



Statewide Contract Information Sheet

Statewide Contract Number	99999- SPD0000100-0002	NIGP Code	See NIGP Tab
Name of Contract	Office, Computer, and Education		
Effective Date	2/3/2015	Expiration Date	2/2/2024
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Vendor Information Sheet

Contract Information			
Statewide Contract Number	99999-SPD0000100-0002		
PeopleSoft Vendor Number	0000152522	Location Code	
Vendor Name & Address			
AFFORDABLE INTERIOR SYSTEMS, INC. 25 Tucker Drive Leominster, MA 01453			
AWARDED CATEGORY: C1 CASE GOODS RTA LAMINATE, C4 CASE GOODS RTU LAMINATE, C9 MODULAR CAFETERIA TABLES, C18 MODULAR PANEL SUPPORTED, C25 LOW BACK CHAIRS			
Contract Administrator: (Helen Woods)			
25 Tucker Drive Leominster, MA 01453 p. 978 562 7500 f. 978 562 0811 e. hwoods@ais-inc.com			
Contact Details			
Ordering Information	Orders may be placed via Team Georgia Marketplace		
Remitting Information	25 Tucker Drive Leominster, MA 01453		
Delivery Days			
Discounts			
Payment Terms	Net 30 Days		
Bid Offer includes	State and Local Government		
Acceptable payment method	Vendor will accept Purchase Orders and Purchasing Cards under this contract as permitted by current policies governing the Purchasing Card program.		

Ordering Instructions

Customers not on Team Georgia Marketplace (TGM) can place orders by either of the following methods:

1. Follow this link to obtain registration information if this is your first time on the website:
<https://www.ais-inc.com/resources/government-and-contracts/state-of-georgia/>
2. Phone orders may be placed by dialing: The Suppliers phone number
3. Purchase Orders may be faxed to: The Supplier(s) fax number Customers transitioned onto Team Georgia Marketplace (TGM) should follow the instructions outlined in the TGM training materials.

Category + Subcategory
C1 - Case Goods - Ready to Assemble + Laminate
C2 - Case Goods - Ready to Assemble + Steel
C3 - Case Goods - Ready to Assemble + Wood
C4 - Case Goods - Ready to Use + Laminate
C5 - Case Goods - Ready to Use + Steel
C6 - Case Goods - Ready to Use + Wood
C7 - Modular + Bolt Down Furniture (i.e. Classroom Tables)
C8 – Modular + Book Store Fixtures
C9 - Modular + Cafeteria Tables
C10 - Modular + Carrels/Library
C11 - Modular + Classroom furniture
C12 - Modular + Outdoor Furniture - No Response received for this Category
C13 - Modular + Computer/LAN Storage
C14 - Modular + Conference Room Furniture
C15 - Modular + Demountable Movable Walls
C16 - Modular + Dormitory Residential Hall/Group Home
C17 - Modular + Free Standing
C18 - Modular + Panel Supported & Related Accessories
C19 - Modular + Filing Storage (To be mounted on Tracks for High Density Systems)
C20 - Modular + Shelving System
C21 - Modular + Task Lighting/Ambient Lighting
C22 - Modular + Technical Furniture (work benches, Mobile Carts, Book Trucks)

C23 – Modular + Visual Presentation System
C24 – Modular Accessories
C25 – Seating + General (Chairs-Armless, Conference, Ergonomic, Executive, Folding, Guest, High Back, Mid Back, Low Back, Lounge, Side, Stackable, & Tasks, Benches, Stools)
C26 – Value Added Case Goods – Ready to Use
C27 – Valued Added Modular + Filing
C28 – Valued Added Seating + Chairs Armless, Ergonomic, Executive, Guest, High Back, Mid Back, Low Back, Stackable)

NIGP CODES

- 42008 --- Cafeteria Furniture, Chairs and Tables**
- 42059 --- Lounge Furniture, Upholstered**
- 42060 --- Lounge Furniture, Steel, Indoor**
- 42062 --- Lounge Furniture, Indoor: Fiberglass, Plastic, etc. 42063 --- Lounge Furniture, Outdoor: Fiberglass, Plastic, Aluminum, etc.**
- 42064 --- Lounge Furniture, Indoor, Wood**
- 42084 --- Schoolroom Furniture, Metal: Cabinets, Chairs, Desks, etc.**
- 42086 --- Schoolroom Furniture; Plastic, Polypropylene, Fiberglass Type: Cabinets, Chairs, Desks, etc.**
- 42088 --- Schoolroom Furniture, Wood: Cabinets, Chairs, Desks, etc.**
- 42094 --- Toddler and Child Size Furniture**
- 42517 --- Data Processing Furniture, Metal and Plastic (For Storage Cabinets See Item 87)**
- 42009 --- Cafeteria Furniture, Booths**
- 42518 --- Data Processing Office Furniture, Wood (Not Storage Cabinets**
- 42548 --- Furniture, Office (Custom Made)**
- 42558 --- Plastic, Polypropylene, Fiberglass Office Furniture: Chairs, Desks, Tables, etc.**
- 42577 --- Safety Step Stepladders (For Office Use)**
- 42583 --- Stands, Office Equipment and Machines**
- 42594 --- Work Stations, Modular, Systems Furniture**
- 45035 --- Glides, Furniture**
- 42013 --- Children's Furniture (Incl. Stackable Types) (See 41054 for Hospital Types)**
- 42016 --- Dormitory Furniture, Metal: Wardrobes, Beds, Bunk beds, Desks, etc.**
- 42018 --- Dormitory Furniture, Plastic: Wardrobes, Beds, Bunk beds, Desks, etc.**
- 42020 --- Dormitory Furniture, Wood: Wardrobes, Beds, Bunk beds, Desks, etc.**
- 42030 --- Furniture, General (Custom Made)**
- 42044 --- Institutional Furniture, All Types**
- 42056 --- Library Furniture: Book Trucks, Card Cabinets, Carrels, Chairs, Curb**

41555 --- Furniture, Laboratory (Custom Made)
42040 --- Household Furniture, General Line
41513 --- Cabinets, Storage, Floor and Wall
41539 --- Casework, Metal
42048 --- Library Shelving, Metal
42052 --- Library Shelving, Wood
42096 --- Work Benches, Shop Desks and Tables
42503 --- Bookcases and Bookshelves, Metal and Wood
42506 --- Chairs, Metal
42507 --- Chairs, Wood
42511 --- Counter, Work
42513 --- Credenza Unit, Metal
41540 --- Casework, Wood
42514 --- Credenza Unit, Wood
42520 --- Desks and Tables, Metal
42521 --- Desks and Tables, Wood

NIGP CODES

42541 --- Filing Cabinets, Wood: Card, Lateral, Legal, and Letter
42549 --- Hutches for Desks, Credenzas, etc.
42553 --- Lockers, Storage (For Coats, Hats and Baggage) 42554
--- Modular Panel Systems, (With Metal Connecting
Mechanism)
42556 --- Partitions, Free Standing, All Types, Stock Sizes
42587 --- Storage Cabinets, Data Processing
41585 --- Stools, Laboratory
42011 --- Casework and Cabinets, Custom, All Types
42024 --- Folding Chairs, Tables, and Chair Trucks, Metal
42028 --- Folding Chairs and Tables, Wood

Contract Renewal: 02/03/2019-02/02/2020
Contract Extension: 02/03/2020-02/02/2021
Contract Extension 2: 2/3/2021 - 2/2/2022
Contract Extension 3: 2/3/2022 - 2/2/2023
Contract Extension 4: 2/3/2023 - 2/2/2024

DOAS CONTRACT INFORMATION

Name: Emily Harris
Contract Management Specialist
Phone: 470-668-2663
Email: emily.harris@doas.ga.gov

Procurement Help Desk
Telephone: 404-657-6000
Email: procurementhelp@doas.ga.gov

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

1490862
Federal Work Authorization User Identification Number

09/28/2022
Date of Authorization


Affordable Interior Systems, Inc. (AIS)
Name of Contractor

SWC 99999-001-SPD0000100-0002 Extension to 2024
Name of Project

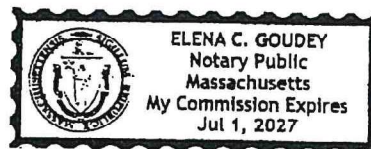
Affordable Interior Systems, Inc. (AIS)
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

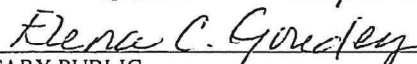
Executed on SEP 27, 2022 in Leominster (city), MA (state).


Signature of Authorized Officer or Agent

Bryan Poist, CFO
Printed Name and Title of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 28th DAY OF September, 2022.


NOTARY PUBLIC
My Commission Expires: July 1, 2027

**State of Georgia
Statewide Standard Contract Form**

Solicitation Title Office Computer & Educational Furniture	Solicitation Number 99999-SPD0000100	Contract Number 99999-001-SPD0000100-0002
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1. This Contract is entered into between the Agency and the Contractor named below:

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

Contractor's Name
AFFORDABLE INTERIOR SYSTEMS INC
(hereafter called Contractor)

2. Contract to Begin: February 2, 2015	Date of Completion: January 31, 2017	Renewals: 3
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Authorized Person to Receive Contract Notices for Agency: Mario Morales	Authorized Person to Receive Contract Notices for Contractor:
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5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

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

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

6. **Contractor**

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

Affordable Interior Systems, Inc.

By (Authorized Signature)



Date Signed

12/30/14

Printed Name and Title of Person Signing

Bryan Poist - CFO

Address

4 Bonazzoli Ave. Hudson, MA 01749

7. **Agency**

Agency Name
Department of Administrative Services

By (Authorized Signature)



Date Signed

1/13/2015

Printed Name and Title of Person Signing

MARIO MORALES - CATEGORY MANAGER

Address

200 PIEDMONT AVE, S.E. ATLANTA, GA 30334



OFFICE, COMPUTER, & EDUCATIONAL FURNITURE

Cost Sheet General Instructions

Guidelines for Completion of Product Specification Worksheet:

Please do not change the format of this spreadsheet in any way. Supplier must enter information in the cells highlighted in yellow ONLY:

Supplier Name:

↑↑↑ PLEASE ENTER SUPPLIER/COMPANY NAME ↑↑↑

The State of Georgia requires that Supplier(s) propose cost/pricing for ALL line items within each subcategory in which an AWARD is desired.

The Cost Workbook is separated into six (6) individual 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.

In order to be eligible for contract award, Supplier(s) must provide ALL required product information and proposed pricing for ALL line items within the desired subcategory. See Sections 5 & 6 of the eRFQ for detailed award eligibility requirements. Specifically, Suppliers are required to complete ALL cells highlighted in YELLOW (Columns F, G, H, I, J, K, L, and M) for any subcategory for which a Supplier desires to make products available for sale under any resultant contract. Suppliers have the option (Column F) of proposing an exact match or a like item equivalent product for the product specified by DOAS. If the Supplier is proposing the exact product, choose the option (EXACT MATCH) from the drop-down list in Column (F) and Columns (G) thru (I) will automatically populate. If the Supplier is proposing an equivalent product, choose the option (LIKE ITEM) from the drop-down list in Column (F) and provide the Manufacturer Name, Part Number, and Item Description. Please note that any product recommended as a "Like-Item" equivalent must be a CLOSE SUBSTITUTE of similar form, fit and function AND provide an EQUAL or GREATER QUALITY than the exact match specified. **THE WORKSHEET CELLS (within in Columns K, L, M, and N) WILL AUTO COMPUTE AND TURN BLUE WHEN REQUIRED PRICING IS PROVIDED.**

FOR SUBCATEGORIES: C-1 CASEGOODS: RTA LAMINATE, C-2 CASEGOODS: RTA STEEL, C-3 CASEGOODS: RTA WOOD, and C-16 MODULAR: PANEL SUPPORTED & RELATED ACCESSORIES

THE TYPICALS PROVIDED IN "Exhibit A" CONTAIN MANDATORY INFORMATION TO RESPOND TO THE FOLLOWING SUBCATEGORIES WITHIN THIS COST WORKBOOK. THE SUBCATEGORIES ARE: C-1 CASEGOODS: RTA LAMINATE; C-2 CASEGOODS: RTA STEEL; C-3 CASEGOODS: RTA WOOD; and C-16 MODULAR: PANEL SUPPORTED & RELATED ACCESSORIES. PLEASE NOTE THAT THERE IS NOT AN OPTION FOR "EXACT" or "LIKE-ITEM" EQUIVALENT WITHIN THESE SECTIONS. SUPPLIER(S) ARE REQUIRED TO COMPLETE ALL SECTIONS IN YELLOW WITH THE APPROPRIATE INFORMATION.

