



State of Georgia
STATEWIDE CONTRACT
DEPARTMENT OF ADMINISTRATIVE SERVICES
Electronic Request for Quotes (“eRFQ”)
Event Name: Tractors, Mowers, and Earthmoving Equipment
eRFQ (Event) Number: 99999-001-SPD0000177

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes (“eRFQ”) is being issued to establish one or more statewide contracts with one or more qualified suppliers who will provide Tractors, Mowers, and Earthmoving Equipment. This eRFQ is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) (if any) will be a “MANDATORY” source for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions 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 scope of this eRFQ is to establish, through fair and open competition among suppliers, a comprehensive supply base that can deliver Tractors, Mowers, and Earthmoving Equipment to meet the operational needs of a broad demographic of state and local government users who require quality products/service, timely and effective delivery, and high levels of customer care during and after the sale. Suppliers of any awarded statewide contract must have the capacity to provide products and/or services to authorized users regardless of their location within the State. This commodity group is divided into four (4) categories: Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment. The categories of Tractors, Mowers & Grounds Maintenance Equipment, and Earthmoving Equipment are composed of one or more subcategories. The category of Specialty Equipment consists of multiple independent line items. The State seeks quotes from suppliers who can deliver equipment within a minimum of one (1) subcategory or one (1) independent line item to the entire state of Georgia. Authorized users of the contract have historically had a high demand for top-quality products and timely, effective, and exemplary customer service. The awarded supplier(s) will enjoy the benefit of receiving direct orders from the authorized users as well as the availability of their product offerings on Team Georgia Marketplace, the State’s e-procurement solution.

1.1.1. Small Business

The State is committed to supporting small business entities by utilizing strategies which help create opportunities for Georgia’s small businesses to be part of statewide contracts. The State encourages large companies who participate in the solicitation process and are awarded a statewide contract to consider partnering with small business entities through business to business (B2B) relationships/arrangements in product delivery to state agencies. Doing so has multiple advantages, for example 1) B2B relationships with small business helps stimulate growth with small business, 2) the dollars spent with small business are often recycled in the local communities where the small business resides, thus stimulating growth in the local economy, and 3) large companies who have a corporate social responsibility (CSR) program may satisfy goals of their CSR program through partnerships with small business entities.

1.2. Estimated Spend

DOAS has determined through spend analysis encompassing fiscal years 2018-2019 (July 1, 2017 – June 30, 2019) that authorized users of the current statewide contract spend, on average, approximately \$25.8M annually on the products outlined in this eRFQ. This historical spend is based on purchasing activity by authorized users across the State associated with twenty- seven (27) existing statewide contracts for tractors and mowers.

The following chart depicts total spend for the existing statewide contracts by fiscal year:

Fiscal Year	Spend	Δ %
2018	\$27,963,759	
2019	\$23,586,710	-16.0%
TOTAL:	\$51,550,469	
AVERAGE:	\$25,775,235	

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

1.3. Electronic Records and Signatures

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

1.4. Overview of the eRFQ Process

The objective of the eRFQ is to select one or more qualified suppliers to provide the goods and/or services outlined in this eRFQ to the authorized users. This eRFQ process will be conducted to gather and evaluate responses from suppliers for potential award(s). All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFQ and resolution of any contract exceptions, the preliminary results of the eRFQ process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that DOAS may desire to make one award or multiple awards. For example, this document contains phrases such as “statewide contract(s)” and “award(s)”. Please refer to Section 6.4 “Selection

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

1.5. Schedule of Events

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

Description	Date	Time
Release of eRFQ	04/30/2020	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	05/11/2020	5:00 p.m. ET
Bidders’/Offerors’ Conference Location: https://attendee.gotowebinar.com/register/533274541117778957 Attendance is: Optional	05/27/2020	1:30 p.m. ET
Responses to Written Questions	05/26/2020	5:00 p.m. ET
Responses Due/Close Date and Time	10/14/2020	5:00 p.m. ET
Evaluation Completed (on or about)	1 to 2 Weeks after closing	N/A
Finalization of Contract Terms	2 to 3 Weeks after closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	3 to 4 Weeks after closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

1.6. Official Issuing Officer (Buyer)

Matt Taylor
tractors.mowers2020@doas.ga.gov

1.7. Definition of Terms

Please review the following terms:

DOAS – The Georgia Department of Administrative Services

Supplier(s) – Companies desiring to do business with the state of Georgia.

