemble furniture items. For each “typical” furniture item, Suppliers are required to submit their most recent nationally published price inclusive of all cost (i.e., profit, overhead, operating & administrative expenses, delivery charges, transaction charges, administrative fees, etc.) and their proposed discount percentage off their nationally published price for each of the designated delivery methods (Dock Delivery, Inside Delivery, Delivered & Installed). Additionally, for these specific subcategories, Suppliers must (1) propose furniture items that adhere to the specifications and drawings provided in “**Exhibit A**” and (2) consider the specification and drawings in “**Exhibit A**” in the formulation of their proposed discount percentages off their nationally published prices. Suppliers are also required to submit a bill of material (part number, part description, etc.) clearly identifying the parts needed to assemble the proposed furniture unit.

5.2.4. References for other Subcategories of Furniture (excludes subcategories C1 thru C3 and C16)

The State also provided “images” to be used for informational purposes only in “**Exhibit B**” for the other subcategories, excluding subcategories C1 thru C3 and C16. These images are only provided as an example for the type of furniture purchased. The Part/Model # provided in the cost workbook takes precedence over any other referenced information provided.

5.2.5. Ceiling Pricing

The prices quoted and listed in the cost bid shall be ceiling pricing (after statewide contract discount percentages are applied) and Supplier(s) are encouraged to offer further discounted pricing based on events or economies of scales such as periodic sales, quantity of furniture ordered, etc.

5.2.6. Additional Discounts

The State expects to receive additional discounts based on average order size of purchases made by Authorized Users. These additional discounts will only apply to subcategories awarded to the Supplier(s). Separate awards based exclusively on additional discounts will not be considered. Therefore, Supplier(s) are encouraged to submit a single additional discount percentage for each order size range identified in the cost worksheet. The single additional discount percentage for each order size range will apply to any/all product orders made under any resultant statewide contract and will remain constant throughout the term of the statewide contract and any renewal and extension options. The State is also providing an opportunity for Suppliers to propose any other additional discounts i.e. (Promotions, Sales, Close Outs) that they desire to offer in response to this eRFQ. These discounts only apply to new furniture. Suppliers should provide a general description of the additional discount to include how it is to be applied in addition to the actual discount percentage(s) or discount structure.

Purchasing habits associated with the frequency of purchase by specific delivery method for these sub-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 by type of delivery method that will be ordered under any resultant statewide contract, they provide a reliable forecast of the anticipated purchase frequency by type of delivery method on which (1) DOAS will consider in evaluation of bid prices and (2) Suppliers should strongly consider in the development of their discount percentages. The State expects Supplier(s) to submit their most aggressive and competitive discount percentages off their nationally published prices. Supplier proposed and awarded subcategory discount percentages off their nationally published prices for each delivery option will apply to all furniture products made available for sale under any resultant statewide contract and remain constant throughout the term of the statewide contract and any renewal options.

5.3. Catalog Updates/Price Change Request and Product Additions/Deletions

Suppliers will be allowed to submit a new catalog once annually which includes their updated pricing, the Supplier(s) new catalog will replace any Supplier(s) price increase. Suppliers who do not upload a new catalog may request a price increase by submitting justifiable market related documentation. Requests that do not include documentation justifying the Suppliers increase request(s) may result in the request(s) being denied. DOAS will use the documentation provided by the Supplier(s) along with any relevant government indexes and benchmarking other states pricing, as the basis for the State's decision. 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. Discount percentages awarded will remain the same per subcategory throughout the term of the statewide contract, including any statewide contract's renewals and extensions. Suppliers utilizing the current publicly available list price model, are not eligible for price increases in the subcategories where the current publicly available list price model is utilized.

Suppliers will be allowed to submit product additions/deletions for awarded subcategories in their current catalogs twice (2) annually, during the months of March and September.