FOR ALL OTHER SUBCATEGORIES "Exhibit B" WITH TYPICALS AND/OR IMAGES HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

PRODUCT SPECIFICATION

Column Heading	Description
LINE ITEM #	Preassigned sequentially numbered identifier for each line item within a category or subcategory
MANUFACTURER NAME	Name that identifies the MANUFACTURER or PRODUCER of the product specified by DOAS
PART/MODEL #	Numeric or Alpha-numeric product identifier assigned by the MANUFACTURER or PRODUCER of the product specified by DOAS
ITEM DESCRIPTION	Narrative description of the product specified by DOAS
HISTORICAL QUANTITY	Quantity of a product line item purchased annually by Authorized Users based on an analysis of historical or projected purchasing activity

SUPPLIER PROPOSED

Column Heading	Description
EXACT MATCH OR LIKE ITEM (DROPDOWN)	For each line item specified by DOAS by brand name and part number, the Supplier must indicate whether their proposed product is an "Exact Match" or a functionally equivalent "Like Item" by selecting either "Exact Match" or "Like Item" (functional equivalent) from the dropdown menu. A like item equivalent is defined as being a close substitute, of the same or similar form, fit and function which provides an EQUAL or GREATER quality/value than the item specified. All proposed like item equivalents are subject to approval by the State (see Section 5 of the eRFQ for additional details and instructions for proposing like-item equivalent products)
MANUFACTURER NAME	Name that identifies the MANUFACTURER or PRODUCER of the product
PART/MODEL #	Numeric or Alpha-numeric product identifier assigned by the MANUFACTURER or PRODUCER of the product
ITEM DESCRIPTION	Narrative description of the product
PUBLISHED MSRP	Suppliers are required to enter the retail (undiscounted) unit price based on the price proposed by the Supplier ; as stated in the Supplier's most current commercial publication/e-publication (Manufacturer Catalog, Private Label Catalog, Commercial Price Book, Website... etc.) or as otherwise nationally advertised or customarily sold to the general public in the commercial market
SUPPLIER PROPOSED DISCOUNT % OFF BY DELIVERY TYPE	Suppliers are required to propose a single discount percentage for each of delivery type (DOCK DELIVERY, INSIDE DELIVERY, and DELIVERED & INSTALLED) based on the designated category/subcategory. The percentage discount for each delivery type will be representative of the Discount Percentage off the Supplier's Published List Price to be used in the calculation of the Discounted Unit Price for a line item. Only one (1) discount percentage can be proposed for each delivery type and that same percentage will be applied to all product line items listed within the subcategory.
PROPOSED DISCOUNTED UNIT PRICE (based on above %)	Computed Value - representative of the Supplier Proposed Unit Price for a line item based on the designated discount percentage by delivery type. This computation is based on the following formula- the Supplier provided Published List Price is multiplied by the Supplier Proposed Discount Percentage Off by Delivery Type for the subcategory, to determine the amount to be deducted (discount amount) from the Published MSRP. This discount amount is subtracted from the Published List Price to determine the Supplier Proposed Unit Price (based on above %) for the line item
EXTENDED LINE ITEM PRICING	Computed Value - equal to the Supplier Proposed "Discounted Unit Price" (based on delivery type) multiplied by the "Estimated Annual Quantity" and representative of the Supplier Proposed Total Annual Price for the line item
SUPPLIER PROPOSED BID PRICE PER SUBCATEGORY	Computed Value - equal to the sum of the Subtotals for each pricing structure within a subcategory which will be used for comparison among other offers in the determination of contract award. IT SHOULD BE NOTED that once ALL REQUIRED Supplier proposed pricing information has been properly entered for a line item, the computed value (i.e. Discount Unit Price, Extended Annual Price) cells will automatically compute. IMPORTANT NOTE: In order to be eligible for award the cell representative of the "Supplier Proposed Bid Price" per subcategory must contain a numeric value

Contract ID	Vendor ID	Short Vendor Name	Vendor Name	Suppliers Website
99999-001-SPD0000100-0001	0000017153	ADDENFURNI-001	ADDEN FURNITURE INC	http://www.addenfurniture.com/government-contracts/georgia.html
99999-001-SPD0000100-0002	0000152522	AFFORDABLE-012	AFFORDABLE INTERIOR SYSTEMS INC	https://www.ais-inc.com/resources/gsa/state-of-georgia/
99999-001-SPD0000100-0003	0000117687	AGATI-001	AGATI INC	http://www.agati.com/contracts-georgia/
99999-001-SPD0000100-0004	0000094194	AMERICANSE-004	AMERICAN SEATING COMPANY	http://www.americanseating.com/architectural/government-contracts/georgia-contract-swc-spd0000100
99999-001-SPD0000100-0005	0000555742	AMTABMANUF-001	AMTAB MANUFACTURING CORPORATION	http://www.georgia.amtab.net
99999-001-SPD0000100-0006	0000280286	ANTHROINTE-001	ANTHRO INTERNATIONAL	www.sitmatic.com
99999-001-SPD0000100-0007	0000251908	ARCADIACHA-001	ARCADIA CHAIR COMPANY	www.arcadiacontract.com/contracts/ga.php
99999-001-SPD0000100-0008	0000555694	ARTOPEX-001	ARTOPEX INC	http://1drv.ms/1uLF92C
99999-001-SPD0000100-0009	0000555632	AURORASTOR-001	AURORA STORAGE PRODUCTS INC	http://www.aurorastorage.com/ga-contract
99999-001-SPD0000100-0010	0000005072	BLOCKHOUSE-001	BLOCKHOUSE COMPANY INC	http://www.blockhouse.com/info.php?case=Georgia_Contract
99999-001-SPD0000100-0011	0000082273	BORROUGHS-001	BORROUGHS CORPORATION	http://www.borroughs.com/Other/GovernmentContracts/GeorgiaStateContract.aspx
99999-001-SPD0000100-0012	0000005080	BRODART-002	BRODART COMPANY	
99999-001-SPD0000100-0013	0000555702	BUSHINDUST-001	BUSH INDUSTRIES INC	www.bbffits.com/Markets.aspx
99999-001-SPD0000100-0014	0000529660	BUTLERWOOD-001	BUTLER WOODCRAFTERS INC	http://www.butlerwoodcrafters.com/gadoas-butlerwoodcrafters.html
99999-001-SPD0000100-0015	0000555619	CHERRYMANI-001	CHERRY MAN INDUSTRIES INC	www.cherrymanindustries.com
99999-001-SPD0000100-0017	0000047978	CFGROUP-001	COMMERCIAL FURNITURE GROUP INC	https://www.falconproducts.com/georgia-state-contract.html
99999-001-SPD0000100-0018	0000100207	DARRANFURN-001	DAR RAN FURNITURE INDUSTRIES	http://darranga.com
99999-001-SPD0000100-0019	0000004996	DAUPHINNOR-001	DAUPHIN NORTH AMERICA	http://www.dauphin.com/home.html and http://www.valofurniture.com/
99999-001-SPD0000100-0020	0000017037	DAVIDEDWAR-001	DAVID EDWARD COMPANY	
99999-001-SPD0000100-0021	0000555621	DIRTTENVIR-001	DIRTT ENVIRONMENTAL SOLUTIONS INC	http://shemekapetway.x10host.com/index.html
99999-001-SPD0000100-0022	0000008191	DITTOALES-001	DITTO SALES INC	www.versteel.com/contracts/state-school/#georgia
99999-001-SPD0000100-0023	0000334381	DUBOISWOOD-001	DUBOIS WOOD PRODUCTS INC	
99999-001-SPD0000100-0024	0000329622	EGANVISUAL-002	EGAN VISUAL INTERNATIONAL INC	http://www.egan.com/#!state-of-georgia/c7k
99999-001-SPD0000100-0025	0000196610	EISYS-001	EISYS INC	www.eisys-inc.com/StateofGeorgia
99999-001-SPD0000100-0026	0000288668	ENCORESEAT-001	ENCORE SEATING INC	www.encoreseating.com
99999-001-SPD0000100-0027	0000555629	ENWORK-001	ENWORK	http://enwork.com/government/georgia-oecf/
99999-001-SPD0000100-0028	0000181484	ERGINTERNA-001	ERG INTERNATIONAL	http://www.erginternational.com
99999-001-SPD0000100-0029	0000008086	EXEMPLIS-001	EXEMPLIS CORPORATION	http://www.sitonit.net/tools_mainpage/contracts/georgia/gadepofadminservices.html
99999-001-SPD0000100-0030	0000004765	FEHALEMFG-001	F E HALE MFG CO	http://halesince1907.com/Georgia_State_Contract.cfm
99999-001-SPD0000100-0031	0000555622	FAIRWAYHOL-001	FAIRWAY HOLDINGS	http://bercoga.com
99999-001-SPD0000100-0032	0000100510	GLOBALINDU-003	GLOBAL INDUSTRIES SOUTHEAST INC	http://www.globalindustries.com/Georgia/Georgia06.htm
99999-001-SPD0000100-0033	0000555700	GREENEMFG-001	GREENE MFG INC	http://www.greenemfg.com/menu_page.php?id=36
99999-001-SPD0000100-0034	0000100242	GROUPLACAS-002	GROUP LACASSE	
99999-001-SPD0000100-0035	0000008567	HAWORTH-001	HAWORTH INC	http://mosaic2.haworth.com/stateofgeorgia
99999-001-SPD0000100-0036	0000008494	HERMANMILL-001	HERMAN MILLER INC	https://www.hermanmiller.com/hmi/myportal/customers!/ut/p/c5/dYzNjolwFEafxSe4tx0sl2XV2or8VQwqm4aFGkSBqCH
99999-001-SPD0000100-0037	0000555634	HI5FURNITU-001	HI5 FURNITURE	http://hi5furniture.com/georgia-contract/
99999-001-SPD0000100-0038	0000019141	HIGHMARK-001	HIGHMARK	http://www.highmarkergo.com/webroot/state_contract_ga.php
99999-001-SPD0000100-0039	0000016847	HLFFURNITU-001	HLF FURNITURE INC	www.hlffurniture.com/gacontract1.htm
99999-001-SPD0000100-0040	0000139844	HUMANSCALE-001	HUMANSCALE CORPORATION	www.humanscale.com/georgia
99999-001-SPD0000100-0041	0000555633	HYEROFFICE-001	HYER OFFICE FURNITURE INC	http://hyerusa.com/page14/contracts.html
99999-001-SPD0000100-0042	0000555628	IMFSOLUTIO-001	IMF SOLUTIONS LLC	
99999-001-SPD0000100-0043	0000008180	INFURNITUR-001	INDIANA FURNITURE INDUSTRIES	http://www.indianafurniture.com/georgiagov
99999-001-SPD0000100-0044	0000234849	INSCAPE-001	INSCAPE	http://inscapesolutions.com/2012/state-of-georgia/
99999-001-SPD0000100-0045	0000198622	INTEGRA-001	INTEGRA INC	http://integraseating.com/contractsGeorgia.html
99999-001-SPD0000100-0046	0000010527	ISE-001	INTERNATIONAL SOURCE FOR ERGONOMICS	www.ise-group.com
99999-001-SPD0000100-0048	0000008182	JASPERSEAT-001	JASPER SEATING CO	www.jaspergroup.us.com
99999-001-SPD0000100-0049	0000016549	JOHNSAVOY-001	JOHN SAVOY & SON INC	http://www.savoyfurniture.com/georgia-state-contract/
99999-001-SPD0000100-0050	0000555631	JRTENTERPR-001	JRT ENTERPRISES LLC	
99999-001-SPD0000100-0051	0000009133	JSJFURNITU-003	JSJ FURNITURE CORPORATION	http://www.izyplus.com/gsa--state-contracts/izyplus-state-contracts/fixtures-georgia-contract.aspx
99999-001-SPD0000100-0052	0000289420	KEILHAUER-001	KEILHAUER LTD	http://www.keilhauer.com/company/government-contracts/georgia.html

