



State of Georgia

STATEWIDE CONTRACT
DEPARTMENT OF ADMINISTRATIVE SERVICES
Electronic Request for Proposals (“eRFP”)
Event Name: Sign Language and Other Related Services
eRFP (Event) Number: SPD 99999-SPD0000052

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 (1) or more statewide contracts with one (1) or more qualified Offeror(s) who will provide qualified and certified sign language interpreting services, which includes legal and medical specialties. For the purposes of this eRFP, sign language services are interpretive services as described by the American Sign Language (ASL) association for persons who are deaf. These interpretative services may be accomplished through the provision of either face-to-face, video remote interpretation (VRI) or C-print technology. This eRFP is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) (if any) for interpretative services 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 resulting statewide contract(s) will be a **convenience** source for governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia for sign language services. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users. **Suppliers may bid on one (1) region, multiple regions or all regions based upon their ability to perform the services required.**

1.2. Background

Sign Language - In 2007, the Department of Human Resources (DHR), now the Department of Human Services (DHS) released a solicitation to provide these services for their agency. The first year of spend was estimated at \$648,225. During the latter part of 2008, the Department of Labor (DOL) piggybacked on their contract and began using the service. The Technical Colleges of Georgia and the University System of Georgia offered sign language services to students who needed it through existing part-time staff or contracted out those services that could not be provided by the part-time staff. The two (2) systems combined had a total spend over \$990,000 for FY 2008.

Research from 2007-2008 reflects spend averaging \$1.3 million with less than 20 agencies or educational institutions using a contracted service. With this statewide contract, the number of agencies using the contract is expected to expand to include usage by local governmental entities.

The State anticipates the need for sign language interpretative services for a variety of settings, including but not limited to, business meetings, settlement disputes, official hearings and related proceedings, medical appointments, counseling services, classrooms/training sessions, and common human service environments, such as homes, clinics, community action programs, shelters, etc. The State also realizes that in some cases, expertise and appropriateness in “regional” language differences may have a great impact on the quality of interpretation interpretative services. Expertise described in Offerors’ proposals will be evaluated in accordance with Section 6 of this RFP and may be independently verified by the State prior to contract award.

Video Remote Interpreting (VRI) -

The successful Offeror shall be able to provide qualified interpreters who have experience using video remote interpreting (VRI) services, mainly in an educational setting, with the following capabilities:

- A. Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;
- B. A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
- C. A clear, audible transmission of voices; and
- D. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

C-Print - a speech-to-text system developed as a communication access service option for some deaf and hard-of-hearing students in educational environments.

Computer-Aided Real-Time Transcription (CART) – a service in which an operator types what is said into a computer that displays the typed words on a screen for a person who is deaf or hard of hearing and is not trained in either sign language or lipreading.

1.3. eRFP Certification

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

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

1.4. Overview of the eRFP Process

The objective of the eRFP is to select one or more qualified suppliers (as defined by Section 1.1 “Purpose of Procurement”) to provide the goods and/or services outlined in this eRFP to Authorized Users. This eRFP process will be conducted to gather and evaluate responses

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

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that DOAS may desire to make one award or multiple awards. For example, this document contains phrases such as “statewide contract(s)” and “award(s)”. Please refer to Section 1.1 “Purpose of Procurement” and Section 6.7 “Selection and Award” for information concerning whether DOAS will make one award, multiple or split awards, or reserves the right to make either depending on the proposals received.

1.5. Schedule of Events

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

Description	Date	Time
Release of eRFP	04/15/2011	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	04/22/2011	5:00 p.m. ET
Bidders/Offerors Conference Location: Department of Administrative Services 200 Piedmont Ave., SE West Tower, Suite 1816-B Atlanta, GA 30334-9010 TBD	04/27/2011	See GPR
Responses to Written Questions	05/04/2011	5:00 p.m. ET
Proposals Due/Close Date and Time	05/17/2011	See GPR
Proposal Evaluation Completed (on or about)	1 to 2 Weeks after Closing	N/A
Negotiations Invitation Issued (e-mailed) (on or about); discretionary process	2 to 3 Weeks after Closing	TBD
Negotiations with Identified Suppliers (on or about); discretionary process	3 to 4 Weeks after Closing	TBD
Final Evaluation (on or about)	3 to 4 Weeks after Closing	N/A
Finalize Contract Terms	4 to 5 weeks after closing or Nine (9) calendar days	N/A
Notice of Intent to Award* [NOIA] (on or about)	5 to 6 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

