

State of Georgia

Statewide Standard Contract Form

Solicitation Title Networking Equipment and Related Services	Solicitation Number 99999-SPD0000219	Contract Number 99999-SPD-SPD0000219-0002
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1. This Contract is entered into between the Agency and the Supplier named below:

Agency's Name Department of Administrative Services	(hereafter called Agency)
Supplier's Name Cisco Systems, Inc.	(hereafter called Supplier)

2. Contract to Begin: 11/18/2024 Date of Completion: 11/17/2026 Renewals: **Five (5) one (1) year renewal options**

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

4. Authorized Person to Receive Contract Notices for Agency: **McCall Ginsberg, Deputy General Counsel** Authorized Person to Receive Contract Notices for Supplier: **Jumana Dihy**


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: Contract Terms and Conditions for Goods and Ancillary Services including Attachment 4, State of Georgia, DOAS, Data Security Terms and Conditions
Attachment 2: Solicitation or RFX (referenced above)
Attachment 3: Supplier's Final Response
Attachment 5: Cisco General Terms, as modified by agreement of the Parties and attached
Attachment 6: Supplier's Systems Information Data Brief

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

6. **Supplier**

Supplier's Name (If other than an individual, state whether a corporation, partnership, etc.)
Cisco Systems, Inc.


By (Authorized Signature) 	Date Signed 9/13/2024
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Printed Name and Title of Person Signing
Jenn Baenziger Authorized Signatory

Address
170 West Tasman Drive, San Jose, CA 95134

7. **Agency**

Agency Name
Department of Administrative Services

By (Authorized Signature) 	Date Signed 9/24/2024
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Printed Name and Title of Person Signing
Jim Barnaby, Deputy Commissioner, DOAS SPD

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



State of Georgia
STATEWIDE CONTRACT
DEPARTMENT OF ADMINISTRATIVE SERVICES
Electronic Request for Proposals (eRFP)
Event Name: Networking Equipment and Related Services
eRFP (Event) Number: 99999-SPD0000219

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 **Networking Equipment and Related Services**. The resulting statewide contract will serve as a consolidation of the equipment and services that have previously been purchased under statewide contract 99999-SPD-T20120501, (IT Networking Equipment), and statewide contract 99999-SPD-NVPUT3229-0001, (Data Communication Products and Services).

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

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

The scope of this procurement is intended to source networking equipment and related services and contract with Networking Original Equipment Manufacturers (OEM). The State desires to award contracts to responsive and responsible Suppliers whose bid proposals provide the best value and services to state and local agencies. DOAS expects to award multiple contracts in each category that are (1) within a competitive range and/or (2) provide adequate sources of supply throughout the State of Georgia.

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

If the State requests to add new equipment categories permanently, then all awarded Suppliers will be notified of the proposed change and will have the opportunity to work with DOAS to determine applicability, introduction, etc.

Please see Attachment B. Performance Requirement Document (PRD) for a comprehensive overview of all performance requirements.

This procurement is being conducted for statewide sources of supply for Networking Equipment and Related Services in the following three (3) categories:

Category 1 – Core Networking & Infrastructure Products

Category 2 – Network Optimization & Management Products

Category 3 – Network Security Products & Security Solutions

Each category also includes the following items, necessary and specific to the scope of each category:

- Equipment Licensing
- Peripherals
- Software, Cloud Networking, Management, and Automation Solutions
- Related Valued-Added Professional Services
- IoT Products
- Emergent and Future Technologies

The State expects that the awarded Supplier(s) in each Networking Equipment Category shall furnish high-quality, innovative Networking equipment and related services at the lowest price available while maintaining or exceeding current service and performance level(s). The State expects Suppliers' products, sales, customer service and technical support teams, Authorized Servicing Partners, contract management process, and quality management systems to be "best-in-class" in the Networking Industry.

Suppliers should be able to provide a broad range of hardware/software products as well as related service offerings to all Authorized Users of the State of Georgia. Suppliers may sell their products and services directly via their own sales force and indirectly through a network of Authorized Servicing Partners.

Suppliers must describe their ability to provide products and services in at least one of the Categories. For the category that the Supplier is responding to, Suppliers must provide the mandatory listed products, and all additional in-scope products are preferred.

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

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

- Video Surveillance products and services and Access Control products and services – available under Integrated Security & Surveillance Products and Services (99999-SPD-SPD0000172).
- Server and storage products and services – available under the Enterprise Infrastructure contract (99999-SPD-SDP0000139)
- Audiovisual products and services – available under the Audiovisual Equipment and Related Services Contract (99999-SPD-SPD0000210)
- End User Computing products and services – available under the End-User Computing Contract (99999-SPD-SPD0000161)
- Software and Cloud products and services – available under the Software Contract (99999-SPD-SPD0000060) or the Cloud Solutions and Services Contract (99999-SPD-T20190804)
- Any data center enclosures (data cages, cabinets, racks, etc.).
- Non-OEM Transceivers
- Patch Cables
- Fiber Jumpers

Any products not offered by any statewide contract supplier under the resultant statewide agreements are considered out of scope.

All Contracts are solicited and awarded based on good faith. Suppliers interested in winning state contracts must actively participate in the procurement process. Suppliers must not act opportunistically by attempting to interfere with the procurement process or the lawful award of state contracts. Attempts to sell products or services to the Authorized User outside of the procurement process through sales pressure or any other aggressive tactics are not permitted and may result in disciplinary action including, but not limited to, terminating the Supplier's registration (Georgia Procurement Manual 1.3.7.4 Improper Sales Attempts).