99999-001-SPD0000100-0053	000008204	KIMBALLINT-001	KIMBALL INTERNATIONAL MARKETING INC	http://www.kimballoffice.com/industry/govtState.aspx?sID=34
99999-001-SPD0000100-0054	0000555626	KLNMANUFAC-001	KLN MANUFACTURING	
99999-001-SPD0000100-0055	0000004695	KNOLL-001	KNOLL INC	http://georgia.knoll.com
99999-001-SPD0000100-0056	0000008607	KRUEGERINT-001	KRUEGER INTERNATIONAL INC	https://k2.ki.com/punchoutdev/category.asp?duns=20431
99999-001-SPD0000100-0057	0000016181	KRUGFURNIT-002	KRUG FURNITURE INC	www.krug.ca
99999-001-SPD0000100-0058	0000555701	LEEDERFURN-001	LEEDER FURNITURE LLC	http://www.leederfurniture.com/#!georgia/c1nwz
99999-001-SPD0000100-0059	0000555625	LELANDINTE-001	LELAND INTERNATIONAL	
99999-001-SPD0000100-0060	0000555624	LIAT-001	LIAT	www.liatfurniture.com
99999-001-SPD0000100-0061	0000280896	MARVELGROU-001	MARVEL GROUP INC	http://www.marvelgroup.com/index.php/state-of-georgia-contract
99999-001-SPD0000100-0062	0000286497	MAXONFURNI-001	MAXON FURNITURE INC	http://maxonfurniture.com/gsa/georgia.aspx
99999-001-SPD0000100-0063	0000152504	MAYLINEGRO-001	MAYLINE GROUP INC	http://www.mayline.com/georgiacontract/
99999-001-SPD0000100-0064	0000491815	MEUBLESFOL-001	MEUBLES FOLIOT INC	http://www.foliot.com/en/georgia-state-contract
99999-001-SPD0000100-0065	0000555620	MILLERATWO-001	MILLER AT WORK LLC	
99999-001-SPD0000100-0066	0000555627	MJINDUSTRI-002	MJ INDUSTRIES INC	www.gamjindustries.com
99999-001-SPD0000100-0067	0000504458	MOBILERDEB-001	MOBILER DE BUREAU LOGIFLEX INC	www.logiflex.ca/ga-contract
99999-001-SPD0000100-0068	0000004172	MODUFORM-001	MODUFORM INC	http://moduform.com/georgia.html
99999-001-SPD0000100-0069	0000485508	NATLOFFICE-003	NATIONAL OFFICE FURNITURE INC	http://www.nationalofficefurniture.com/app/static/stlocalgeorgia.aspx
99999-001-SPD0000100-0070	0000212949	NEUTRALPOS-002	NEUTRAL POSTURE INC	http://www.neutralposture.com/state-contracts/Georgia/
99999-001-SPD0000100-0071	0000016203	NEWENGLAND-002	NEW ENGLAND WOODCRAFT INC	
99999-001-SPD0000100-0072	0000099755	NOVASOLTIO-001	NOVA SOLUTIONS	www.novadesk.com
99999-001-SPD0000100-0073	0000152529	NOWSEATING-001	NOW SEATING	http://allseating.com/node/19350
99999-001-SPD0000100-0074	0000555696	OFFICEMAST-001	OFFICE MASTER INC.	http://officemaster.com/gastate/
99999-001-SPD0000100-0075	0000211198	OFSSALES-001	OFS SALES CORP	
99999-001-SPD0000100-0076	0000355342	PALMERHAMI-001	PALMER HAMILTON LLC	
99999-001-SPD0000100-0077	0000413542	PAOLIINC-001	PAOLI INC	www.paoli.com/georgia
99999-001-SPD0000100-0078	0000205172	RTLONDON-001	R T LONDON COMPANY	http://www.rtlondon.com/state-of-georgia-contract
99999-001-SPD0000100-0079	0000004815	SEATING-001	SEATING INC	http://www.seatingincstateofgeorgia.com
99999-001-SPD0000100-0080	0000128837	SICONORTHA-001	SICO NORTH AMERICA	WWW.SICOINC.COM/GA
99999-001-SPD0000100-0081	0000204616	SMITHSYSTE-001	SMITH SYSTEM	http://smithsystem.com/about-us/contracts/georgia-state-contract/
99999-001-SPD0000100-0082	0000093417	SWCONTRACT-001	SOUTHWEST CONTRACT	http://www.swcontract.com/state-contracts/state-of-georgia-contract
99999-001-SPD0000100-0083	0000097152	SPACESAVER-001	SPACESAVER STORAGE SYSTEMS INC	http://www.spacesaver.com/contracts/contracts-state-of-georgia/
99999-001-SPD0000100-0084	0000555635	SPECFURNIT-002	SPEC FURNITURE	http://specfurniture.com/contract/contract-99999-spd0000100
99999-001-SPD0000100-0085	0000152474	STEELCASE-001	STEELCASE INC	http://stateofgeorgia.ebusiness.wpengine.com
99999-001-SPD0000100-0086	0000287815	SYMPHONYFU-001	SYMPHONY FURNITURE LLC	http://www.symphonyga.com/
99999-001-SPD0000100-0087	0000251380	TEKNION-002	TEKNION LLC	http://georgia.teknioninfo.com
99999-001-SPD0000100-0088	0000008229	ALLSTEEL-001	THE ALLSTEEL COMPANY INC	http://cms.allsteeloffice.com/About-Us/Markets-We-Serve/State-and-Local/Georgia/
99999-001-SPD0000100-0089	0000555692	BRILL-001	THE BRILL COMPANY INC	
99999-001-SPD0000100-0090	0000287646	GUNLOCKE-002	THE GUNLOCKE COMPANY LLC	http://www.gunlocke.com/government/gsaGeorgia/index.html
99999-001-SPD0000100-0091	0000008852	HON-001	THE HON COMPANY INC	http://www.hon.com/Pages/State-Local-Contracts-Georgia.aspx
99999-001-SPD0000100-0092	0000016838	TRENDWAY-001	TRENDWAY CORPORATION	www.trendway.com/georgia
99999-001-SPD0000100-0093	0000152479	TRINITYFUR-001	TRINITY FURNITURE INC	http://trinityfurniture.com/state
99999-001-SPD0000100-0094	0000353737	UNISOURCEO-001	UNISOURCE OFFICE FURNITURE PARTS INC	www.unisourcefurniture.com
99999-001-SPD0000100-0095	0000105497	UNIVERSITY-066	UNIVERSITY LOFT COMPANY	http://uloft.com/state-contracts/georgia
99999-001-SPD0000100-0096	0000016701	VIRCO-001	VIRCO INC	
99999-001-SPD0000100-0097	0000197430	WATSONFURN-001	WATSON FURNITURE GROUP	
99999-001-SPD0000100-0098	0000246920	WRIGHTLINE-002	WRIGHT LINE LLC	http://www.wrightline.com/georgia/

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

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

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

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

B. DURATION OF CONTRACT

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

C. DESCRIPTION OF GOODS AND SERVICES

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

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

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

D. COMPENSATION

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

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

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

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are deappropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

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

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

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

F. CONFIDENTIAL INFORMATION

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

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

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

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.
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.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor’s conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
32. **Limitation of Contractor’s Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor’s liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

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

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

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

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

CONTRACT AMENDMENT

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services (DOAS)
Contractor's Full Legal Name:	Affordable Interior System Inc.
Contract No.:	99999-001-SPD0000100-0002
Solicitation Title/Event Name:	Office Computer and Educational Furniture
Contract Award Date:	August 15, 2014
Current Contract Term:	February 3, 2015 – February 2, 2017
Amendment No.:	1

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

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

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	February 3, 2017
End Date of New Contract Term:	February 2, 2018

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.

The Contract is also amended to include the following new boycott of Israel, the implementation of E- Payables and the Revision of Reporting Requirements.

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to incorporate language to address a newly enacted law, allow for the implementation of ePayables solution to facilitate electronic payment by DOAS and Authorized Users to the Contractor, and to revise the reporting requirements of the Contract.

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

2. **IMPLEMENTATION OF REQUIREMENTS OF SENATE BILL 327 (passed during 2016 Georgia Legislative Session):** The Contract is amended to include the following new certification: Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
3. **IMPLEMENTATION OF E-PAYABLES SOLUTION:** 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. Pursuant to Section 3.4 of the Solicitation identified above, Contractor does not impose a fee on either DOAS or any Authorized User for the use of the PCard pursuant to the statewide contract awarded pursuant to the RFP. DOAS has entered into a Contract with its P-Card provider, Bank of America, to provide the ePayables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Contractor.

The Contractor 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. 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.

The Contractor 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 Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor 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) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

4. **REVISION OF REPORTING REQUIREMENTS:** Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. Section 3.5 (a) of the RFX, which is incorporated in the State of Georgia Statewide Contract document, contains due dates for both quarterly sales report and administrative fees. Section 3.5 (a) of the RFX document is also referenced by in the State of Georgia

Statewide Contract Attachment 1 Contract Terms and Conditions for Goods and Ancillary Services, Section A.4 "Reporting Requirements". The parties desire to amend the reporting requirements as follows:

"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:"

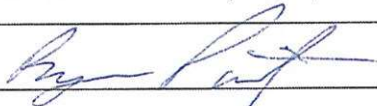
<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Supplier's Quarterly Sales Report Due Date</i>	<i>Supplier's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i><u>October 20th</u></i>	<i><u>November 15th</u></i>
<i>Quarter 2</i>	<i>October 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>-----</i>	<i>-----</i>	<i>-----</i>	<i>30 calendar days following the termination of this Statewide Contract for any reason</i>

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

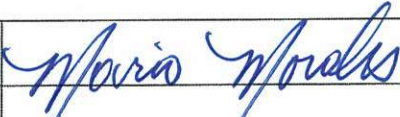
5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
6. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance 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)	Affordable Interior Systems, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bryan Poist, CFO
Date:	11/11/2016
Company Address:	4 Bonazzoli Ave. Hudson, MA 01749
Invoice Contact Name (Contractor's Billing Contact)	Kelly Gorham
Supplier Billing Address	4 Bonazzoli Ave. Hudson, MA 01749
Supplier Billing E-Mail	kgorham@ais-inc.com

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Mario Morales – Category Manager
Date:	11-21-16
Company Address:	200 Piedmont Avenue, S. E. Suite 1308, West Tower Atlanta, Georgia 30334-9010



CONTRACT RENEWAL NO. 2

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services (DOAS)
Supplier's Full Legal Name:	Affordable Interior Systems
Contract No.:	99999-SPD-SPD0000100-0002
Solicitation No./Event ID:	99999-SPD-SPD0000100
Solicitation Title/Event Name:	Office, Computer, and Educational Furniture
Contract Award Date:	August 15, 2014
Current Contract Term:	2/3/2015 to 2/2/2018
Amendment No.:	2

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

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

- CONTRACT RENEWAL/EXTENSION.** 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:	2/3/2018
End Date of New Contract Term:	2/2/2019

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

CONTRACT NUMBER: 99999-SPD-SPD0000100-0002

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Affordable Interior Systems, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bryan Poist, CFO
Date:	11/08/2017
Company Address:	25 Tucker Drive Leominster, MA 01453

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner- State Purchasing Division
Date:	1-31-18
Company Address:	200 Piedmont Ave., SE., Suite 1308, Atlanta, Georgia 30334-9010



CONTRACT RENEWAL NO. 3

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services (DOAS)
Supplier's Full Legal Name:	Affordable Interior Systems
Contract No.:	99999-SPD-SPD0000100-0002
Solicitation No./Event ID:	99999-SPD-SPD0000100
Solicitation Title/Event Name:	Office, Computer, and Educational Furniture
Contract Award Date:	August 15, 2014
Current Contract Term:	2/3/2015 to 2/2/2019
Amendment No.:	3

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

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

1. **CONTRACT RENEWAL/EXTENSION.** 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:	2/3/2019
End Date of New Contract Term:	2/2/2020

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.