5.4. Suppliers Providing Quotes

Supplier(s) must provide quotes to the Authorized User(s) with the product list price or current publicly available list price, discount, price after discount, Statewide contract number and commodity code. (UNSPSC).

5.5 Things to Remember when Responding to Bids

This document (**Attachment K**) provides information that the Supplier(s) may find helpful when preparing their bid submission.

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. 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 6.6. "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". 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, the State will determine if the deviation is material. A material deviation will 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 subcategory level (as applicable) relative to other responses/bids.

In the event DOAS elects to consider awarding to more than one Supplier by subcategory, 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 Total Evaluated Price for that subcategory 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 the top 3 Suppliers with the lowest Supplier's Proposed Bid Price per subcategory, award to multiple Suppliers, or award to a similar number of Suppliers for each subcategory that is consistent with the number of Suppliers awarded on the current statewide contract. The primary basis for award decisions is to ensure statewide coverage and a variety of Suppliers and products to Authorized Users.

6.4.1. 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.

6.4.2. 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 Suppliers' resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers' resident therein over Suppliers' resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

6.4.3. Most Frequently Utilized Delivery Option

DOAS has identified the most frequently utilized delivery option by our State Authorized Users. All three delivery options have been weighted and included in the pricing formula; a higher value weighting was assigned to the most frequently utilized delivery option.

6.4. Selection and Award

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.

Single or Multiple Award

Any statewide contract award(s) resulting from the eRFQ will be made to the lowest Supplier Proposed Bid Price per subcategory, responsive, and responsible Supplier(s) meeting all specifications and 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 of Georgia.

6.5. 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(s) for review.

6.6. 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 statewide contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The statewide contract that DOAS expects to award will be based on the eRFQ, the successful Supplier’s final response as accepted by DOAS and the statewide 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, written clarifications, and any other terms deemed necessary by DOAS, except that no objection or amendment by the Supplier to the eRFQ requirements or the statewide contract terms and conditions shall be incorporated by reference into the statewide contract unless DOAS has explicitly accepted the Supplier’s objection or amendment in writing.

Please review DOAS’ 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 identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the Supplier. DOAS reserves the right to proceed to discussions with the next best ranked Supplier.

DOAS reserves the right to modify the statewide contract to be consistent with the apparent successful bid, and to negotiate other modifications with the apparent successful Supplier. 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 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.

1. **Attachment A** - Statewide eRFQ (this document)
2. Special terms (if any) from (reference Section 1.7.) "Definition of Terms" of this eRFQ
3. **Attachment B** - Mandatory Response Worksheet from (reference Section 4.3.) of this eRFQ **(Complete and Upload this document)**
4. **Attachment C** – Cost Worksheet (referenced Section 5) "Cost/Pricing **(Complete and Upload this document)**
5. **Attachment D** – W-9 Form, updated 2018 Version **(Complete and Upload this document)**
6. **Attachment E** – "Supplier Q & A Template" (Use this document to submit questions)
7. **Attachment F** - State Contract Terms and Conditions from Section 7 "Contract Terms and Conditions" of this eRFQ **(Sign and Upload this document if no exceptions)**
8. **Attachment G** – Contract Exception Form **(Complete and Upload this document)**
9. **Attachment H** – E-Verify Affidavit **(Complete and Upload this document)**
10. **Attachment I** – Tax Compliance Form **(Complete and Upload this document)**
11. **Attachment J** – Supplier Quarterly Sales Report Template (reference Section 3.6.)
12. **Attachment K** – Things to Remember when Responding to a Bid (reference Section 5.5.)
13. **Attachment L** - Certificate of Non-Collusion **(Complete, Sign, and Upload this document)**
14. **Attachment M** – Georgia Regional Map
15. **Attachment N** - Sample Trade Secret Affidavit.docx **(Upload if applicable)**
16. **Attachment O** – "Contracting with State Entities"
17. **Attachment P** – List of NIGP Codes
18. **Exhibits A and B -Typical/Images**