1.2. Supplier Qualifications and Solicitation-Specific Bid Instructions

1.2.1. Qualifications / Bid Factors

- **Original Equipment Manufacturer**
Supplier must be a current Original Equipment Manufacturer of networking equipment, supplies, and related services and have been in business for at least five (5) years. If Supplier's business has experienced changes such as reorganization or mergers that will affect Supplier's ability to show the requirement is met, Supplier must upload an attachment explaining the company's history. The attachment must provide a sufficient description for each merger or acquisition to enable DOAS to easily determine the years of experience of the combined entity.
- **Supplier(s) must describe their ability to provide products and services in at least one of the Categories.** For the category that the Supplier is responding to, Suppliers must provide the mandatory stated listed products, and all additional in-scope products are preferred.
- **Debarred, Suspended, or placed on Notice**
Suppliers must disclose whether their company has ever been debarred, suspended, or placed on notice for default from any client. If so, the Supplier must disclose the client, date, summary of the occurrence, and any results or mitigating circumstances in an attachment. If the Supplier has never been debarred, suspended, or placed on notice for default from any client, Still select yes as an agreement to the requirement.
- **Authorized Servicing Partners**
Supplier agrees all restrictions, obligations, and responsibilities of the Supplier under the Statewide Contract shall also apply to Suppliers subcontractors and Authorized Servicing Partners. Any contract with a subcontractor or Authorized Servicing Partner must also preserve the rights of the Agency. Supplier is responsible for ensuring that any third-party personnel performing under the contract adhere to contract terms/conditions and provide the level or quality of service required by the Supplier's specifications.
- **Contract Pricing**
The State expects, within the category scope of the eRFP, that Supplier's entire equipment and related service discount lists, will be offered to Authorized Users upon award of the contract. The State expects Supplier(s) to submit their most aggressive and competitive discount percentages off MSRP.
- **Educational Discount**
Supplier agrees to provide an additional educational discount where eligible and agrees that the following government entities shall be eligible to receive any Educational Discount Price:
University System of Georgia and all of its colleges and universities, the Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, Department of Early Care and Learning, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, public K-12 schools, public boards of education, local educational agencies ("LEA"), "local school systems" and "local units of administration as those terms are defined by O.C.G.A. § 20-2-242, and any other Purchasing Entity identified by mutual agreement as an educational entity.

1.2.2. Solicitation-Specific Bid Instructions

- **Supplier-specific Software and Cloud License Agreement and Terms of Use**

Supplier agrees to submit, with their bid submission, any software license agreement(s), end user license agreement(s) or terms of use specifically pertaining to OEM's offerings under this eRFP. They will be incorporated into an all-inclusive license agreement, ready to be negotiated, in good faith, with the State, and as the said agreement is executed, should be the only software license agreement in place governing all the software purchases by Authorized Users of the State. The agreement should be static and should not include any hyperlinks to any other Supplier software-related terms and conditions.

- **Supplier-specific Leasing/Finance Agreement**

If Supplier can offer leasing or alternative financing methods, Supplier agrees to submit, with their bid submission, a Supplier-specific Leasing/Finance agreement that should be an all-inclusive Leasing/Finance agreement, ready to be negotiated, in good faith, with the State, and as the said agreement is executed, should be the only Leasing/Finance agreement in place governing all the Leasing/Financing purchases by Authorized Users of the State. The agreement should be static and should not include any hyperlinks to any other Supplier-related terms and conditions.

- **Contract Management**

It is the State's goal for each Supplier to be primarily responsible for the Statewide Contract as a purchasing vehicle and to assign Authorized Servicing Partner(s) to awarded categories to provide another level of local interface and support for Authorized Users of the State. The State expects Suppliers to remain committed and actively involved in an effective contract management process to ensure that customer needs are met, requirements are complied with, and the goals of the solicitation and awarded contract are achieved.

- Supplier agrees to provide the assigned State of Georgia Contract Representative's name, phone number, and email address. Supplier must also provide management personnel's name(s) and phone number(s) to be contacted if problems or emergencies arise.
- The State expects the Supplier to notify DOAS of changes in its key sales/administrative personnel in advance and in writing. In addition, DOAS requires advance notification of a de-certified Authorized Servicing Partner currently providing sales, services, and support for an awarded Supplier. Furthermore, the State reserves the right to require a change in Supplier's assigned representative(s) if the assigned representative is not, in the opinion of the DOAS, meeting the State's needs adequately.

1.3. Category Background and Estimated Spend

The current contract, IT Networking Equipment (99999-SPD-T20120501), a convenience contract, was awarded and effective June 1, 2012. There are nine (9) awarded Suppliers across five (5) categories.

Category 1 - Wired Networking & Infrastructure Products

Category 2 - Network Optimization & Management Products

Category 3 - Wireless Networking & Infrastructure Products

Category 4 - Security Products

Category 5 - Unified Communications Products

Via this sustainable, flexible, and well-established contract, the State of Georgia has seen cost savings through significantly lower product costs, improved product performance and reliability, improved relationships with contract Suppliers and their Servicing Partners, and increased access to value-added technology/best-in-class products.

The new contract aims to ensure and continue all the above-mentioned successful contract implementations while focusing on improving and expanding the contract in the following, including but not limited to:

- Category scope
- Software and Management Solutions (On-premises, cloud, and hybrid options)
- Security
- Related Value-Added Professional Services
- Internet of Things (IoT) products (Network and category scope specific)

- Increased cost transparency

In addition to the IT Networking Contract, in 2019, the State negotiated and awarded a participating addendum (PA), via the NASPO ValuePoint Consortia for Data Communication Products and Services (99999-SPD-NVPUT3229-0001). The resulting statewide contract will serve as a consolidation of the two existing contracts in place.

The State has done extensive research into the category of Unified Communications and has concluded that this category has, in the past couple of years, developed, expanded, and emerged into a separate market with separate requirements and a separate set of Suppliers providing these services. Suppliers in this market can provide the foundation for advanced unified communications providing services such as session management, collaborative contact centers, voice, video, messaging, mobility, and meeting solutions (i.e., web, audio, IM&P, file sharing, white boarding, guest support, etc.). Therefore, the State has made the decision to exclude this category in the new Networking Equipment and Related Services contract and instead focus and continue the research to establish a separate Unified Communications contract in the future.

DOAS has determined through spend analysis encompassing fiscal years 2020-2023 (July 1, 2019 – June 30, 2023) that Authorized Users of the current statewide contracts spend, on average, approximately \$42.3M annually on the products, software, and services outlined in this eRFP. This historical spend is based on purchasing activity by Authorized Users across the State associated with the nine (9) suppliers selling under the existing IT Networking Equipment Contract (99999-SPD-T20120501) and the one (1) supplier selling under the existing Data Communication Products & Services Contract (99999-SPD-NVPUT3229-0001).