- 2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Affordable Interior Systems, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bryan Poist, CFO
Date:	11-21-18
Company Address:	25 Tucker Drive Leominster, MA 01453

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	LISA EASON Deputy Comm.
Date:	1-28-19
Company Address:	200 Piedmont Ave., SE., Suite 1308, Atlanta, Georgia 30334-9010



**CONTRACT AMENDMENT # 4
EXTENSION # 1**

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Affordable Interior Systems, Inc.
Contract No.:	99999-001-SPD0000100-0002
Solicitation Title/Event Name:	Office, Computer and Educational Furniture
Contract Award Date:	August 15, 2014
Current Contract Term:	2/3/2015 to 2/2/2020
Extension No.:	1

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

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

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	2/3/2020
End Date of New Contract Term:	2/2/2021

2. **PRICE.** The pricing is hereby amended as follows:

MSRP percentage (%) is increased by 3.5%.


3. 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 extend the contract for an additional period of time.
4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations 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. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

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)	Affordable Interior Systems, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bryan Poist, CFO
Date:	12/10/2019
Company Address:	25 Tucker Drive, Leominster, MA 01453

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	12-18-19
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



**CONTRACT AMENDMENT # 5
EXTENSION # 2**

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Affordable Interior Systems, Inc.
Contract No.:	99999-001-SPD0000100-0002
Solicitation Title/Event Name:	Office, Computer and Educational Furniture
Contract Award Date:	August 15, 2014
Current Contract Term:	2/3/2020 to 2/2/2021
Amendment No.:	5

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

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

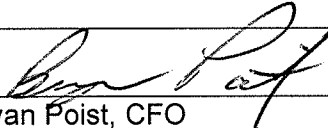
1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	2/3/2021
End Date of New Contract Term:	2/2/2022


2. 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 extend the contract for an additional period of time.
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

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)	Affordable Interior Systems, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bryan Poist, CFO
Date:	09/15/2020
Company Address:	25 Tucker Drive Leominster, MA 01453

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	12/10/2020
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



**CONTRACT AMENDMENT # 7
EXTENSION # 3**

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Affordable Interior Systems
Contract No.:	99999-001-SPD0000100-0002
Solicitation Title/Event Name:	Office, Computer and Educational Furniture
Contract Award Date:	August 15, 2014
Current Contract Term:	2/3/2021 to 2/2/2022
Amendment No.:	7

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

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

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	2/3/2022
End Date of New Contract Term:	2/2/2023

- PRICE.** The pricing is hereby amended as follows:


MSRP percentage (%) is increased by 3.85%. The percentage discount remains the same.

CONTRACT NUMBER: 99999-001-SPD0000100-0002


3. 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 extend the contract for an additional period of time.
4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations 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. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

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)	Affordable Interior Systems
Authorized Signature:	
Printed Name and Title of Person Signing:	Bryan Poist, CFO
Date:	09/27/2021
Company Address:	25 Tucker Drive Leominster, MA 01453

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Mary Chapman Deputy Commissioner State Purchasing Division
Date:	10/7/2021
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



**CONTRACT AMENDMENT # 7
EXTENSION # 4**

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

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Affordable Interior Systems, Inc.
Contract No.:	99999-001-SPD0000100-0002
Solicitation Title/Event Name:	Office, Computer and Educational Furniture
Contract Award Date:	August 15, 2014
Current Contract Term:	2/3/2021 to 2/2/2023
Amendment No.:	7

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

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

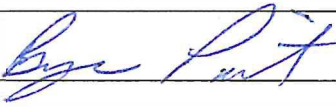
- CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	2/3/2023
End Date of New Contract Term:	2/2/2024


2. Pricing: The pricing is hereby amended as follows:
- 2a. The catalog MSRP Percentage (%) is hereby increased by 10%. The percentage discount of catalog MSRP remains unchanged
3. The effective date of this price increase is February 3, 2023.
4. 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 extend the contract for an additional period of time.
5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
6. **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. The Contractor must be compliant with all reporting requirements of this Statewide Contract to be eligible for an extension of said Statewide Contract. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

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)	Affordable Interior Systems, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bryan Poist, CFO
Date:	9-27-22
Company Address:	25 Tucker Drive Leominster, MA 01453

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	1/30/2023
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



State of Georgia
STATEWIDE CONTRACT
DEPARTMENT OF ADMINISTRATIVE SERVICES
Electronic Request for Proposals (“eRFP”)
Event Name: Office, Computer and Educational Furniture
eRFP (Event) Number: 99999-SPD0000100

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposal (“eRFP”) is being issued to establish one or more statewide contracts with one or more qualified Suppliers who will provide Office, Computer and Educational Furniture including customer service, installation and design services. This eRFP is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) (if any) will be a Mandatory Source for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions, colleges and universities. The statewide contract(s) will also be available on a convenience basis to other Governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

The scope of this eRFP is to provide office, computer and educational furniture by way of three distinctive delivery methods: (1) dock delivery, (2) inside facility delivery or (3) delivery and complete installation as directed by the purchase requirements of Authorized User(s). Accordingly, the State is seeking a qualified Supplier(s) that can provide and deliver the types of furniture products and ancillary services as specified in this eRFP geographically across the entire state. Suppliers will be required to provide new, unused furniture products in current production. Remanufactured or refurbished products will not be accepted.

Although award of this contract does not guarantee any specific volume of sales from Authorized Users, Awarded Supplier(s) can expect significant sales volume based on historical spending patterns (outlined below in Section 1.2) which are anticipated to be sustainable throughout the term of any resultant contract. Furthermore, in response to this eRFP, DOAS expects to receive significantly lower competitive pricing that takes into consideration historical purchase volumes, expanded product subcategories and other enhancements, and the anticipated substantial growth in sales to local government entities. Anticipated growth in sales is due in large part to the fact that Awarded Supplier(s) of any resulting statewide contract(s) will receive maximum exposure for their products through Team Georgia Market Place, the State’s e-Procurement Solution and the State Purchasing Division’s expanded emphasis in the area of marketing.

1.2. Estimated Spend

DOAS has determined through spend analysis encompassing fiscal year 2012 ((July 1, 2011 through June 30, 2012), that Authorized Users of the current statewide contracts spent approximately \$74.6M annually on a furniture products and services outlined in this eRFP. This historical spend is based on purchasing activity by Authorized Users across the state associated with the sixty-seven (67) existing statewide contracts for furniture. Of particular note, is the fact that purchases for the first 9 months of FY13, have already eclipsed \$66.4M which represents an 18.6% increase over the same period of the previous fiscal year. Below is a breakdown of historical spend for the subcategories included in this eRFP for Fiscal Year 2012.

Category + Subcategory	Historical Spend (FY12)
C1 - Case Goods - Ready to Assemble + Laminate	\$6,163,841
C2 - Case Goods - Ready to Assemble + Steel	\$495,020
C3 - Case Goods - Ready to Assemble + Wood	\$1,705,356
C4 - Case Goods - Ready to Use + Laminate	\$2,936,397
C5 - Case Goods - Ready to Use + Steel	\$677,204
C6 - Case Goods - Ready to Use + Wood	\$6,535,546
C7 - Modular + Bolt Down Furniture (ie Classroom Tables)	\$258,459
C8 – Modular + Book Store Fixtures	\$2,063,620
C9 - Modular + Cafeteria Tables	\$93,652
C10 - Modular + Carrels/Library	\$77,888
C11 - Modular + Classroom furniture	\$1,591,594
C12 - Modular + Outdoor Furniture	New SubCategory
C13 - Modular + Computer/LAN Storage	\$134,344
C14 - Modular + Conference Room Furniture	\$910,705
C15 - Modular + Demountable Movable Walls	\$16,071
C16 - Modular + Dormitory Residential Hall/Group Home	\$575,,654
C17 - Modular + Free Standing	\$5,821,951
C18 - Modular + Panel Supported & Related Accessories	\$4,505,510
C19 - Modular + Filing Storage (To be mounted on Tracks for High Density Systems – See Instructions)	\$9,996,901
C20 - Modular + Shelving System	\$204,773
C21 - Modular + Task Lighting/Ambient Lighting	\$81,343
C22 - Modular + Technical Furniture (work benches, Mobile Carts, Book Trucks)	\$8,032,367
C23 – Modular + Visual Presentation System	\$39,094
C24 – Modular Accessories	New SubCategory
C25 – Seating + General (Chairs-Armless, Conference, Ergonomic, Executive, Folding, Guest, High Back, Mid Back, Low Back, Lounge, Side, Stackable, & Tasks, Benches, Stools)	\$20,433,272
C26 – Value Added Case Goods – Ready to Use	New SubCategory
C27 – Valued Added Modular + Filing	New SubCategory
C28 – Valued Added Seating + Chairs Armless, Ergonomic, Executive, Guest, High Back, Mid Back, Low Back, Stackable)	New SubCategory
Grand Total	\$74,250,563

***** Historical spend is not available for any of the new subcategories identified above because products were not offered for sale under existing statewide contracts*****

1.3. eRFP Certification

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

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

1.4. Overview of the eRFP Process

The objective of the eRFP is to select one or more qualified Suppliers (as defined by Section 1.1 “Purpose of Procurement”) to provide the goods and/or services outlined in this eRFP to Authorized Users. This eRFP process will be conducted to gather and evaluate responses from Suppliers for potential award. All qualified Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all Supplier (s)’responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating Suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

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 6.7 “Selection and Award” for information concerning whether DOAS will make one award, multiple or split awards, or reserves the right to make either depending on the proposals received.

1.5. Schedule of Events

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

Description	Date	Time
Release of eRFP	9/12/2013	5:00p.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	9/27/2013	3:00 p.m. ET
Bidders/Offerors Conference Location: DOAS, 200 Piedmont Avenue, S.E. Suite 1308, West Tower, Atlanta, GA. 30334-9010. Attendance is: Optional, but Suppliers are highly encouraged to attend.	9/24/2013	10:00am
Responses to Written Questions	10/04/2013	5:00 p.m. ET
Proposals Due/Close Date and Time	10/21/2013	3:00 p.m. ET
Proposal Evaluation Completed (on or about)	11/04/2013	N/A
Negotiations Invitation Issued (emailed) (on	11/11/2013	TBD

or about); discretionary process		
Negotiations with Identified Suppliers (on or about); discretionary process	11/20/2013	TBD
Final Evaluation (on or about)	11/27/2013	N/A
Finalize Contract Terms	12/4/2013	N/A
Notice of Intent to Award* [NOIA] (on or about)	12/5/2013	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

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

1.6. Official Issuing Officer (Buyer)

Mario Morales

Mario.morales@doas.ga.gov

1.7. Definition of Terms

Please review the following terms:

ANSI: A source for standards and conformity assessments by the American National Standards Institute See www.ansi.org for more information

ANSI/BIFMA: Safety and performance standards developed by The Business and Institutional Furniture Manufacturers Association (BIFMA) engineering committee. See www.bifma.org for more information.

ASTM: American Society for Testing and Material that develops international standards for materials, products, systems and services used in construction, manufacturing and transportation. See www.astm.org for more information

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 contract(s).

BIFMA: The Business and Institutional Furniture Manufacturers Association. See www.bifma.org for more information

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

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

Custom Made - Product made to a particular 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

Detailed Description: A written account emphasizing details and distinguishing features of something

Deviation: A slight variation from the requested product specification, the difference between the noted sample and the actual product specification. (For example, color and other non-essential variations to the product)

DOAS: The Georgia Department of Administrative Services

Ergonomic: The science of designing office furniture to fit the user and optimizing human well-being and overall office furniture performance.

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

Knocked down (KD): furniture that requires assembly after delivery.

Life Cycle Assessment (LCA): The investigation and evaluation of the environmental impacts of a given product or service caused or necessitated by its existence

Like Item – Able to meet or exceed form, fit and function of the State’s original product specifications. Acceptance/No acceptance of like items proposed will be determined by the State.

Manufacturer Part Number - A unique identifying reference number

MSDS: Material Safety Data Sheets. See www.msds.com for more information.

NFPA 260: National Fire Protection Association – Flammability requirements for textiles. See www.nfpa.org for more information.

OEM: Original Equipment Manufacturer of Office Furniture.

OSHA: Occupational Safety Health Administration. See www.osha.gov for more information.

Political Subdivision – Defined as per Georgia Code 50-15-1 (1) – “Political subdivision” means the state or any local subdivision of the state or public instrumentality or public corporate body created by or under authority of state law, including, but not limited to, municipalities, counties, school districts, special taxing districts, conservation districts, authorities, and any other state or local public instrumentality or corporation which has the right to bring and defend actions or to issue its bonds or other obligations as evidence of indebtedness under any provision of law and also means any corporate or other entity which leases a public improvement to such political subdivision; and the term also means the governing body of such political subdivision and its members and officers in their official capacity

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

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

Supplier(s)/Bidders – Companies that manufacture the product and currently conduct business with the State of Georgia or desire to conduct business with the State of Georgia.