Addendum – A written revision to this solicitation document.

Commodity Group – A grouping of individual commodity codes.

State Entity – A public entity under the purview of the state of Georgia.

Small Businesses: Refers to a business which is independently owned and operated with either fewer than 300 employees or less than \$30 million in gross receipts per year.

Tractor – A powerful motor vehicle with large rear wheels used chiefly on farms for hauling equipment and trailers.

Mower – A machine used for cutting grass.

Grounds Maintenance Equipment – Auxiliary equipment utilized for maintaining grounds.

Earthmoving Equipment – A heavy-duty vehicle designed for construction operations which involves earthworks.

Specialty Equipment – Miscellaneous equipment within scope of this eRFQ.

OEM – Original Equipment Manufacturer

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

1.8. Contract Term

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

2. Instructions to Suppliers

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

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

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

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

2.1.2. Restrictions on Communicating with Staff

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

2.1.3. Submitting Questions

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

any other method than as directed by this section. All questions about this eRFQ must be submitted in the following format:

Company Name

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

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

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

2.1.4. Attending 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 1.5 "Schedule of Events" of this eRFQ. Attendance is not mandatory; although, suppliers are strongly encouraged to attend.

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

Prior to an award, DOAS must be assured that the selected supplier(s) has all 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 on-going needs of the State, financial resources sufficient to complete performance under the statewide contract, and experience in similar endeavors. If, during the evaluation process, DOAS or the State's evaluation team is unable to assure itself of the supplier's ability to perform, DOAS has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be notified and will be permitted 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 eRFQ will not be considered. Responses must be complete in all respects, as required in each section of this eRFQ.

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

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

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

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

2.1.9. Protest Process

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

2.1.10. Costs for Preparing Responses

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

2.1.11. ADA Guidelines

The state of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the 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*. Information submitted in response to this solicitation will be processed in accordance with applicable state of Georgia procurement procedures. Requests for copies of bids and proposals prior to final award of a contract shall be handled in accordance with the procedures outlined in O.C.G.A. § 50-5-67, the State Purchasing Act, whereas requests for procurement-related documents after final contract award or upon cancellation of a bid without intent to rebid are handled in accordance with the Georgia Open Records Act as provided in O.C.G.A. 50-18-71 et. seq. DOAS reserves the right to assess production costs as provided pursuant to O.C.G.A. 50-18-71(c). Proposals and bids, including documents pertaining to the solicitation, become the property of the State and shall be open to public inspection as follows:

2.1.11.1: State Purchasing Act: The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to DOAS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. Pursuant to O.C.G.A. § 50-5-67, bids and proposals shall be made available for public inspection, upon request, within one business day of DOAS's posting of the Notice of Intent to Award or the Notice of Award in the event DOAS does not issue the Notice of Intent to Award. Exceptions provided under the Georgia Open Records Act are not applicable to the disclosure requirements under the State Purchasing Act; therefore, all information other than audited financial statements, will be subject to public disclosure upon request during the protest period, including information marked as "confidential", "proprietary", etc. DOAS is under no obligation to notify supplier of disclosure of records under the State Purchasing Act.

2.1.11.2 Georgia Open Records Act: After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to supplier proposals and/or communications, shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

2.1.11.2.1 Marking Submissions as "Confidential", "Proprietary", or "Trade Secret: If a supplier considers any portion of the documents, data, or records submitted in response to

this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential,” “Proprietary”, or “Trade Secret.” All markings must be conspicuous; use color, bold, underlining, or some other method 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. The State is required to make its own determination regarding what information may or may not be withheld from disclosure regardless of the designation made by the supplier.