Table 1 depicts the total spend for the existing statewide contracts by fiscal year:

Table 1		
Fiscal year	Annual Spend	% Δ
2020	\$ 30,878,846	
2021	\$ 42,828,779	38.70%
2022	\$ 49,802,519	16.28%
2023	\$ 45,684,214	- 8.27%
TOTAL	\$169,194,358	
AVERAGE	\$ 42,298,590	

DOAS notes that the increase in the approval of grants and CARES Act funding amongst Georgia's higher education institutions due to the global pandemic correlates with the increase in spend during fiscal years 2021 and 2022. Although the purchase activities of Authorized Users occur independently and on separate timelines, many Authorized users typically follow a 5 to 10-year "refresh rate" for their existing Networking environments/solutions depending on the product.

The State expects sales volumes to stay consistent with FY2023 spend levels. The state budget for FY2024 is essentially the same as for FY2023. Please see the Governor's Office of Planning and Budget for FY2024 State Appropriations and Reserves Data: <https://opb.georgia.gov/afy-2023-and-fy-2024-governors-budget-report>

Table 2 provides Suppliers with the FY2023 spend pattern of Authorized Users by contract:

Table 2
FY2023 Spend by Contract

99999-SPD-NVPUT3229-0001	99999-SPD-T20120501
Data Communication Products & Services	IT Networking Equipment Contract
\$1,926,647	\$43,757,567

Although award of this contract does not guarantee any specific volume of sales from Authorized Users, awarded Supplier(s) can expect significant sales volume based on historical spending patterns and purchase activity (outlined above) which are anticipated to be sustainable throughout the term of any resultant contract. Furthermore, in response to this eRFP, DOAS expects to receive significantly lower competitive pricing that takes into consideration historical purchase volumes, reduced administrative expense resulting from consolidation of multiple government entities into a single purchasing base and expanded product/services offerings. Anticipated growth in sales is further supported, in large part, to the fact that Awarded Supplier(s) of any resulting statewide contract(s) will receive maximum exposure for their products through Team Georgia Market Place, the State's e-Procurement solution coupled with an increased emphasis on collaborative marketing efforts between the Supplier(s) and the State Purchasing Division.

1.4. 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 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.

1.5. Overview of the eRFP Process

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

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

1.6. Schedule of Events

The schedule of events set out herein represents DOAS' best estimate of the schedule that will be followed. Delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. Any changes to the dates up to the closing date of the eRFP will be publicly posted

prior to the closing date of this eRFP. After the close of the eRFP, DOAS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the statewide contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on the Georgia Procurement Registry ("GPR")	N/A
Virtual Offerors Conference via Microsoft Teams. See Attachment J. Virtual Offeror's Conference Announcement for more details. Attendance is: Optional	10/23/2023	See GPR
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	10/25/2023	5:00 p.m. ET
Responses to Written Questions	11/01/2023	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on the GPR	See GPR
Proposal Evaluation Completed (on or about)	5 to 6 Weeks after Closing	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	6 to 8 Weeks after Closing	TBD
Negotiations with Identified Suppliers (on or about); discretionary process	6 to 8 Weeks after Closing	TBD
Final Evaluation (on or about)	10 to 12 Weeks after Closing	N/A
Finalize Contract Terms	10 to 12 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	12 to 15 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	As published on the GPR	See GPR

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

1.7. Official Issuing Officer (Buyer)

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

Alexandra (Alex) Stewart

Phone Number: 470-763-6665

Email Address: alexandra.stewart@doas.ga.gov

1.8. Definition of Terms and Acronyms

Please review the following terms:

DOAS – the Georgia Department of Administrative Services

Supplier(s) – companies desiring to do business with the State of Georgia.

RFP – Request for Proposal; method by which entities solicit responses from the marketplace that are evaluated and used to form a contract for subsequent purchase(s).

Please see Attachment I. Comprehensive List of Definitions of Terms and Acronyms.

Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Suppliers" of this eRFP.

1.9. Contract Term

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

1.10. Small and Diverse Businesses

The State is committed to supporting small and diverse businesses and encourages all qualified companies to participate in the procurement process through prime and subcontractor opportunities. In an effort to assist minority-owned businesses, Georgia law permits an income tax adjustment on the state tax return of any company that subcontracts with a certified minority-owned firm to furnish goods, property or services to the State of Georgia O.C.G.A. Section 48-7-38. A minority-owned business may be defined as a business owned by an individual who is a member of a minority group or a partnership in which 51% or more of the ownership interest is owned by one or more members of a minority. O.C.G.A. Section 48-7-38 recognizes minority groups as Black or African American, Hispanic or Latino, Asian-Pacific American, Native American or Asian-Indian American. Suppliers should consult with their tax advisors to find out how to take advantage of these tax credits.

2. Instructions to Suppliers

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

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

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

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

2.1.2. Restrictions on Communicating with Staff

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

2.1.3. Submitting Questions

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

Company Name

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

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

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

2.1.4. Attending Bidders'/Offerors' Conference

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

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

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

2.1.6. Failing to Comply with Submission Instructions

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

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

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

solicitation that a trivial or negligible effect on a Supplier's proposal's total price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to other Suppliers. DOAS maintains discretion to provide a supplier with an opportunity to cure any deficiency resulting from a minor informality or irregularity or to waive any such deficiency when it is to the advantage of the State. Examples of minor informalities or irregularities include, but are not limited to:

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

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

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

2.1.9. Protest Process

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

2.1.10. Costs for Preparing Proposals

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

2.1.11. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to DOAS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. After issuance of the Notice of Intent to Award (or the Notice of Award in the event DOAS does not issue the Notice of Intent to Award), or after a solicitation has been cancelled following evaluation, without intent to rebid, requests for access to public records, shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including but not limited to, cost estimates, proposals/bids, evaluation criteria, supplier proposals, evaluation documents, negotiation documents, offers and counter offers, and records revealing preparation to the procurement, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure. DOAS is allowed to assess a charge for search, retrieval, redaction, and to defray the cost of reproducing documents as permitted under O.C.G.A. § 50-18-71(c)(1).

2.1.12.1. Marking Submissions as “Confidential”, “Proprietary”, or “Trade Secret”

If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential,” “Proprietary,” or “Trade Secret” and specify the statutory exemption. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as “Confidential” will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12.2. Submission of Redacted Copies

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

redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information.