Value Added/Economical Furniture: Products or components that have a minimum of one (1) year to three (3) years warranty; not ANSI/BIFMA Standard.

Volume 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 eRFP document may be identified separately in one or more attachments to the eRFP (i.e. Attachment B, Special Term Definitions). Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFP.

1.8. Contract Term

The initial term of the statewide contract(s) is for 24 months 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. In the event that the statewide contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the award of a new contract for the identified products and/or services, DOAS may, with the written consent of the awarded Supplier(s), extend the statewide contract(s) for such period of time as may be necessary to permit the State's continued supply of the identified products and/or services. The statewide contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the statewide contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

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

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

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the Supplier's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at <https://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login>

2.1.2. Restrictions on Communicating with Staff

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

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email on the attached Supplier Question and Answer Form (**Attachment I**) to the Issuing Officer identified in Section 1.6 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

Company Name

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

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

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

2.1.4. Attending Bidders/Offerors' Conference

The Bidders/Offerors' Conference or any other information session (as indicated in the schedule of events) will be held at the offices referred to in Section 1.54 "Schedule of Events" of this eRFP. Attendance is optional; although Suppliers are strongly encouraged to attend. The Supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any conference. DOAS reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

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

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

DOAS reserves the right to reject any or all Supplier responses, to waive any irregularity or informality in a Supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of DOAS to reject responses **that do not contain all elements and information requested in this eRFP**. A Supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by DOAS on a case-by-case basis.

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

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

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 Proposals

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

2.1.11. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Suppliers Conference. 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, proposals/bids, evaluation criteria, Supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the State's posting 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). Audited financial statements not otherwise publicly available but required to be submitted in the proposal, offer, or proposal shall not be subject to public disclosure. The State is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of onsite inspection of documents. 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.

2.1.13. Registered Lobbyists

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

2.2. Submittal Instructions

Submittal Instructions for Team Georgia Marketplace™

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Suppliers are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the supplier successfully submits a response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is formally communicated through the posting of this eRFP as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

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

<http://doas.ga.gov/Training/Pages/SupplierTraining.aspx>

2.2.2. eRFP Review

The eRFP (or “Sourcing Event”) consists of the following: this document, entitled “The State Entity eRFP Document”, and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by the State Entity 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 Event, including all documents available as attachments or available through links. Any difficulty accessing the 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, the State Entity will provide documents at the “header” level of the Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the supplier may open and save all of the available documents. In this location, the supplier is most likely to find this document (The State Entity eRFP Document) as well as the worksheets referenced in Section 4 “eRFP Proposal Factors”, such as the Mandatory Response Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.
2. Second, the State Entity may also provide documents at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
 - a. First Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
 - b. Second Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can locate attached documents.

In this location, the supplier is most likely to find the cost worksheet (if any, as defined by Section 5 “Cost Proposal”) as well as any other documents provided by the State Entity 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 any and all uploaded files using the corresponding section numbers of the eRFP or any other logical name so that the State Entity can easily organize and navigate the supplier’s response.
5. Use caution in creating electronic files to be uploaded. If the State Entity 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. The State Entity has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the State Entity is unable to open an electronic file because the State Entity does not have ready access to the software utilized by the supplier, the supplier’s response may be considered incomplete and disqualified from further consideration.
7. Continue to save your response until the response is ready to be submitted. Select the “Save for Later” button at the top of the page under “Event Details” of the Event.

2.2.4. Uploading Forms

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

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

line items provided in the “Enter Line Bid Responses” portion of the Event. After selecting the “Bid” link, the supplier can select “View/Add Question Comments and Attachments” to upload a document.

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 Entity 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 the State Entity and will not be considered for award. Only after the supplier selects the “Submit Bid” button, will the response to the eRFP be sent electronically, time stamping the supplier’s response and sending a confirmation email to the email address of the supplier. Please note that submission is not instantaneous; 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 eRFP event number and the “View/Edit” feature for the supplier’s previous response. Please take note of the following:

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select “View/Edit”. 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 to the State Entity.
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 eRFP END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY THE STATE ENTITY, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a supplier's inability to correct errors or otherwise make revisions to the submitted response or the supplier's inability to resubmit a response prior to the eRFP end date and time.

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

2.2.8. Help Desk Support

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

3. General Business Requirements

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

3.1. Periodic Performance/Sales Reports

If selected for award, the Supplier shall submit the following management 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

Statewide sales by customer account number and type of customer: State Agency, Local Entity, or Other. In addition to the following information: product number, product description, Supplier name, NIGP code, merchandise class code/indicator, list price, unit price, year-to-date quantity shipped and year-to-date spent. The information must be provided in a excel file format, in accordance with **Attachment N**. Reports will be submitted Quarterly in accordance with Section 3.6 of the eRFP.

3.1.2. Annual Analysis Report

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

3.2. Quarterly Business Review Meetings

If selected for award, the Supplier must participate in Quarterly Business Review ("QBR") meetings at DOAS' request. During the QBR meetings, the Supplier will present the written and oral status regarding all work orders/purchase orders (including date and value) to DOAS. The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by the Supplier and DOAS.

The QBR meeting may involve, but is not limited to, the following: review of the Supplier's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, strategies to grow sales volume, development/monitoring of a Supplier service "scorecard."

3.3 Virtual Catalog

Team Georgia Marketplace™ Virtual Catalog

In June 2008, DOAS entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest 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.

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 contract information. (**Attachment O**) 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 contract. All documents shall be approved by State Purchasing before posting to the web site. Failure to conform to this policy shall result in suspension of the contract. If the Supplier has not been previously awarded a statewide contract for products/services described in this eRFP, a web page implementation plan must be submitted and approved by the Contract Administrator listed in the eRFP 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)
- Ordering Instructions
- List of Servicing Authorized Dealers with current contact information
- Web page must be user friendly (minimum amount 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 on the resulting statewide contract should not be viewable by Authorized Users).

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 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. All purchases made by Authorized Users representatives utilizing State of Georgia PCards 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 PCard numbers confidential and shall not disclose the State of Georgia PCard numbers except as expressly authorized by DOAS. The Supplier represents that State of Georgia PCard numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standards. Supplier shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia PCard Numbers or (2) Supplier's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Supplier's contract performance. Supplier agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for the PCard 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 supply contracts established pursuant to O.C.G.A.

Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each Supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **2 percent (%)**. **EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST PROPOSAL WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE (HEREINAFTER, “THE FEE”) BUILT INTO THE SUBMITTED PRICING.** All Suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Supplier (“Supplier”) and remitted to DOAS in accordance with the following paragraphs.

- a. Quarterly Payment and Sales Reporting Requirements. DOAS and Supplier agree that the collected Fees and the corresponding Quarterly Sales Report (**Attachment N**), 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 Fees and the Quarterly Sales Report must be received by DOAS on or before the Supplier’s Payment Due Date as defined in the table below:

DOAS’ Fiscal Quarters	Months	Supplier’s Payment Due Date
Quarter 1	July 1 st – September 30 th	<u>November 15th</u>
Quarter 2	October 1 st – December 31 st	<u>February 15th</u>
Quarter 3	January 1 st – March 31 st	<u>May 15th</u>
Quarter 4	April 1 st – June 30 th	<u>August 15th</u>
-----	-----	<u>30 calendar days following the termination of this Statewide Contract for any reason</u>

At the end of each state fiscal quarter as defined above, Supplier shall prepare the Quarterly Sales Report. In the event no sales have occurred, the Supplier must complete and submit the Quarterly Sales Report, indicating no sales have occurred. No later than the date identified above as the “Supplier’s Payment Due Date” for each fiscal quarter, Supplier shall remit a check payable to DOAS for the Fees, which check shall include the note “administrative fee” and the corresponding statewide contract number. Supplier shall remit the check together with the Quarterly Sales Report to:

Department of Administrative Services
Finance & Administration Division
 Finance and Administration Division Director
 Sloppy Floyd Building
 200 Piedmont Avenue, S.E.
 Suite 1820, West Tower
 Atlanta, Georgia 30334-9010

At the same time, Supplier shall also submit a second copy of the Quarterly Sales Report to the DOAS Issuing Officer. By submission of these reports and corresponding Supplier payments, Supplier is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Supplier via electronic funds transfer (EFT).

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

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

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

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

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Supplier makes an error and overpays, the Supplier is responsible for alerting DOAS in writing of the Supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund 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 awarded Suppliers 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
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

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

3.8. Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the Supplier guarantees and certifies that all items included in the Supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Supplier's proposal; and
3. That the technical and cost proposals submitted by the Supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the proposals may be held open for a lengthier period of time subject to the Supplier's consent; and
4. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, Suppliers, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to download, complete and then upload the Worksheets titled "Supplier General Information", "Mandatory Response Worksheet", "Mandatory Scored Requirement Worksheet" and "Additional Scored Response Worksheet" found as attachments in the Sourcing Event.

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

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

4.1. Introduction

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

4.2. Supplier General Information

Each Supplier must complete all of the requested information in the attached file entitled **Supplier's General Information Worksheet. (Attachment C).**

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

4.3. Mandatory Requirements

4.3.1. Value Added/Economical Furniture Warranty

Value Added/Economical Furniture: The Supplier warrants the components for a minimum of one year (1) to three (3) years, electrical systems for a minimum of one year (1) to three (3) years, height and operating

adjustments mechanisms for a minimum of one year (1) to three (3) years, materials and workmanship for a minimum of one year (1) to three (3) years, and fabric and veneer for a minimum of one year (1) to three (3) years. If, during this period, faults develop with the unit or components of the unit, they shall be repaired or replaced without any cost, including transportation and installation costs, to the State agency.

The Supplier shall be liable to the State agency for supply of information and material necessary for repairs at no cost to the State agency for the duration of the warranty period. The warranty period shall start with the date of product acceptance and shall be extended to include times during which the products are out of service for warranty repair.

4.3.2. Top to Mid-Grade Quality Furniture Warranty

Top to Mid-Grade Quality Furniture: The Supplier(s) warrants the components for a minimum of ten (10) years, electrical systems for a minimum of five (5) years, height and operating adjustments mechanisms for a minimum of three (3) years, materials and workmanship for a minimum of five (5) years, and fabric and veneer for a minimum of three (3) years. If, during this period, faults develop with the unit or components of the unit, they shall be repaired or replaced without any cost, including transportation and installation costs to the State agency.

4.3.3. Purchase Orders

Purchase Orders must be directed to the Suppliers and the Supplier should send a copy of the Purchase Order to the respective authorized dealer. Supplier's should submit a list of authorized dealers with their response, no more than 20 authorized dealers will be allowed per Supplier; to ensure coverage a Supplier may request additional authorized dealers. [Download the regional map to complete the dealer information on the cost sheet.](#) The authorized dealer will be responsible for delivery and installation of products, as well as providing needed assistance to the Authorized Users.

4.3.4. Mandatory Response Worksheet

As specified with each requirement listed in the **Mandatory Response Worksheet (Attachment D)**, the Supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response 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 proposal.

4.3.5. Delivery Methods

Supplier(s) will be responsible for delivery and/or installation of products, as well as providing needed assistance to the Authorized Users. The State utilizes three delivery methods

Dock Delivery: Orders shipped directly by a Supplier to the Authorized Users. Items delivered to the ordering agency shall be unloaded by the delivering carrier and placed on the Authorized User's loading dock. If there is no loading dock, items shall be unloaded by the delivery carrier and placed in a space immediately adjacent to the carrier's vehicle at the delivery location.

Inside Delivery: On orders specifying inside (non-installed) delivery, items shall be unloaded and delivered, in the shipping carton, to the ordering Authorized Users by the delivering carrier and placed inside the door on the first or ground level floor of the building.

Delivered and Installed: On installed orders, (open, set in place, ready for use) the Supplier or the delivering carrier, acting as the Supplier's agent, shall be responsible for receipt, inspection, and assembly of items delivered in the area designated by the Authorized Users as well as prompt removal and disposal of all debris which is a result of the delivery. The Authorized Users shall be responsible for the immediate removal of any existing furniture from the area in which the contract items are to be installed.