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

1.6. **Official Issuing Officer (Buyer)**

Trudie E. Carmichael, Associate Category Manager

TCarmich@doas.ga.gov

1.7. **Definition of Terms**

Please review the following terms:

ASL – American Sign Language

C-Print - a speech-to-text system developed as a communication access service option for some deaf and hard-of-hearing students in educational environments.

Certified Interpreter - a certified translator or interpreter is one whose interpretation or translation competence has been tested and approved by a professional association or governmental body

Computer-Aided Real-Time Transcription (CART) – a service in which an operator types what is said into a computer that displays the typed words on a screen for a person who is deaf or hard of hearing and are not trained in either sign language or lip-reading.

DHS – the Georgia Department of Human Services, formerly, the Department of Human Resources

DOAS – the Georgia Department of Administrative Services

Oral Transliterators - an interpreter who has special skills and training to mouth a speaker's words silently for individuals who are deaf or hard of hearing. In a medical setting, a sign language interpreter must have the necessary skills to understand the grammar and syntax used by an ASL user (receptive skills) and the ability to interpret complicated medical information—presented by medical staff in English—back to that individual in ASL (expressive skills).

Qualified Interpreter - an interpreter who, via a video remote interpreting (VRI) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators.

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

Video Remote Interpreting (VRI) - an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images as provided in § 35.160(d).

Any special terms or words which are not identified in this statewide eRFP Document may be identified separately in one (1) or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Suppliers" of this eRFP.

1.8. **Contract Term**

The initial term of the statewide contract(s) is for one (1) calendar year from the execution date of the statewide contract(s). DOAS shall have three (3) one (1) year options to renew, which options shall be exercisable at the sole discretion of DOAS. Renewal will be accomplished through the issuance of Notice of Award Amendment (NOAA). 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 Offeror(s), extend the statewide contract(s) for such period of time as may be necessary to permit the State's continued supply of the identified products and/or services. The statewide contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the statewide contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

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

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

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

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

2.1.2. Restrictions on Communicating with Staff

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

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email 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 must be submitted in the following format and on the form in Attachment "J" – Questions and Answers Form:

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 offices 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 arriving late to be "not in attendance." Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

Prior to award, DOAS must be assured that the selected supplier(s) has all of the resources to successfully perform under the statewide contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the State, financial resources sufficient to complete performance under the statewide contract, and experience in similar endeavors. If, during the evaluation process, DOAS or the State's evaluation team is unable to assure itself of the supplier's ability to perform, if awarded, DOAS has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

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

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

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

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

DOAS reserves the right to amend this eRFP prior to the end 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 accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP

whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. **THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** Suppliers are encouraged to frequently check the GPR for additional information. Finally, DOAS reserves the right to cancel this eRFP at any time.

2.1.9. Protest Process

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

2.1.10. Costs for Preparing Proposals

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

2.1.11. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/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 the State's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the State's posting of the Notice of Intent to Award (or the Notice of Award in the event the State does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted in the proposal, offer, or proposal shall not be subject to public disclosure. The State is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.13. Registered Lobbyists

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

2.2. Submittal Instructions

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, print and utilize the training materials identified in Section 2.1.1 “Team Georgia Marketplace™” of this eRFP to ensure the supplier successfully submit a response to this eRFP.

2.2.1. eRFP Released

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

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

2.2.2. eRFP Review

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

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

1. First, documents may be provided at the “header” level of the Sourcing Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the supplier may open and save all of the available documents. In this location, the supplier is most likely to find this document (Statewide eRFP Document) as well as the worksheets referenced in Section 4 “eRFP Proposal Factors”, such as the Mandatory Response

Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.