2.1.12.3. Trade Secret

In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include **with its bid/proposal submission, an affidavit indicating the specific information** that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. A sample affidavit template is provided as an attachment to this solicitation; however, use of the sample affidavit template does not guarantee that all requirements of the Open Records Act have been met. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia law. Designation of a "trade secret" shall not be binding on the State, but the State will review and consider the designation. Wholesale designation of a response or substantial parts of a response as "trade secrets" will not be accepted by the State. In general, the State does not consider pricing information to be trade secret. See *State Rd. & Tollway Auth. V. Elec. Transaction Consultants Corp.* 306 Ga. App. 487; 702 S.E. 2d 486 (2010).

2.1.13. Registered Lobbyists

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

2.1.14 National Defense Authorization Act (NDAA)

A vital component of the State's mission is ensuring that any equipment or services procured by Authorized Entities adequately protects the security of state data. Effective August 13, 2018, the John McCain National Defense Authorization Act (NDAA), H.R. 5515 (<https://www.congress.gov/bill/115th-congress/house-bill/5515/text#toc-H4350A53097BD46409287451A50C4F397>), provides that agencies of the federal government are prohibited from procuring equipment or services from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). In addition, federal agencies are prohibited from procuring certain video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any of their subsidiaries or affiliates). For similar reasons, the State, has determined that Suppliers utilizing manufacturer's equipment, subcomponent products or services provided by these entities will be excluded from receiving an awarded contract. Please confirm that you agree not to utilize manufacturer's equipment, subcomponent products or services from any of the companies identified in the NDAA under any resultant contract award with the State of Georgia.

2.1.15. Supplier Debriefing Process

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

2.2. Submittal Instructions

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions

regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Suppliers are required to access and utilize the training materials identified in Section 2.1.1 “Team Georgia Marketplace™” of this eRFP to ensure the supplier successfully submits a response to this eRFP.

2.2.1. eRFP Released

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

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

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

2.2.2. eRFP Review

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

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

1. First, documents may be provided at the “header” level of the Sourcing Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the supplier may open and save all of the available documents. In this location, the supplier is most likely to find this document (Statewide eRFP Document) as well as the worksheets and attachments referenced in Section 4 “eRFP Proposal Factors”. The Supplier is responsible for thoroughly reviewing all provided attachments.
2. Second, documents may also be provided at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Sourcing Event. Please access any provided documents as follows:
 - a. First Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
 - b. Second Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the supplier will navigate to a new page of the Event.

- ii. On this new page, the supplier can locate attached documents.

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

2.2.3. Preparing a Response

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

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

2.2.4. Uploading Forms

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

1. First, the “View/Add General Comments & Attachments” link contains a place for the supplier to upload all of the documents and worksheets which were provided by DOAS under the “View Event Attachments” link. Once the supplier has completed the Event Attachments, the supplier can then select “Add New Attachments” to upload the completed documents. The supplier can upload as many documents as necessary in this section of the Sourcing Event.
2. Second, the supplier can also upload documents in response to each question or bid factor which appears on the main page of the Sourcing Event, which appears below the “View/Add General Comments & Attachments” link of the Sourcing Event. To the right of each question or bid factor, the supplier can select the “Add Comments or Attachments” link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting “Add Comments or Attachments”, the supplier should select “Upload” under the “Add New Attachments” section to browse and upload an electronic file.

3. Third, the supplier can also upload documents in the bottom portion of the Sourcing Event where pricing is requested. After selecting the comment bubble icon, the Sourcing Event allows the supplier to select "Upload" in order to include an attachment as part of the supplier's response. In the alternative, the supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the supplier can select "View/Add Question Comments and Attachments" to upload a document.

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

2.2.5. Reviewing the Response Prior to Submission

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

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

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by a supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to DOAS and will not be considered for award. Only after the supplier selects the "Submit Bid" button, will the response to the eRFP be sent electronically, time stamping the supplier's response and sending a confirmation email to the email address of the supplier. Please note that submission is not instantaneous and may be impacted by unpredictable factors such as a supplier temporarily losing a connection to the Internet or increased system traffic; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline.** Please be aware that submission of multiple attachments may involve a substantial amount of time. Each Supplier is strongly encouraged to save attachments as they are uploaded and to submit its response/bid at least eight hours prior to close of a solicitation in order to allow ample time for appropriate technical support should the need arise. Each Supplier is responsible in all respects for timely delivery of its response and completeness in Team Georgia Marketplace™.

2.2.7. Reviewing, Revising or Canceling a Submitted Response

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

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select "View/Edit" and confirm "OK" when the warning appears. The warning

will instruct the supplier “WARNING: If you View/Edit your bid response, you must re-submit your bid”. Once the supplier has finished viewing the response, the supplier must click on “Submit Bid” and may simply exit the screen. DO NOT SELECT “Save for Later.” Team Georgia Marketplace™ recognizes any response placed in the “Save for Later” status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects “Submit Bid” prior to the closing date and time, no response will be transmitted through the system.

2. REVIEW AND REVISE. In the event the supplier desires to revise a previously submitted response, the supplier may select “View/Edit” and confirm “OK” when the warning appears. The warning will instruct the supplier “WARNING: If you View/Edit your bid response, you must resubmit your bid”. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting “Save for Later.” Once revisions are complete, the supplier **MUST** select “Submit Bid” to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by numerous events, such as the supplier temporarily losing a connection to the Internet.

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

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

2.2.8. Help Desk Support

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

3. General Business Requirements

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

3.1. Periodic Performance/Sales Reports

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

Quarterly Sales Report

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

Annual Analysis Report

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

Contract Status Reports

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

Subcontractor Reports

An annual status report identifying all subcontractors performing services in direct support of the statewide contract. Any and all subcontractors are subject to approval as further described in the statewide contract. The report should include the following information:

- subcontractor name
- type of performance provided
- business status
- ownership status (minority, women or veteran owned)
- estimated spend (as applicable)
- any other information requested by DOAS-SPD

The first report shall be due within 30 calendar days of contract award and, thereafter, on an annual basis at the time of statewide contract renewal.