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

4.3.6. Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Worksheet, (Attachment E)** the Supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the Supplier. Failure to meet any mandatory scored requirements may result in disqualification of the Supplier's response. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award."

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

4.3.7 Additional Scored Responses

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

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

4.3.8. Bid Factor Worksheet. The bid factors (**Attachment G**), must be answered and any corresponding documents uploaded.

5. Cost Proposal

5.1. Cost Proposal

Each Supplier is required to submit pricing on the Cost Worksheet (**Attachment H**) as part of its response to the eRFP. Specifically, in order to be eligible for an award. Suppliers must, at a minimum, provide discount percentages off nationally published prices for all delivery methods for all line items within a specific furniture subcategory as detailed on the Cost Worksheet (unless otherwise noted in the eRFP). Suppliers that provide discount percentages off nationally published prices for all delivery methods within multiple subcategories, or all subcategories in the eRFP will be eligible for award at those respective levels.

The cost proposal will be evaluated and scored in accordance with Section 6 "Proposal Evaluation, Negotiations and Award". By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting statewide contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the Supplier's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the Supplier's pricing as quoted on the eRFP's provided cost worksheet and (2) the Supplier's pricing as quoted by the Supplier in one or more additional documents, the former shall govern; and
5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting statewide contract, unless otherwise noted in the eRFP or statewide contract.

6. Shipments must be F.O.B. destination, to the ordering organization's receiving point, freight prepaid by the Supplier and not billed to the Authorized User, Responsibility and liability for loss or damage for all orders shall remain with the Supplier until final inspection and acceptance, when all responsibility shall pass to the ordering organization; except the responsibility for latent defects, fraud, and the Supplier's warranty obligations.

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 in the format outlined below. Additional alternative cost structures will not be considered. Each Supplier is hereby advised that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Supplier's proposal.

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 will be interpreted as "no offer".

Download the cost worksheet(s), (**Attachment H**) complete the worksheet(s) and then upload the worksheet(s) by following the instructions in Section 2.2.4 "Uploading Forms" of this eRFP.

5.2.1 Discount Percentages Off Nationally Published Price

The primary cost structure for this eRFP is based on a discount percentage off the Supplier's published list prices (i.e. Commercial Price Book) for furniture products. The discount percentage proposed for each furniture subcategory delivery method will be used, after 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. 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 User's under any resultant contract award (Supplier may provide a weblink to the Supplier's website where this information resides as opposed to separate document).

5.2.1.1. Additional Discounts.

The State expects to make additional discounts based on average order size available on purchases made by Authorized Users by those Suppliers awarded product subcategories ONLY, separate awards based exclusively on discounts on average order size will not be considered. Therefore, Supplier(s) are encouraged to submit a single discount percentage for each average order size range identified in the cost worksheet. The single discount percentage for each average order size range will apply to any/all product orders made under any resultant contract and will remain constant throughout the term of the contract and any renewal options. The States is also providing an opportunity for Suppliers to propose any other discounts that they desire to offer in response to this eRFP. Suppliers should provide a general decription of the discount to include how it is to be applied in addition to the actual discount percentage(s) or discount structure.

5.2.2. Hot List Items (All SubCategories Except C1 thru C3 and C18)

Based on historical purchase volumes and purchasing habits of Authorized Users, the State has identified specific line items, referred to as "Hot List", for each of the product subcategories. Line items included on the Hot List 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 hot List, 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 & Installed).

5.2.2.1 Categories C7 Bolt-Down, C15 Demountable Movable Walls and C19 Filing Storage

Proposed discount percentages off the nationally published price are required for all three delivery methods for all subcategories identified in section 5.2.1 except subcategories C7, C15, C19. Since these categories require additional labor to be performed for installation, DOAS is not requiring a discount percentage for the Delivered and Installed delivery option. Accordingly, Suppliers must enter the discount percentages off their nationally published price for the Dock Delivery and Inside Delivery options ONLY.

Purchasing habits associated with the frequency of purchase by specific delivery method for these subcategories are incorporated in cost sheet computations and will be used for evaluation purposes only (see Section 6.3.1). Although these purchasing habits do not represent actual frequencies by type of delivery method that will be ordered under any resultant 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 proposal 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 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 contract and remain constant throughout the term of the contract and any renewal options.

5.2.3. Typical Ready to Assemble Furniture (SubCategories C1 thru C3 and C18)

Based on historical purchase volumes and purchasing habits of Authorized Users, the State has identified a list of "typical" ready to assemble furniture items, for product subcategories C1 thru C3 and C18. . Line items included as typical ready to assemble furniture 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 "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 **Attachments P, Q, R and S** and (2) consider the specification and drawings **Attachments P, Q, R and S** in the formulation of 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. .

Purchasing habits associated with the frequency of purchase by specific delivery method for these subcategories are incorporated in cost sheet computations and will be used for evaluation purposes only (see Section 6.3.1). Although these purchasing habits do not represent actual frequencies by type of delivery method that will be ordered under any resultant 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 proposal 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 subcategory discount percentages off their nationally published price for each delivery option will apply to all furniture products made available for sale under any resultant contract and will remain constant throughout the term of the contract and any renewal options.

5.3. Price Increase Request and Product Additions/Deletions Instructions

Catalog Updates: A catalog/price list update may be allowed on an annual basis. Price Increases to catalog item prices will not exceed the percentage increase as shown in the relevant PPI (Producer Price Index) for the previous twelve (12) month period (based on the anniversary date of the contract) and price increase request must be substantiated by documentation justifying the increase amount. The Supplier must include a hard copy of the PPI used to justify the price increase amount. The use of Preliminary PPI numbers for example 279.7(P) will not be accepted for price increase requests. The PPI can be reviewed and downloaded from the U.S. Department of Labor's website at <http://www.bls.gov>. The initial verifiable PPI series submitted (one or no more than three per category) by the Supplier to justify a price increase request for the first time, will be utilized throughout the term of the contract, to request any future price increases. Should the Supplier submit more than one PPI per product category, DOAS will use the average for the total number of PPI's (series) submitted. Conversely, should an analysis of the PPI indicate a price reduction has occurred in the market over the period, the State expects the reduction(s) to be passed along to the State. , Specifically, should the relevant PPI(s) reflect a decrease of three percent (3%) or greater for the previous twelve (12) months of activity based on the anniversary date and upon notification to the Supplier of no less than sixty (60) days in advance, the State may unilaterally require the Supplier to reduce prices in accordance with the proportionate PPI percentage reduction, . All furniture products sold to Authorized Users shall be listed in the Supplier's most recent DOAS approved nationally published price list (i.e. catalog, commercial price book..etc) posted on the Supplier's Georgia web site. The price list name and date shall be listed in the appropriate section of the cost worksheet. Authorized Users shall not purchase furniture products that are not included on the most recently DOAS approved price list. Any addition of new products that occur over the life of the contract will be offered at the same subcategory discount as other existing products in the subcategory.; as well as removal of discontinued items (which must no longer be available on a national basis) will also be allowed annually. DOAS must be notified at least 60 (sixty) days prior to October 1 of each year in advance, prior to any price change and product additions/deletions. Supplier(s) must have approval before any change may be effective.

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal(s) which represents the best value to the State based on a combination of technical and cost factors. Based on the results of the initial evaluation, DOAS may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 "Scoring Criteria." Once the evaluation process has been completed (and any negotiations DOAS desires to conduct have occurred), the apparent successful Supplier(s) will be required to enter into discussions with DOAS to resolve any exceptions to DOAS' statewide contract terms and conditions. DOAS will announce the results of the eRFP evaluation as described further in Section 6.9 "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline via Team Georgia Marketplace
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. Evaluating Proposal Factors (Section 4)

If the Supplier's proposal passes the Administrative/Preliminary Review, the Supplier's responses to Section 4 "eRFP Proposal Factors" will be evaluated. The Evaluation Team will review each Supplier's response in detail to determine its compliance with mandatory eRFP requirements. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory eRFP requirement, DOAS/the State's Evaluation Team will determine if the deviation is material. A material deviation will be cause for rejection of a Supplier's response. An immaterial deviation will be processed as if no deviation had occurred.

6.2.1. Review of Mandatory and Mandatory Scored Questions

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

6.2.2. Review of Additional Scored Information Questions

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

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

6.3. Evaluating Cost Proposal and Total Combined Score

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

6.3.1. Cost Scoring

DOAS may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory level (as applicable) relative to other proposals. Specifically, Supplier(s) must, at a minimum, propose pricing (discount percentage) for all price elements for all individual line items within at least one subcategory in order to be eligible for award. In the event that one or more Supplier responses to the eRFP contains pricing for all line items across all product categories or all subcategories within a product category, a Total Evaluated Price for the overall eRFP or individual product category will also be determined as outlined in Section 6.3.2 (below). The Supplier deemed to have the most competitive cost proposal overall, as determined by DOAS, will receive the maximum weighted score for the cost criteria. In the event the cost proposal is scored at the category or subcategory level, DOAS may assign the maximum score per category/subcategory for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

6.3.1.1. Hot List Items (All SubCategories Except C1 thru C3 and C18)

For the purposes of evaluation only, DOAS will compute a Total Evaluated Price for each furniture subcategory based on the Supplier's nationally published prices, the proposed discount percentages off the nationally published price for each delivery method and the historical purchase habits of Authorized Users. Specifically, for each hot list line item in a subcategory, DOAS will compute a single weighted discount percentage off the nationally published price by applying a weighted percentage (undisclosed) to the Supplier's proposed discount percentages for each specified delivery method (Dock Delivery, Inside Delivery and/or Delivered & Installed). The weighted percentages applied to each delivery method discount percentage were derived from historical data depicting the relative frequency of purchases made by Authorized Users for a given delivery method. DOAS will then compute the hot list line item Total Evaluated Price by multiplying the single weighted discount percentage by the nationally published price and subtracting the result

from the nationally published price. The Total Evaluated Prices for each individual hot list line item will be summed to determine the Total Evaluated Price for the subcategory. . The Supplier's proposed Total Subcategory Evaluated Price (computed) will be used to assign a cost proposal score in accordance with Section 6.3.4

While the weighted percentages for each delivey method are not disclosed , Suppliers should consider the following information for purposes of evaluation:

- the delivered and installed option is the most commonly purchased delivery method followed by, to a much lesser extent, the inside delivery option.
- the dock delivery option is the least commonly purchased delivery method.

6.3.1.2. Typical Ready to Assemble Furniture

For the purposes of evaluation only, DOAS will compute a Total Evaluated Price for each typical-ready to assemble furniture subcategory based on the Supplier's nationally published prices, the proposed discount percentages off the nationally published price for each delivery method and the historical purchase habits of Authorized Users . Specifically, for each typical- ready to assemble furniture line item in a subcategory, DOAS will compute a single weighted discount percentage off the nationally published price by applying a weighted percentage (undisclosed) to the Supplier's proposed discount percentages for each specified delivery method (Dock Delivery, Inside Delivery and/or Delivered & Installed). The weighted percentages applied to each delivery method discount percentage were derived from historical data depicting the relative frequency of purchases made by Authorized Users for a given delivery method. DOAS will then compute the typical- ready to assemble furniture line item Total Evaluated Price by multiplying the single weighted discount percentage by the nationally published price and subtracting the result from the nationally published price. The Total Evaluated Prices for each individual typical- ready to assemble line item will be summed to determine the Total Evaluated Price for the subcategory. . The Supplier's proposed Total Evaluated Price (computed) will be used to assign a cost proposal score in accordance with Section 6.3.2

While the weighted percentages for each delivey method are not disclosed , Suppliers should consider the following information for purposes of evaluation:

- the delivered and installed option is the most commonly purchased delivery method followed by, to a much lesser extent, the inside delivery option.
- the dock delivery option is the least commonly purchased delivery method.
- Suppliers should strongly consider the frequency of purchase by delivery method described by the State in the development of their discount percentages.

6.3.1.3. Additional Discounts

Suppliers are strongly encouraged to propose additional discounts based on average order size or other Supplier defined discounts in response to this eRFP. Although, additional discount percentages based on average order size and/or other Supplier proposed discounts will not be included in the computation of the total cost score, additional scored technical questions (**Attachment F**) associated with additional discounts provide an opportunity for Suppliers to receive proposal points for offering additional discounts. Additional discount percentages based on average order size or other Supplier proposed discounts will be offered under the contracts of Suppliers that are awarded one or more subcategories ONLY.