2. Second, 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 corresponding section numbers of the eRFP or any other logical name so that DOAS can easily organize and navigate the supplier’s response.
5. Use caution in creating electronic files to be uploaded. If DOAS is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another

type of software and/or file format. In the event DOAS is unable to open an electronic file because DOAS does not have ready access to the software utilized by the supplier, the supplier's response may be considered incomplete and disqualified from further consideration.

7. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Event.

2.2.4. Uploading Forms

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

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

2.2.5. Reviewing the Response Prior to Submission

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

1. Please review and confirm that the supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the supplier if one or more

questions in the “Event Questions” section of the Event have not been answered. The “Validate Entries” feature is a useful tool; however, it is no substitute for careful preparation and review by the supplier. The State will not consider the supplier’s use of the “Validate Entries” feature as an excuse for an error committed by the supplier in the preparation of its response.

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the supplier, click the “Submit Bid” button at the top of the page under the “Event Details” section of the Event. Any information entered by a supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to DOAS and will not be considered for award. Only after the supplier selects the “Submit Bid” button, will the response to the eRFP be sent electronically, time stamping the supplier’s response and sending a confirmation email to the email address of the supplier. Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline.**

2.2.7. Reviewing, Revising or Canceling a Submitted Response

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

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select “View/Edit”. Once the supplier has finished viewing the response, the supplier may simply exit the screen. **DO NOT SELECT “Save for Later.”** Team Georgia Marketplace™ recognizes any response placed in the “Save for Later” status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects “Submit” prior to the closing date and time, no response will be transmitted through the system.
2. REVIEW AND REVISE. In the event the supplier desires to revise a previously submitted response, the supplier may select “View/Edit” and then revise the response. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting “Save for Later.” Once revisions are complete, the supplier **MUST** select “Submit” to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE 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" 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 reports to the DOAS identified contract administrator. All reports shall be provided by the supplier in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. The supplier agrees to provide all data requested in a flat file format as designated by DOAS' contract administrator.

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.

3.2. Quarterly Business Review Meetings

If selected for award, the supplier must participate in quarterly business review ("QBR") meetings at DOAS' request. During the QBR meetings, the supplier will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by supplier and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the supplier's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a supplier service "scorecard."

3.3. Virtual Catalog

In June 2008, DOAS entered into a multi-year agreement with SciQuest, Inc. to provide certain electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. For purposes of this section, the central online website will be referred to as the Team Georgia Marketplace™ Virtual Catalog system. Although DOAS has the right to select which statewide contracts will be showcased on the Virtual Catalog, DOAS' intent is that most if not all statewide contracts will eventually be available through the Virtual Catalog.

If selected for contract award, the awarded supplier ("Contractor") hereby agrees to cooperate with DOAS and SciQuest (and any authorized agent or successor entity to SciQuest) in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Contractor agrees to the following:

1. Contractor will cooperate with DOAS and SciQuest to create a schedule to enable the integration of the Contractor's statewide contract offering into the Team Georgia Marketplace™.
2. Contractor will join the SciQuest Supplier Network (SQSN) and will have the option of using the SciQuest's Supplier Portal to extract the Contractor's catalog and pricing, upload products, pricing and images into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery or through low-tech options such e-mail and fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 919-659-2152.
3. Contractor will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Contractor will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.
4. Contractor agrees, upon DOAS' request, to deliver within thirty (30) days of DOAS' written request either (1) an electronic catalog or (2) a punch-out catalog. The electronic/punch-out catalog must be limited to the Contractor's statewide contract offering.
 - a. Electronic Catalog. By providing an electronic catalog, Contractor is providing a list of its products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, Contractor must submit an updated electronic catalog from time to time to maintain the most up-to-date version of its product/service offering under the statewide contract. As a result, DOAS will have an opportunity to confirm the accuracy of the electronic catalog before the electronic data file is loaded into the Team Georgia Marketplace™ by SciQuest. In addition, DOAS will have the ability to define when the electronic catalog and any subsequent revisions thereto "go live".
 - b. Punch-Out Catalog. By providing a punch-out catalog, Contractor is providing its own online catalog, which must be capable of being integrated with the Team Georgia Marketplace™ as follows: Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog.
5. Whether the Contractor is providing an electronic catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - a. Catalog must contain the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
 - b. The accuracy of the catalog must be maintained by Contractor throughout the duration of the statewide contract; and
 - c. The catalog must include a State-specific contract identification number; and