3.2. Statewide Marketing Plan

Within 30 days after the award of a statewide contract, awarded supplier(s) will submit to the state's Contract Manager, for this contract category, a comprehensive marketing plan to grow the statewide contract within the authorized user community. This marketing plan will include, but not be limited to:

1. Strategy for Growing the Statewide Contract with State Agency Customers during 1st 6 months, 1st Year of New Agreement
2. Strategy for growing the Statewide Contract with College and University Customers during 1st 6 months, 1st Year of New Agreement
3. Strategy for growing the Statewide Contract with Local Government Entities during 1st 6 months, 1st Year of New Agreement

Further, the marketing plan should consider opportunities in rural as well as metropolitan areas.

3.3. Business Review Meetings

If selected for award, the supplier must be prepared to participate in business review meetings at DOAS' request. During the business review meetings, the supplier will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The business review meeting will also focus on the status of service level agreements and key performance indicators agreed to by supplier and DOAS. The business review meeting may involve, but not be limited to, the following: review of the supplier's performance and submitted reports, feedback and evaluation by the entities served, identification

of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a supplier service "scorecard."

3.4. Virtual Catalog

Team Georgia Marketplace™ Virtual Catalog

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

Supplier's Interface with the Virtual Catalog

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

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

also return detailed UNSPSC codes (as outlined in line 3) for each line item. Supplier also agrees to provide e-Quote functionality that is retrievable for purchase through the Integration to facilitate volume discounts. Supplier will need to be able to facilitate the delivery of Level II Punch Out within this Integration.

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

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

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

- Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Supplier's catalog that will be hosted by the Virtual Catalog. These images are displayed to the customer directly in search results as well as in the product details window.

- Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- Provide only one image per product.
- Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Supplier's business marketing.
- Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
 - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
 - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
- As products change, updated image files must be submitted to update the Virtual Catalog.
- Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
 - 30 pixels (H) x 70 pixels (W)
 - 50 pixels (H) x 115 pixels (W)
 - 300 pixels (H) x 200 pixels (W)

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

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

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

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

3.5. State of Georgia ePayable/Purchasing Card Program

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Supplier agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has

entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Supplier.

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

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

3.6. Administrative Fee and Sales Reporting Submission

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **1.00 percent %**. **EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST PROPOSAL WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE (HEREINAFTER, "THE FEE") BUILT INTO THE SUBMITTED PRICING.** All suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Supplier and remitted to DOAS in accordance with the following paragraphs.

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

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

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Supplier's Quarterly Sales Report Due Date</i>	<i>Supplier's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 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>
			30 DAYS FOLLOWING TERMINATION OF SWC

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

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

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

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

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

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

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees

which is outstanding. In the event the Supplier makes an error and overpays, the Supplier is responsible for alerting DOAS in writing of the Supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Supplier no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Supplier's overpayment of Fees.

- e. Default. **THE SUPPLIER'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE SUPPLIER IS HANDLING STATE FUNDS.** Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Supplier in default and recovering re-procurement costs from Supplier in addition to all outstanding Fees and interest.

3.7. Standard Insurance Requirements

Please see Attachment K. Statewide Contract for Networking Equipment & Related Services for insurance coverage details and requirements.

3.8. Bonds and/or Letter of Credit

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

3.9. Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the supplier guarantees and certifies that supplier's proposed solution, including but not limited to all goods, services, and technology proposed by supplier, meets or exceeds all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's proposal; and
3. That the technical and cost proposals submitted by the supplier shall be valid and held open for a period of **two hundred and seventy (270) days** from the final solicitation closing date and that the proposals may be held open for a lengthier period of time subject to the supplier's consent; and
4. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. eRFP Proposal Elements

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to download, complete, and then upload the General Mandatory Response Worksheet, "Scored Requirements Response Documents" (Category 1 and/or Category 2 and/or Category 3, plus General), "Cost Workbook" and "Additional Scored Response Worksheet" found as attachments in the Sourcing Event. Although many solicitations will contain all the worksheets/documents noted above, it is possible that a solicitation will not contain all the worksheets/documents. In the event all four worksheets/documents are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all four worksheets/documents are not required.

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

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

4.1. Technical Proposal Introduction

All the items described in **Attachment B. Performance Requirements Document (PRD)**, and **Attachment K. Statewide Contract for Networking Equipment and Related Services (Terms and Conditions)** are standards, service levels and/or terms and conditions that the State expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

4.2. Supplier General Information

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

4.3. Mandatory Requirements

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

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

All Suppliers, no matter which Category or Categories the Supplier is responding to should complete Attachment C. General Mandatory Response Worksheet.

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

A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be 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.

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

4.4. Mandatory Scored Response

As specified with each mandatory scored question listed in the **Scored Requirements Response Documents, (Attachments D, E, F, and G)** the supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive and eligible for award, all mandatory requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely calls for a response. Failure to meet any mandatory scored requirements may result in disqualification of the supplier's response in the event that a deviation is determined to be material pursuant to Section 6.2.1 of this eRFP. The narrative description, along with supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award."

All Suppliers, no matter which Category or Categories the Supplier is responding to should complete Attachment D. General Scored Requirements Response Document.

In addition, Supplier should complete and submit the following Scored Requirements Response Documents, depending on which Category or Categories Supplier is responding to:

Attachment E. Category 1 – Scored Requirements Response Document

Attachment F. Category 2 – Scored Requirements Response Document

Attachment G. Category 3 – Scored Requirements Response Document

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THESE DOCUMENTS.

4.5. Additional Scored Responses

All items labeled "Additional Scored Questions" (**Attachment D, E, F, and G**) represent information that is requested by DOAS. Suppliers are strongly encouraged to provide a thorough narrative description in the space provided. In addition to providing a narrative response, Suppliers may provide supporting materials/information in the form of attachments. Suppliers shall specify a filename, applicable to each question, to properly identify electronic files containing supporting materials/information provided in response to this eRFP. 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.

4.6. Additional Information

All items labeled "Additional Information Questions" (**Attachment E. Category 1 – Scored Requirements Response Document, and/or Attachment F. Category 2 – Scored Requirements Response Document, and/or Attachment G. Category 3 – Scored Requirements Response Document**), represent information that is requested but not required by DOAS.