6.3.2. Total Cost Score

Point allocation for the cost proposal may be applied on an overall basis or at the category or subcategory level, depending on the State's determination whether a single or multiple award is deemed to be in the best interest of the State. Specifically, point allocation for the cost proposal may be applied as follows; (1) overall based on all product categories and subcategories, (2) by

category based on all subcategories within a single category, or (3) by subcategory based on all line items within a single subcategory. In the case where point allocation is applied at other than the subcategory level, the total evaluated prices for each subcategory will be summed at the appropriate level to determine the Suppliers total proposed price to be used as a basis for point allocation as outlined in section 6.4.

6.3.3. Georgia Enterprises for Products and Services (GEPS)

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

6.3.4. Total Score

The Supplier's total cost score will be combined with the Supplier's technical proposal score to determine the Supplier's overall score (or "Total Combined Score"). The cost proposal score may be determined on an overall basis or at the category/subcategory level as detailed in section 6.3.2, The technical proposal score will be calculated once per Supplier proposal and the same technical score will be combined with the appropriate cost score to determine the Supplier's total combined score for the designated level of award.

6.4. Scoring Criteria

The evaluation is comprised of the following:

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

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

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

6.6 Negotiations of Proposals and/or Cost Factors

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

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

6.6.1. Overview of Negotiations

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

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

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

6.6.2. Negotiation Instructions

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

- 1. Negotiation Invitation:** Those Suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those Suppliers identified by the State's Evaluation Team.

6.6.3. Competitive Range

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

6.6.4. Negotiation Round Completion

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

6.7. Selection and Award

6.7.1 Multiple Awards. The primary objective of the evaluation and award process is to identify the uppermost group of Suppliers within a competitive range (natural groupings based on similar scores) for each product subcategory who can supply the full range of furniture products/service identified in the eRFQ. Therefore, the State's evaluation will initially focus on individual product subcategories, however, if DOAS determines that awards at the overall contract level or individual category awards provide the best overall value to Authorized Users, DOAS reserves the right to award at those levels.

6.7.2 DOAS expectation is to receive lower pricing, when compared to pricing offered to other potential Customers (e.g. city, county or university contracts). DOAS reserves the right to accept or reject any and all proposals, or separable portions, and to waive any minor irregularity, technicality or omission if DOAS determines that doing so will serve the State's best interest. DOAS reserves the right to: (a) request clarifications from Bidder(s); (b) request resubmissions from all Bidder(s); and (c) take any other action as permitted by law. Any contract award(s) resulting from the eRFP will be made based on the most competitive proposals from responsive and responsible Suppliers meeting all specifications and with whom DOAS has reached agreement on all contract terms and conditions.

6.7.3. Category/Subcategory. Suppliers will not be allowed to add additional categories/subcategories or sell products in categories/subcategories they were not initially awarded, following award of this contract, nor at anytime during the term of the contract or during any renewals.

6.8. Site Visits and Oral Presentations

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

6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of DOAS' expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful Supplier(s), unsuccessful Supplier(s), and the reasons why any unsuccessful Suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY DOAS. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

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

7. Contract Terms and Conditions

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

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

Exception to Contract

By submitting a response, each Supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If the Supplier takes exception to a contract provision, the Supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the statewide contract must be uploaded as part of the Supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP. Any exceptions to the contract terms and conditions should be documented on the contract exception form (**Attachment K**)

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

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

8. List of eRFP Attachments

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

- A. eRFP (this document)
- B. Special Term Definitions included in Section 1.7 "Definition of Terms" of this eRFP
- C. Supplier's General Information Worksheet from Section 4.2 of this eRFP
- D. Mandatory Response Worksheet from Section 4.3 of this eRFP
- E. Mandatory Scored Response Worksheet from Section 4.4 of this eRFP
- F. Additional Scored Response Worksheet from Section 4.5 of this eRFP
- G. Bid Factor Questions
- H. Cost Worksheet from Section 5 "Cost Proposal" of this eRFP

- I. Supplier Question & Answer Form
- J. Statewide Contract from Section 7 "Contract Terms and Conditions" of this eRFP
- K. Contract Exception Form
- L. SPD-SP054 Immigration and Security Form
- M. Sales Tax Compliance Form
- N. Quarterly Sales Report
- O. Proposed Supplier's Webpage
- P. Appendix C1 – Case Goods, Ready to Assemble- Laminate
- Q. Appendix C2 – Case Goods, Ready to Assemble- Steel
- R. Appendix C3 – Case Goods, Ready to Assemble- Wood
- S. Appendix C18 – Modular Panel Supported and Related Accessories
- T. Regional Map of Georgia For Authorized Dealer Coverage

RFQ/RFQC Mandatory Questions

Mandatory Response Worksheet

FURNITURE

Questions are Pass/Fail. **Ordinarily, to be considered responsive and eligible for award as a qualified bidder you must answer all questions in this section with a "YES".** Refer to section 4.3. of the eRFQ for specific

If you answer with a "NO" or leave blank **MAY fail the mandatory requirements and result in your bid being non responsive.** Non responsive bids are not eligible for award.

By answering "Yes," the Supplier indicates that he meets the individual requirements in the response column. Only upload attachments if requested (**indicated by a "YES"**) in the "Upload Attachments with Additional Information" column. Attachments that are not requested, will not be considered and will not be evaluated.

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

Mandatory Questions	Response by Supplier. Only Yes or No Answers	Upload Attach with Additional Information?
OPERATIONS		
The Supplier agrees not to include any requirement(s) for a minimum order/ship quantity or dollar value in its solicitation.		No
The Supplier agrees to provide Authorized Users or DOAS with requested P-Card purchase information (i.e. purchase history, NIGP codes, data extract, activity, location of origin, etc.).		No
The Supplier agrees to provide a billing system that shall be flexible enough to meet the needs of varying accounting systems used by different Authorized Users. This may include but is not limited to varied billing frequencies, electronic billing, work flow approval requirements and varied invoice requirements. The Supplier acknowledges that they are capable of handling billing from a PeopleSoft Financial system for State of Georgia Authorized Users		No
Supplier products must meet or exceed applicable industry standards as set forth but not limited to American National Standards Institute/Business and Institutional Furniture Manufacturers Association (ANSI/BIFMA), Americas Society for Testing and Material (ASTM) or Occupational Safety Health Administration (OSHA). Verification of meeting these standards must be supplied to the Authorized Users upon request.		No
Supplier agrees that Materials and Workmanship must meet furniture standard industry practices for quality and must be free from defects affecting quality, serviceability, performance and appearance. All parts and materials must be new. The edges of all products must be protected by finishing, grinding or de-burring; no sharp edges will be accepted.		No

RFQ/RFQC Mandatory Questions

Mandatory Response Worksheet

FURNITURE

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If you answer with a "NO" or leave blank **MAY fail the mandatory requirements and result in your bid being non responsive.** Non responsive bids are not eligible for award.

By answering "Yes," the Supplier indicates that he meets the individual requirements in the response column. Only upload attachments if requested (**indicated by a "YES"**) in the "Upload Attachments with Additional Information" column. Attachments that are not requested, will not be considered and will not be evaluated.

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

Mandatory Questions	Response by Supplier. Only Yes or No Answers	Upload Attach with Additional Information?
Supplier agrees that all products offered must be new, unused and in-current production, and published in the Suppliers' product lines. Items must be identified by part numbers from the Supplier published catalogs. They must be available for delivery from any of the Supplier's approved Authorized Dealer(s) within the State of Georgia.		No
The Supplier attests that they have executed projects involving receipt of Purchase Orders (P.O.s) via fax, e-mail, or Commerce Extensible Markup Language (CXML) (electronically) prior to submitting a response to this eRFQ. Supplier must document this experience through references. Please upload a minimum of 2 references that attest to Suppliers experience with receiving Purchase Orders in the formats as noted in Section 3.3. of the eRFQ.		Yes
Supplier agrees to notify the Contract Manager prior to any emergency or scheduled system maintenance to websites used by Authorized Users of the statewide contract.		No
Supplier agrees to receive all purchase orders, handle all billing, and receive all payments resulting from their awarded statewide contract. Any additional compensation between the Supplier and Dealer for delivering, and/or installing item(s) will be provided by the Supplier and will not be passed on to the Authorized User(s).		No
Supplier agrees to provide a quote to the Authorized User(s) with the product list price, discount, price after discount, statewide contract number and commodity code.		No
Supplier agrees to provide to the State, if requested, references, top customer list by spend, complete with contact information, or other documents needed during the Bid Evaluation Phase.		No

RFQ/RFQC Mandatory Questions

Mandatory Response Worksheet

FURNITURE

Questions are Pass/Fail. **Ordinarily, to be considered responsive and eligible for award as a qualified bidder you must answer all questions in this section with a "YES".** Refer to section 4.3. of the eRFQ for specific

If you answer with a "NO" or leave blank **MAY fail the mandatory requirements and result in your bid being non responsive.** Non responsive bids are not eligible for award.

By answering "Yes," the Supplier indicates that he meets the individual requirements in the response column. Only upload attachments if requested (**indicated by a "YES"**) in the "Upload Attachments with Additional Information" column. Attachments that are not requested, will not be considered and will not be evaluated.

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

Mandatory Questions	Response by Supplier. Only Yes or No Answers	Upload Attachments with Additional Information?
The Supplier(s) agrees that DOAS, at its sole discretion; may remove Supplier(s) from the Furniture statewide contract, who has not realized any sales in the first two (2) years of the contract.		No
MARKETING		
The Supplier must prepare a detailed marketing plan which includes (but is not limited to) the following characteristics: (a) Detail the specific efforts being made to increase spend on the statewide contract, (b) Include a list of resources and personnel employed to execute the plan, (c) Identification of resources needed from the State to assist in marketing efforts, and (d) Attendance at events to market the statewide contract, i.e. Georgia Procurement Conference, NIGP Expo, etc. Supplier must upload the marketing plan as part of their response to this eRFQ.		Yes
The Supplier must provide a specific point of contact. The point of contact must have experience with Jaggaer or similar eProcurement systems, has access to Jaggaer Inc., and who coordinates with the Contract Manager concerning Jaggaer's systems.		No
The Supplier agrees to provide and maintain a Supplier Webpage, pursuant to the instructions outlined in Section 3.4. of the eRFQ document. The web page will be linked from the State contract web site and dedicated to the State of Georgia Furniture Statewide Contract. Access to this site and its information cannot be password protected, upload a detail plan which will meet this requirement.		Yes
CUSTOMER SERVICE		

RFQ/RFQC Mandatory Questions

Mandatory Response Worksheet

FURNITURE

Questions are Pass/Fail. **Ordinarily, to be considered responsive and eligible for award as a qualified bidder you must answer all questions in this section with a "YES".** Refer to section 4.3. of the eRFQ for specific

If you answer with a "NO" or leave blank **MAY fail the mandatory requirements and result in your bid being non responsive.** Non responsive bids are not eligible for award.

By answering "Yes," the Supplier indicates that he meets the individual requirements in the response column. Only upload attachments if requested (**indicated by a "YES"**) in the "Upload Attachments with Additional Information" column. Attachments that are not requested, will not be considered and will not be evaluated.

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

Mandatory Questions	Response by Supplier. Only Yes or No Answers	Upload Attach with Additional Information?
Supplier agrees to provide, at no cost, repairs to the Authorized Users product for the duration of the warranty period. The warranty period shall start on the date of product acceptance and shall be extended to include times during which the products are out of service for warranty repair.	No	No
Supplier agrees to provide trained personnel fluent-in-English who shall respond to customer inquiries within one business day of receipt of initial contact. These inquiries can include product information, billing disputes, delivery disputes or problems, product returns, pricing information, adding or deleting account names, addresses, and training requests. Supplier agrees to provide a customer service toll free number(s) with sufficient capacity to handle Authorized Users inquiries.	No	No
Supplier agrees to notify the State's Contract Manager in writing of any unresolved disputes or problems encountered by Authorized User(s) of the statewide contract that have been outstanding for more than five (5) business days.	No	No
The Supplier warrants their Top To Mid-Grade Quality Furniture components for a minimum of ten (10) years, electrical systems for a minimum of five (5) years, height and operating adjustments mechanisms for a minimum of five (5) years, materials and workmanship for a minimum of five (5) years, and fabric and veneer for a minimum of five (5) years. If, during this period, faults develop with the unit or components of the unit, they shall be repaired or replaced without any cost, including transportation and installation costs, to the Authorized User. Do you Agree?	No	No

RFQ/RFQC Mandatory Questions

Mandatory Response Worksheet

FURNITURE

Questions are Pass/Fail. **Ordinarily, to be considered responsive and eligible for award as a qualified bidder you must answer all questions in this section with a "YES".** Refer to section 4.3. of the eRFQ for specific

If you answer with a "NO" or leave blank **MAY fail the mandatory requirements and result in your bid being non responsive.** Non responsive bids are not eligible for award.