- d. The catalog must include detailed product line item descriptions; and
 - e. The catalog must include pictures when possible;* and
 - f. The catalog must include any additional DOAS content requirements.**
6. Contractor agrees that DOAS controls which statewide contracts appear on the Team Georgia Marketplace™ and that DOAS may elect at any time to remove any Contractor's offering from the Team Georgia Marketplace™.
7. Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

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

- o Provide actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Contractor's catalog that will be hosted by the Virtual Catalog system. These images are displayed to the customer directly in search results as well as in the product details window.
- o Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- o Provide only one image per product.
- o Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Contractor's business marketing.
- o Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
 - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
 - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
- o As products change, updated image files must be submitted to update the Virtual Catalog.

In rare instances where an image is not available, SciQuest and DOAS will work with the Contractor to determine the best solution for advertising the Contractor'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. SciQuest 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 in the Virtual Catalog, SciQuest's technical documentation will be provided to the Contractor after (1) the Contractor has been formally invited by DOAS to join the Team Georgia Marketplace™ Virtual Catalog system and (2) the Contractor has joined the SciQuest supplier network and signed up for SciQuest's Supplier Portal. These services will be provided by SciQuest at no additional cost to the Contractor. Contractor agrees that Contractor's statewide contract pricing includes any and all costs to the Contractor in complying with the provisions of this section.

3.4. State of Georgia Purchasing Card

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. Contractor shall impose no fee on either DOAS or any Authorized User for the use of the State of Georgia PCard pursuant to this statewide contract. All purchases made by Authorized Users representatives utilizing State of Georgia PCards shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.

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

3.5. Administrative Fee

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **three percent (3%)**. **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 ("Contractor") and remitted to DOAS in accordance with the following paragraphs.

- a. Quarterly Payment and Sales Reporting Requirements. DOAS and Contractor agree that the collected Fees and the corresponding Quarterly Sales Report (report template available upon request), which identifies the total sales pursuant to this statewide

contract for the corresponding fiscal quarter, shall be submitted by Contractor to DOAS. The total sales reported in the Quarterly Sales Report should be limited to sales in which the Contractor has received payment from the state customer. The Fees and the Quarterly Sales Report must be received by DOAS on or before the Contractor's Payment Due Date as defined in the table below:

DOAS' FISCAL QUARTERS	MONTHS	CONTRACTOR'S PAYMENT DUE DATE
Quarter 1	July 1st – September 30th	<u>November 15th</u>
Quarter 2	October 1st – December 31st	<u>February 15th</u>
Quarter 3	January 1st - March 31st	<u>May 15th</u>
Quarter 4	April 1st - June 30th	<u>August 15th</u>
In case of contract termination	N/A	<u>30 calendar days following the termination of this Statewide Contract for any reason</u>

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

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

Effective **August 1, 2010**, the State Purchasing Division **no longer** accepts administrative fee payments by U.S.P.S., Express Mail, or hand-delivered checks. All payments must be made via EFT/ACH Transfers. Listed below is the information required to set up an EFT/ACH payment.

Bank of America
956 Ponce de Leon Avenue, N.E.
Atlanta, Georgia 30306

Account Number 003344861359
EFT/ACH Routing Number 061000052
ABA Wire Routing Number 026009593

Remittance Email Address ardoas@doas.ga.gov

At the same time, Contractor shall also submit a **second copy** of the Quarterly Sales Report to the DOAS Issuing Officer. By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness.

- b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor 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. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor 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. Contractor 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 Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

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

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 Contractor 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 Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Contractor 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 Contractor's overpayment of Fees.

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

3.6. Standard Insurance Requirements

If awarded a contract, the Offeror shall procure and maintain insurance which shall protect the Offeror and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this eRFP throughout the duration of the statewide contract. The Offeror shall procure and maintain the insurance policies described below at the Offeror's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Offeror includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

Offeror is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident -	per employee \$100,000;
Bodily injury by disease -	per employee \$100,000;
Policy limits -	\$500,000
- 2) Commercial General Liability Policy with the following minimum coverage:

General Aggregate including	
Products and Completed Operations	\$1,000,000;
Each Occurrence	\$1,000,000;
Aggregate Limit	\$3,000,000.
- 3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this statewide contract. The Business Automobile Policy

shall have a per occurrence limit of \$1,000,000.