Suppliers are encouraged to provide a thorough narrative description in the space provided. In addition to providing a narrative response, Suppliers may provide supporting materials/information in the form of attachments. Suppliers shall specify a filename, applicable to each question, to properly identify electronic files containing supporting materials/information provided in response to this eRFP. Responses provided in along with any requested supporting materials will not be awarded points. Responses will be reviewed as additional information only.

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

5. Cost Proposal

Each Supplier is required to submit pricing in the Cost Workbook (**Attachment H**) as part of their response to this eRFP. The Cost Workbook is divided up by Category.

Category 1 – Core Networking & Infrastructure Products

Category 2 – Network Optimization & Management Products

Category 3 – Network Security Products & Security Solutions

Products/Services within each category are further classified into subcategories based on groupings of products/services with common distinctions and/or applications.

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

Please see **Attachment B. Performance Requirements Document (PRD)** for detailed descriptions of Categories.

5.1. Cost Proposal and General Pricing Rules

Each supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations and Award”. By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

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

12. All minimum discounts will remain constant throughout the term of the contract, including any renewals.

5.2. Cost Structure and Additional Instructions

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

The State expects that Supplier's available catalog of products, within the category scope of this eRFP, will be offered to Authorized Users upon award of the contract. The State expects Supplier(s) to submit their most aggressive and competitive discount percentages off MSRP.

Please note that all minimum discounts will remain constant throughout the term of the contract, including any renewals.

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

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

IT SHOULD BE NOTED both a "Minimum Discount % off MSRP" and "Minimum Educational Discount % off MSRP" must be provided. Suppliers are also REQUIRED to provide a GREATER Minimum Education Discount % OFF MSRP than the proposed Minimum Discount % OFF MSRP. The proposed minimum discounts % off MSRP provided in each of the three (3) categories listed in the cost worksheet per manufacturer/brand will also be the contractual discount price and will apply to ALL Supplier catalog items offered for sale within the respective manufacturer/brand and will remain constant throughout the term of the contract, including any renewals. The "Minimum Educational Discount % off MSRP" must be at least one whole number percentage higher than the "Minimum Discount % off MSRP" (non-educational).

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

Each Professional Service Title is composed of functional responsibilities described under the “Professional Services Specifications/Definitions” section of the “Related Value-Added Services” tab. If awarded a contract, at a minimum, the Supplier must ensure their personnel assigned to the Professional Service Titles under each category(ies) provide the functional responsibilities described in the cost worksheet.

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

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

5.2.1. Cost Worksheet Instructions (Attachment H. Cost Workbook)

Based on historical purchase volumes, purchasing habits and need assessment surveys of Authorized Users, the State has identified specific items within each equipment category. Based on the product specifications for each item, Suppliers shall propose the manufacturer name or brand name, part/model #, nationally published MSRP per UOM (unit of measure), and supplier proposed minimum discount % off MSRP (non-educational and educational) for an item in their equipment catalog that MEETS or EXCEEDS, the form, fit, and functionality of the item specifications provided in the cost worksheet.

Mandatory Categories: Category 1 – Core Products, Category 2 - Network Optimization, and Category 3 – Security Products.

The Category tabs, “Category 1 – Core Products”, “Category 2 - Network Optimization”, and “Category 3 – Security Products”, contains a Category Discount Summary Table for the Supplier(s) to provide the minimum discount percentages (Non-Educational and Educational) applicable to each category's subcategories. The supplier proposed minimum discount % off MSRP (non-educational and educational) provided per item in each Categories' worksheet, will also be the contractual discount pricing and will apply to ANY exact/comparable Supplier catalog items offered for sale within the respective manufacturer/brand and will remain constant throughout the term of the contract, including any renewals. The Supplier is REQUIRED to propose one (1) item that meets or exceeds the minimum specifications for each line. In order to be eligible for evaluation and potential award, Supplier(s) must at a minimum propose pricing for ALL REQUIRED PRICE ELEMENTS listed within ALL subcategories FOR AT LEAST ONE CATEGORY they intend to offer for consideration and potential award on this eRFP.

In order to be eligible for a CATEGORY AWARD, Suppliers are REQUIRED to provide the following information for ALL REQUIRED LINE ITEMS listed in each Category's (1-3) pricing tab:

- a) The Manufacturer Name or Brand Name
- b) The Part/Model #
- c) The Nationally Published MSRP per UOM
- d) The Supplier Proposed MINIMUM Discount Percentage Off Published List Price (Non-Educational and Educational) provided in the Category Discount Summary Table.

The functional equivalent of item(s) proposed will be evaluated by DOAS, who reserves the exclusive right to make the final determination whether an item, actually MEETS or EXCEEDS the required product

specifications of the respective line item. The State reserves the right to request product demonstrations from the Supplier to further substantiate the determination of equivalency prior to award. Failure to provide the requested data and/or product demonstrations may be considered sufficient basis for rejection of the Supplier's proposal. Suppliers should note that if any item proposed is not accepted by DOAS, it may result in an incomplete cost proposal which could result in disqualification from further consideration for award.

The Supplier is required to complete ALL cells highlighted in YELLOW (Columns E, F, G, H, I, and K) for all MANDATORY subcategories in which they intend to bid. Following this selection, Columns I, J, and K will automatically populate. The Supplier must provide the NATIONALLY PUBLISHED MSRP PER UOM in Column H, the PRICE PER YEAR OF TCO in Column I, the SUPPLIER PROPOSED MINIMUM DISCOUNT % OFF in Column J, and the SUPPLIER PROPOSED MINIMUM EDUCATIONAL DISCOUNT % OFF in Column K. The Supplier is required to propose a price per unit of measure for each line item within each MANDATORY SUBCATEGORY they wish to be considered for award. The supplier must provide the Manufacturer Name or Brand Name (Column F) and Part Number/Model Number (Column G).

The supplier must provide the TCO (Total Cost of Ownership) per year for each line item in each category in which they intend to bid. The TCO includes maintenance license, firmware updates, software, support, and other variables as deemed necessary for this product SKU to be fully functional and operational to its full capacity for five (5) years. If the cost of the additional TCO items is already included in the initial product cost, the Supplier shall enter 0.00 for that applicable year or years.