By answering "Yes," the Supplier indicates that he meets the individual requirements in the response column. Only upload attachments if requested (**indicated by a "YES"**) in the "Upload Attachments with Additional Information" column. Attachments that are not requested, will not be considered and will not be evaluated.

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

Mandatory Questions	Response by Supplier. Only Yes or No Answers	Upload Attach with Additional Information?
Supplier agrees to provide a toll-free number for the State of Georgia, to be used solely by Authorized Users for placing orders. Orders received by the Supplier between the hours of 8:00 am - 3:00 pm (EDT/EST) Monday - Friday, will be processed the same day. Orders received after 3:00 P.M. will be processed the next business day.		No
Supplier agrees to work with the Contract Manager in resolving any issues resulting from measurement of customers satisfaction surveys. The State's Contract Manager will work collaboratively with the Supplier to continually monitor the success levels of the statewide contract. Supplier further agrees to address any issues identified in the survey within 7 business days and provide the State Contract Manager a specific plan to address the issue.		No
Supplier agrees to provide "Design Services" as requested without any additional fee to the Authorized Users.		No
DELIVERY		
Supplier agrees to comply with State policies surrounding deliveries to correctional facilities or other institutional grounds that require prior clearances for all delivery drivers, as well as a search of the delivery vehicle. Supplier is responsible for obtaining clearance prior to delivery. Delayed pick-up and deliveries due to driver not being cleared to enter institutional grounds may cause the Supplier to be declared in default of the statewide contract.		No
Supplier agrees to provide a document outlining the lead-time for manufacturing and delivery for the proposed furniture line(s). Please upload documentation showing your lead time.		Yes

RFQ/RFQC Mandatory Questions

Mandatory Response Worksheet

FURNITURE

Questions are Pass/Fail. **Ordinarily, to be considered responsive and eligible for award as a qualified bidder you must answer all questions in this section with a "YES".** Refer to section 4.3. of the eRFQ for specific

If you answer with a "NO" or leave blank **MAY fail the mandatory requirements and result in your bid being non responsive.** Non responsive bids are not eligible for award.

When answering "Yes," the Supplier indicates that he meets the individual requirements in the response column. Only upload attachments if requested (indicated by a "YES") in the "Upload Attachments with Additional Information" column. Attachments that are not requested, will not be considered and will not be evaluated.

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

Mandatory Questions	Response by Supplier. Only Yes or No Answers	Upload Attach with Additional Information?
Supplier agrees to make their returns process as efficient and speedy as possible for the Authorized User, including prompt issuance of credit or replacement if applicable. The process shall be completed within 45 days of the Authorized User(s) initial notification. <u>This does not apply to Custom Made Items.</u>		No
Supplier agrees that items designated as "Dock Delivery" must be delivered by the delivering carrier and loaded directly on the Authorized User's loading dock. If there is no loading dock, items must be unloaded by the delivery carrier and placed in a space immediately adjacent to the building's back delivery door (where a loading dock would normally be located).		No
Supplier agrees that items designated for "Inside Delivery" (non-installed) must be unloaded and delivered in the shipping carton to the ordering agency and placed inside the door on the first or ground level floor of the building.		No
Supplier agrees that items designated as "Delivered and Installed" must be opened, installed, set in place, and ready for use at the Authorized Users designated location. This includes removal and disposal of all debris which result from the delivery and installation. Supplier or the delivering carrier, acting as the Supplier's agent, shall be responsible for receipt, inspection, and assembly, until the Authorized User provides signed acceptance. The Authorized User shall be responsible for the immediate removal of any existing furniture being replaced by the delivery.		No
Supplier agrees not to impose a re-stocking fee to the Authorized User, for items cancelled, returned, or exchanged due to damage. <u>This does not apply to "Custom Made items".</u> Supplier must make the return or exchange within thirty (30) days or a timeframe mutually agreed upon by the Supplier and Authorized User.		No

RFQ/RFQC Mandatory Questions

Mandatory Response Worksheet

FURNITURE

Questions are Pass/Fail. **Ordinarily, to be considered responsive and eligible for award as a qualified bidder you must answer all questions in this section with a "YES".** Refer to section 4.3. of the eRFQ for specific

If you answer with a "NO" or leave blank **MAY fail the mandatory requirements and result in your bid being non responsive.** Non responsive bids are not eligible for award.

By answering "Yes," the Supplier indicates that he meets the individual requirements in the response column. Only upload attachments if requested (**indicated by a "YES"**) in the "Upload Attachments with Additional Information" column. Attachments that are not requested, will not be considered and will not be evaluated.

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

Mandatory Questions	Response by Supplier. Only Yes or No Answers	Upload Attach with Additional Information?
Supplier agrees to deliver products to meet the delivery requirements of the various Authorized Users throughout the State.	No	No
The Supplier agrees that shipments shall be F.O.B. destination to the Authorized User's receiving point. Freight must be paid by the Supplier and not billed to the Authorized User.	No	No
Supplier agrees that all packaging must meet industry standards and provide complete protection of the furniture in shipment, loading, unloading, and long-term storage if required. All packaging must be labeled as to Contents, Purchase Order Number, Model Number, Fabric Number, and/or Finish.	No	No
Supplier agrees to provide Authorized User(s) with order status via telephone, Internet, and e-mail. Order status should include order fill status, estimated delivery or ship status, total cost, and any other information requested by Authorized Users relevant to the order status within three (3) business days of order placement.	No	No
The Supplier is responsible for any storage, return freight charges, and/or any other resulting charges due to the Supplier's failure to conform to product specifications.	No	No

Additional Scored Responses

All items labeled "Additional Scored Responses" is information that is requested by the State. Offerors must provide a thorough narrative description in the space provided in this spreadsheet.

Answers along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachs with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attaments with Additional Information?	Attachment File Name
1	If your company has the capability to receive and send (EFT) "Electronic Funds Transfer", please provide your bank information: name and address of bank, routing or ABA number, account number.	Affordable Interior Systems is capable to receive and send EFT. Please see attached document which includes the necessary bank information.	Yes	AIS_AttachmentF_1_EFTinformation
2	List any additional discounts that you will apply to this contract; i.e, (amount of spend from \$30,000 to \$100,000 receives x% discount	Affordable Interior Systems is prepared to offer additional discounts on a tier basis. Please see attached document for tiered additional discount information.	Yes	AIS_AttachmentF_2_AdditionalDiscounts
3	Does your company offer design services? If yes, briefly describe your design services program.	Affordable Interior Systems offers a multitude of services within the design department. Please see attached overview for details.	Yes	AIS_AttachmentF_3_DesignServices
4	Is your company Green Guard Certified as defined by the Executive Order? If yes, briefly discribe how your company meets this requirement.	Affordable Interior Systems is Indoor Advantage Gold Certified with SCS Global Services (SCS-EC10.2-2007). SCS is an equivalent testing agency to 'GreenGuard', as both conform to the ANSI/BIFMA Furniture Emissions	Yes	AIS_AttachmentF_4_EnvironmentalInformation
5	Does your company hold a Consumer Product Safety Improvement Act Certification for each product series? If not, briefly discribe why your company does not hold a CPSI Act Certification.	considered 'child-related'. Furthermore, the products we offer are not represented in the table of regulated 'non-child related' products. This certification is not applicable to AIS' products.	No	
6	What is the current lead-time (manufacturing & delivery) for the proposed furniture line(s)?	AIS also offers a QuickShip program where 90% of offerings can be manufactured within 7 working days.	No	



eRFP 99999-SPD0000100 Addendum 1

RFP Number: -eRFP 99999-SPD0000100	RFX Title: Office, Computer & Educational Furniture
Requesting State Entity: DOAS, State Purchasing Division	
Issuing Officer: Mario Morales	RFX Initially Posted to Internet: 9/12/2013
eMail Address: Mario.morales@doas.ga.gov	Telephone: 404-463-3857
Addendum Number: 1	Date: 9/25/2013

The attached information, provided by the issuing State Entity, is made a part of this eRFP. The purpose of this addendum is to revise the eRFP as follows:

1. This Addendum 1 to eRFP 99999-SPD0000100 is now effective and hereby becomes a part of the solicitation. Suppliers are to sign this Addendum and submit with their response to this solicitation.

- a) **The solicitation due/close date is now extended to 10/21/2013; the time is 3:00p.m. New eRFP document reflects this change.**
- b) The disassemble language has been removed from this eRFP and cost sheet, disassemble no longer applies
- c) Added updated Mandatory, Mandatory Scored and Additional Scored Forms
- d) Added Custom made to Definition of Terms
- e) Removed for any reason from Mandatory 17 and added does not apply to Custom Made products
- f)

2. Link to the Bidders conference recording

<http://pur.doas.ga.gov/Webinars/2013-09-24%2010.04%20Furniture%20Pre-Bid%20Solicitation.wmv>

3. Note: In the event of a conflict between previously released information and the information contained herein, the latter shall apply.

A signed acknowledgment of this addendum (this document) should be attached to your RFX response.

Affordable Interior Systems, LLC

Supplier's Name

Sid Meadows

Signature

Sid Meadows | Senior Vice President

Printed Name and Title



eRFP 99999-SPD0000100 Addendum 2

RFP Number: -eRFP 99999-SPD0000100	RFX Title: Office, Computer & Educational Furniture
Requesting State Entity: DOAS, State Purchasing Division	
Issuing Officer: Mario Morales	RFX Initially Posted to Internet: 9/12/2013
eMail Address: Mario.morales@doas.ga.gov	Telephone: 404-463-3857
Addendum Number: 2	Date: 10/2/2013

The attached information, provided by the issuing State Entity, is made a part of this eRFP. The purpose of this addendum is to revise the eRFP as follows:

1. This Addendum 2 to eRFP 99999-SPD0000100 is now effective and hereby becomes a part of the solicitation. Suppliers are to sign this Addendum and submit with their response to this solicitation.

- a) Uploaded a new cost sheet Version 4 - Deletion of C-17 - (2) 310 Series Vertical Files and 54F154D Vertical File. Also deleted C-19 Work Benches - WB103-XXX, WB130-XXX, WTL204-XXX
- b) Additional Discounts Tab 3 of Cost Sheet: Expanded to allow discounts on all three delivery options
- c) Uploaded Supplier Q&A Template containing responses to 180 questions

2. Note: In the event of a conflict between previously released information and the information contained herein, the latter shall apply.

A signed acknowledgment of this addendum (this document) should be attached to your RFX response.

Affordable Interior Systems, LLC

Supplier's Name

Sid Meadows

Signature

Sid Meadows | Senior Vice President

Printed Name and Title



eRFP 99999-SPD0000100 Addendum 3

RFP Number: -eRFP 99999-SPD0000100	RFX Title: Office, Computer & Educational Furniture
Requesting State Entity: DOAS, State Purchasing Division	
Issuing Officer: Mario Morales	RFX Initially Posted to Internet: 9/12/2013
eMail Address: Mario.morales@doas.ga.gov	Telephone: 404-463-3857
Addendum Number: 3	Date: 10/3/2013

The attached information, provided by the issuing State Entity, is made a part of this eRFP. The purpose of this addendum is to revise the eRFP as follows:

1. This Addendum 3 to eRFP 99999-SPD0000100 is now effective and hereby becomes a part of the solicitation. Suppliers are to sign this Addendum and submit with their response to this solicitation.

a) Uploaded a new cost sheet Version 6 – To correct Tab 3, Authorized Dealer list # 14 locked cell.

2. Note: In the event of a conflict between previously released information and the information contained herein, the latter shall apply.

A signed acknowledgment of this addendum (this document) should be attached to your RFX response.

Affordable Interior Systems, LLC

Supplier's Name

Sid Meadows

Signature

Sid Meadows | Senior Vice President

Printed Name and Title