- 4) Professional Liability – Errors and Omissions - per occurrence \$1,000,000
Malpractice - per occurrence \$3,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the selected Offeror must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference this eRFP by number or contract number. Offeror's proposal must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.7. Bonds and/or Letter of Credit Performance Bond/Letter of Credit

The awarded Offeror(s) shall be required to furnish a performance bond to DOAS for the faithful performance on the statewide contract in an amount equal to bidder's proposed cost for the initial term and at each renewal option, if exercised by the State. The bond shall be issued by a Corporate Surety authorized to do business with the State of Georgia. The performance bond/letter of credit must be submitted to DOAS within ten (10) calendar days of the date the statewide contract is awarded, but in any event, prior to the beginning of any contract performance by the awarded Offeror.

3.8. Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's proposal; and
3. That the technical and cost proposals submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the proposals may be held open for a lengthier period of time subject to the supplier's consent; and
4. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. eRFP Proposal (Bid) Factors

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

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

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

4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the State expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets. **Suppliers may bid on one (1) region, multiple regions or all regions based upon their ability to perform the services required.**

4.2. Supplier General Information

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

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

4.3. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

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

4.4. Mandatory Scored Response

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

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

4.5. Additional Scored Responses

All items labeled "Additional Scored Responses" represent information that is requested by DOAS. Suppliers are encouraged to provide a thorough narrative description in the space provided in the **Additional Scored Response Worksheet**. 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

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

5. Cost Proposal

5.1. Cost Proposal

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; 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 prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting statewide contract, unless otherwise noted in the eRFP or statewide contract.

5.2. Cost Structure and Additional Instructions

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

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer”.

Download the cost worksheet, complete the worksheet and then upload the worksheet by following the instructions in the third bullet of Section 2.2.4 “Uploading Forms” of this eRFP.

6. Proposal Evaluation, Negotiations and Award

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

6.1. Administrative/Preliminary Review

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

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

6.2. Evaluating Proposal Factors (Section 4)

If the supplier's proposal passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "eRFP Proposal Factors" will be 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

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. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, DOAS may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

6.3.2. 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.

6.3.3. 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 is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed services for each Region	400 points per Region
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored" and/or "Additional Scored" Responses	600 points
Total	N/A	1000 points per Region

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

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

6.6 Negotiations of Proposals and/or Cost Factors

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

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

6.6.1. Overview of Negotiations

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

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

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

6.6.2. Negotiation Instructions

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

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

6.6.3. Competitive Range

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

6.6.4. Negotiation Round Completion

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

6.7. Selection and Award

Multi-Award Sample Language

DOAS desires to make an award to the top two (2) highest scoring suppliers in each region based on each supplier's total combined score. The State reserves the right to add additional Offerors for larger regions, not to exceed four (4).

6.8. Site Visits and Oral Presentations

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

6.9. Public Award Announcement

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

PROVIDED BY DOAS. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

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

7. Contract Terms and Conditions

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

Please review DOAS' contract terms and conditions 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(s) to Contract

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

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

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

8. List of eRFP Attachments

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

- A. eRFP (this document)
- B. Supplier’s General Information Worksheet from Section 4.2 of this eRFP
- C. SPD-SP054 Immigration and Security Form
- D. Mandatory Response Worksheet from Section 4.3 of this eRFP
- E. Mandatory Scored Response Worksheet from Section 4.4 of this eRFP
- F. Additional Scored Response Worksheet from Section 4.5 of this eRFP
- G. Cost Worksheet from Section 5 “Cost Proposal” of this eRFP
- H. Statewide Contract from Section 7 “Contract Terms and Conditions” of this eRFP
- I. State Service Delivery Area Map
- J. Question and Answer Form
- K. Interpreters Credentials Form
- L. Contract Exceptions
- M. Vendor Data Sheet