NOTE: In order for the Total Proposed Category Price and subcategory subtotals to compute, the Supplier must enter pricing for ALL MANDATORY pricing elements for ALL MANDATORY items within ALL MANDATORY subcategories. If a bidder only chooses to respond to one mandatory subcategory, instead of all mandatory subcategories within a category, the Total Proposed Category Price for that respective Category will not compute on the Bid Summary tab in the cost workbook. In the event that the cost proposal is scored at the category level, this Total Proposed Category Price will be utilized for cost proposal comparison.

Optional Category: Related Value-Added Professional Services

In addition to Supplier completing one or more of the Mandatory Category worksheets the Supplier intends to offer for consideration and potential award on this eRFP, the Supplier is encouraged to complete the optional Related Value-Added Professional Services tab. The Supplier have the option to provide a NOT-TO-EXCEED RATE (ON-SITE) in Column F, NOT-TO-EXCEED RATE (ON-SITE) AFTER HOURS / HOLIDAY / WEEKEND in Column G, a NOT-TO-EXCEED RATE (OFF-SITE) in Column H, and a NOT-TO-EXCEED RATE (OFF-SITE) AFTER HOURS / HOLIDAY / WEEKEND in Column I. The Supplier(s) also have the option to provide a SUPPLIER PROPOSED MINIMUM DISCOUNT % OFF (Column J) and a SUPPLIER PROPOSED MINIMUM EDUCATIONAL DISCOUNT % OFF in the Category Discount Summary Table.

The supplier proposed minimum discount % off MSRP (non-educational and educational) provided per Professional Service Title will also be the contractual discount pricing and will remain constant throughout the term of the contract, including any renewals.

Optional Product Subcategories: Extended Warranty (OPTIONAL), Cloud Services (OPTIONAL), and 3rd Party OEM Supported Items (OPTIONAL).

Category 1 (Core Networking & Infrastructure Products), Category 2 (Network Optimization & Management Products), and Category 3 (Network Security Products & Security Solutions) each contain optional product subcategories of Extended Warranty (OPTIONAL), Cloud Services (OPTIONAL), and 3rd Party OEM Supported Items (OPTIONAL) respectively. These referenced optional subcategories will be line-level awards. The supplier is REQUIRED to submit discount percentages and be competitive in all mandatory subcategories within the respective category (Category 1 – Core Products, Category 2 - Network

Optimization, and Category 3 – Security Products) to be eligible for potential award in the optional product subcategories.

The supplier has the option to propose a minimum discount percentage off their nationally published price (non-educational and educational), by category, by line. If the Supplier elects to submit pricing, the Supplier should complete ALL cells highlighted in PURPLE (Columns C, E, F, G, H, and I) per line item by drop-down or manual entry.

The Extended Warranty (OPTIONAL) category contains two (2) dropdown fields, Category and Extended Warranty, that contain the field options for the Supplier to choose from. The Category dropdown lets the Supplier choose which Category (Category 1: Core Products, Category 2: Network Optimization, Category 3: Security Products, or General Warranty) the Extended Warranty is for. The Extended Warranty dropdown lets the Supplier select the number of years an extended warranty will be provided. The Supplier has the choice to enter a proposed minimum discount % off for the extended warranty for each category by manufacturer name.

The Cloud-Services (OPTIONAL) category contains one (1) dropdown field, Category, that contains the field options for the Supplier to choose from. The Category dropdown lets the Supplier choose which Category (Category 1: Core Products, Category 2: Network Optimization, Category 3: Security Products, or General Subscription) the Cloud-Service is for. The Supplier has the choice to enter a proposed minimum discount % off for the cloud-services for each category by manufacturer name and add information about the Subscription Model and Details/Features.

The 3rd Party OEM Supported Items (OPTIONAL) category contains one (1) dropdown field, Category, that contains the field options for the Supplier to choose from. The Category dropdown lets the Supplier choose which Category (Category 1: Core Products, Category 2: Network Optimization, or Category 3: Security Products) the 3rd Party Items belong to. The Supplier has the choice to enter a proposed minimum discount % off for the supported items for each category by manufacturer name and add an Item Description.

The discounts entered for the Optional Product Subcategories will be the contractual discount pricing and will remain constant throughout the term of the contract, including any renewals.

This discount MUST be rounded to the nearest whole number. (i.e., 10.00% instead of 9.50%, 20% instead of 19.50%, etc.). The discount percentage proposed for category line item in these Optional Categories will be used, after statewide contract award, to calculate the net purchase price(s) to be paid by Authorized Users for all related products for the entire spectrum of products offered within these specific Optional Categories. Accordingly, supplier(s) must submit their most recent nationally published prices (i.e., catalog, price list, commercial price book etc.), which provide details regarding all products within this Optional Additional Products Category that the supplier intends to make available for sale to Authorized Users under any resultant statewide contract award. Percentages NOT submitted as a whole number will be rounded to the nearest whole number. A "0" percentage discount is not acceptable. Prices must be based on U.S. dollars unless otherwise stated.

5.2.2. Price Adjustment

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

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

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

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the State based on a combination of technical and cost factors. Based on the results of the initial evaluation, DOAS may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 "Scoring Criteria." Once the evaluation process has been completed (and any negotiations DOAS desires to conduct have occurred), the apparent successful supplier(s) will be required to enter into discussions with DOAS to resolve any exceptions to the State's **Terms and Conditions, Attachment K. Statewide Contract for Networking Equipment & Related Services**. DOAS will announce the results of the eRFP 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.
 4. Proposal meets all Mandatory Requirements on a pass/fail basis.
 5. All documents required for at least one category have been submitted in accordance with the list below.
- I. **Category 1**
 - **Attachment C** General Mandatory Response Worksheet
 - **Attachment D** General Scored Requirements Response Document
 - **Attachment E** Category 1 - Scored Requirements Response Document
 - **Attachment H** Cost Workbook
 - II. **Category 2**
 - **Attachment C** General Mandatory Response Worksheet
 - **Attachment D** General Scored Requirements Response Document
 - **Attachment F** Category 2 - Scored Requirements Response Document
 - **Attachment H** Cost Workbook
 - III. **Category 3**
 - **Attachment C** General Mandatory Response Worksheet
 - **Attachment D** General Scored Requirements Response Document
 - **Attachment G** Category 3 - Scored Requirements Response Document
 - **Attachment H** Cost Workbook

If a Supplier is responding to more than one category, all required documents for each category the Supplier is responding to should be submitted.

6.2. Evaluating Proposal Factors (Section 4)

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

6.2.1. Review of Mandatory and Mandatory Scored Questions

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

6.2.2. Review of Additional Scored Information Questions

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

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

6.3. 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

Mandatory Categories: Category 1 – Core Products, Category 2 - Network Optimization, and Category 3 – Security Products

For the purposes of evaluation only, DOAS will compute a Total Proposed Subcategory Price by totaling the categories Products/Equipment/Hardware subcategory based on the Supplier provided MSRP/List Prices, Supplier proposed minimum discount % off (non-educational and educational) MSRP and total cost of ownership per line item. 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/line level (as applicable) relative to other proposals. 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. 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.

The Total Proposed Category Price will be used to assign a cost proposal score in accordance with Section 6.3.2.

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

DOAS reserves the right to reject prices for any services in any category that are determined not to be fair, reasonable, and highly competitive.

Optional Category: Related Value-Added Professional Services

Related Value-Added Professional Services will not be scored but will be evaluated separately to determine if the proposed cost/price is fair, reasonable, and highly competitive. DOAS currently recognizes the following analysis techniques to support determinations that proposed amounts are fair and reasonable; (a) Adequate price competition (multiple bids), (b) Comparison with prices previously paid for similar/like services, (c) Comparison with prices/amounts obtained through market research and (d) other industry-specific generally accepted price/cost analysis techniques. DOAS reserves the right to reject prices for any cost/price elements that are determined not to be fair and reasonable.

DOAS reserves the right to reject prices for any Related Value-Added Professional Services that are determined not to be fair, reasonable, and highly competitive.

Optional Product Subcategories: Extended Warranty (OPTIONAL), Cloud Services (OPTIONAL), and 3rd Party OEM Supported Items (OPTIONAL).

Supplier-proposed pricing for subcategories that are marked as “Optional” that are Extended Warranty, Cloud-Services, and 3rd Party OEM Supported Items will not be scored but will be evaluated separately to determine if the proposed cost/price is fair, reasonable, and highly competitive. DOAS currently recognizes the following analysis techniques to support determinations that proposed amounts are fair and reasonable; (a) Adequate price competition (multiple bids), (b) Comparison with prices previously paid for similar/like services, (c) Comparison with prices/amounts obtained through market research and (e) other industry-specific generally accepted price/cost analysis techniques. DOAS reserves the right to reject prices for any cost/price elements that are determined not to be fair and reasonable.

DOAS reserves the right to reject prices for any services in any category that are determined not to be fair, reasonable, and highly competitive.

Optional Categories

Optional Categories will not be included in the computation of any Total Proposed Pricing and will NOT be used to assign a Cost Proposal Score. The supplier's responses will be reviewed at the line-level for completion in accordance with section 5.2.

6.3.2. Total Cost Score

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

6.3.3. 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 cost score will be combined with the supplier's technical score to determine the supplier's overall score (or “total combined score”).

6.4. Scoring Criteria

The evaluation for each Category is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	250 points
Technical/Proposal Factors	2. "Mandatory" General Requirements	Pass/Fail
	3. "Mandatory & Additional Scored" General Requirements	520 points
	4. "Mandatory and Additional Scored" Category Requirements	230 points
Total	N/A	1,000 points

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

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

6.6 Negotiations of Proposals and/or Cost Factors

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

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

6.6.1. Overview of Negotiations

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

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

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

6.6.2. Negotiation Instructions

Listed below are the key action items related to negotiations. The State's Negotiation Committee may consist of the State's Evaluation Committee or may be comprised of different people.

However, evaluation of proposals or revised proposals shall be completed only by the State's Evaluation Committee.

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

6.6.3. Competitive Range

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

6.6.4. Negotiation Round Completion

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

6.7. Selection and Award

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

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

DOAS's expects to receive significantly lower pricing, when compared to pricing offered to other potential Authorized Users (e.g., state entity, city, county or university contracts). DOAS reserves the right to accept

or reject any and all quotes, or separable portions, and to waive any minor irregularity, technicality or omission if DOAS determines that doing so will serve the State's best interest. DOAS reserves the right to: (a) request clarifications from Suppliers(s); (b) request resubmissions from all Supplier(s); and (c) take any other action as permitted by law.

6.8. Site Visits and Oral Presentations

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

6.9. Public Award Announcement

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

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

7. Contract Terms and Conditions

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

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

Exception to Contract

By submitting a response, each supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If the supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. **Any exceptions to the statewide contract (Attachment K. Statewide Contract for Networking Equipment & Related Services) must be redlined with comments explaining the rationale for the proposed revision, uploaded and submitted as part of the supplier's response, and should be provided as a red-line markup of the posted contract with inserted comments specifying the need for the changes. Proposed exceptions must not conflict with or**

attempt to preempt mandatory requirements specified in the eRFP. Proposed exceptions should be in compliance with Georgia law. For further information regarding contracting with entities subject to DOAS purview, please see SPD-SP060 “Contracting with State Entities” provided as an attachment to this solicitation and located at <http://doas.ga.gov/state-purchasing/seven-stages-of-procurement/stage-3-solicitation-preparation#>.

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

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

8. List of eRFP Attachments

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

- A. Statewide Contract eRFP Instructions & Guidelines v3 (this document)
- B. Performance Requirements Document (PRD) v4
- C. General Mandatory Response Worksheet v2
- D. General Scored Requirements Response Document v2
- E. Category 1 – Scored Requirements Response Document
- F. Category 2 – Scored Requirements Response Document
- G. Category 3 – Scored Requirements Response Document
- H. Cost Workbook v4
- I. Comprehensive List of Definitions of Terms and Acronyms v2
- J. Virtual Offeror’s Conference Announcement
- K. Statewide Contract for Networking Equipment & Related Services v2 (“Contract Terms and Conditions”)
- L. Supplier Contract Experience Submission Form
- M. Immigration and Security Form (eVerify)
- N. Certificate of Non-Collusion
- O. Tax Compliance Form
- P. Contracting with State Entities
- Q. Trade Secret Affidavit
- R. Supplier Q&A Template
- S. Supplier Change Request Form
- T. Supplier General Information Worksheet
- U. Supplier Response Submission Checklist