2.1.11.2.2 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 Georgia Open Records Act, supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked “Redacted Copy-Available for Public Review.” In addition, the electronic file name should include the words “**Redacted Copy**” at the beginning of the file name. The redacted copy shall be submitted at the same time supplier submits its bid/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. 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. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the supplier. If the state of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the supplier will be contacted prior to the release of this information. Generally, the State does not consider pricing information to be confidential or proprietary.

2.1.11.2.3 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. Along with the affidavit, the supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a “trade secret” shall not be binding on the State, but the State will review and consider the designation. If the supplier does not include an affidavit with its bid/proposal submission, 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. Wholesale designation of a response or substantial parts of a response as “trade secrets” will not be accepted by the State. Generally, the State does not consider pricing information to be trade secret.

2.1.13. Registered Lobbyists

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

2.2. Submittal Instructions

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

2.2.1. eRFQ Released

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

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

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

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

2.2.2. eRFQ Review

The eRFQ (or “Sourcing Event”) consists of the following: this document, entitled “Statewide eRFQ Document”, and 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 1.6) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

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

- i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the supplier will navigate to a new page of the Event.
- ii. On this new page, the supplier can locate attached documents.

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

2.2.3. Preparing a Response

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

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

2.2.4. Uploading Forms

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

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

3. Third, the supplier can also upload documents in the bottom portion of the Sourcing Event where pricing is requested. After selecting the comment bubble icon, the Sourcing Event allows the supplier to select "Upload" 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 eRFQ be sent electronically, time stamping the supplier's response and sending a confirmation email to the email address of the supplier. Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline.**

2.2.7. Reviewing, Revising or Canceling a Submitted Response

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

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select "View/Edit". Once the supplier has finished viewing the response, the supplier may simply exit the screen. DO NOT SELECT "Save for Later." Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted through the system.
2. REVIEW AND REVISE. In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting "Save for Later." Once revisions are complete, the supplier **MUST** select "Submit"

to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the supplier temporarily losing a connection to the Internet.

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

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

2.2.8. Help Desk Support

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

3. General Business Requirements

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

3.1. Periodic Performance/Sales Reports

If selected for award, the supplier shall submit the following management reports to the DOAS identified contract manager. All reports shall be provided by the supplier in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. The supplier agrees to provide all data requested in a flat file format as designated by DOAS' Contract Manager.

Quarterly Sales Reports

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

Ad Hoc Report(s)

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

3.2. Bi-Annual Business Review Meetings

If selected for award, the supplier must participate in bi-annual Business Review ("BBR") meetings at DOAS' request. During the BBR meeting, the supplier will present a written and/or oral status to DOAS on the overall health of the contract. The BBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by supplier and DOAS. The BBR meeting may involve, but not be limited to, the following: review of the supplier's performance and submitted reports, identification of areas of improvement, recommended strategies to improve deficient areas, review of the previous semi-annual sales statistics, strategies to grow sales volume, development/monitoring of a supplier service "scorecard".

3.3. Virtual Catalog

Team Georgia Marketplace™ Virtual Catalog

In June 2008, DOAS entered into a multi-year agreement with Jaggaer, Inc. whereby Jaggaer will provide certain electronic catalog hosting and management services to enable State customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site is referred to as the Virtual Catalog.

Supplier's Interface with the Virtual Catalog

To be eligible for contract award, the supplier must agree to cooperate with DOAS and Jaggaer (and any authorized agent or successor entity to Jaggaer) in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the supplier agrees to the following:

1. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days' of such request either (1) a hosted catalog or (2) punch-out catalog. Supplier will cooperate with DOAS and Jaggaer to create a schedule to enable the integration of the supplier's statewide contract offering into the Virtual Catalog within this thirty (30) day time period.
2. Supplier will join the Jaggaer Supplier Network (SQSN) and will have the option of using the Jaggaer's Supplier Portal to extract the supplier's catalog and pricing, upload products, pricing and images into the Jaggaer system, and view reports on catalog spend and product/pricing freshness. The supplier can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the SQSN can be found at: www.Jaggaer.com or call the Jaggaer Supplier Network Services team at 919-659-2152.
3. Supplier will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by Jaggaer for the suppliers and are upgraded every year. The state of Georgia reserves the right to migrate to future versions of the UNSPSC and the supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/fags#How>.
4. DOAS will decide which of the catalog structures (either hosted or punch-out as further described below) will be provided by the supplier. **Whether hosted or punch-out, the catalog must be strictly limited to the supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract should not be viewable by User Agencies).**
 - a. Hosted Catalog. By providing a hosted catalog, the supplier is providing a list of its products/services and pricing in an electronic data file in a format acceptable to Jaggaer, such as Tab Delimited Text files. In this scenario, the supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.
 - b. Punch-Out Catalog. By providing a punch-out catalog, the supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard

punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. If awarded multiple contracts, supplier agrees to maintain a single Punchout site and be able to provide the appropriate contract id on each item returned to Jaggaer. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Supplier also agrees to provide e-Quote functionality to facilitate volume discounts.

5. Minimum Requirements: Whether the supplier is providing a hosted catalog or a punch-out catalog, the supplier agrees to meet the following requirements:
 - a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the supplier is authorized to provide in accordance with the statewide contract; and
 - b. The accuracy of the catalog must be maintained by supplier throughout the duration of the statewide contract between the supplier and DOAS; and
 - c. The Catalog must include a State-specific contract identification number; and
 - d. The catalog must include detailed product line item descriptions; and
 - e. The catalog must include pictures when possible;* and
 - f. The catalog must include any additional DOAS content requirements.**
6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
 - a. Updated pricing files are required by the 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 effective 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.
7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.
 - a. For Purchase Orders received via email, the supplier must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.
 - b. The supplier is required to provide positive confirmation via phone or email within 24 hours of the supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm ET on the day before a weekend or holiday, the supplier must provide positive confirmation via phone or email on the next business day.
8. Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any supplier's offering from the Virtual Catalog.

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

- 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.

3.4. State of Georgia Payment Programs

The state of Georgia provides for the use of several payment methods including ePayables, Purchasing Card (PCard), and Automated Clearing House (ACH) transfers. DOAS will determine the most advantageous method(s) of supplier payment for the awarded statewide contract. Potential suppliers need to be prepared to accommodate any and all forms of payments.

The state of Georgia PCard may be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. Supplier agrees to accept payment via PCard and shall impose no fee on either DOAS or any authorized user for the use of the state of Georgia PCard pursuant to this statewide contract. The supplier also agrees to accept payment via ePayables and shall impose no fee on either DOAS or any authorized user for the use of ePayables pursuant to this statewide contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the

e-Payables solution which will allow DOAS and authorized users to facilitate electronic payment by DOAS and authorized users to the supplier.

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

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

3.5. Administrative Fee

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **1%**. **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.

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

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

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

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

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

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

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the supplier makes an error and overpays, the supplier is responsible for alerting DOAS in writing of the supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the supplier no

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

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

3.6. Standard Insurance Requirements

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

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

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
- 3) Automobile Liability

Combined Single Limit	\$1,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in

full force and effect during the term and any renewal or extension thereof.

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

3.7. Bid Certification

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

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

3.8. Small Business Opportunity

As noted in the eRFQ Section 1.1.1. Small Business, the State is committed to supporting small business entities to help create opportunities for Georgia's small businesses to be part of statewide contracts. Accordingly, the State is soliciting input from major market players who participate in the solicitation process and are awarded a statewide contract(s), to consider forming a B2 to B2 relationship with a small business. If your company is awarded a statewide contract, please describe how your company would partner with a small business entity to facilitate a second-tier relationship to stimulate growth with small business. In addition, please provide a list of Georgia Small Businesses that you currently utilize in providing your business solutions. (Definition of a Georgia Small Business is found in Section 1.7 – Definition of Terms) **Please upload your response as a separate attachment titled "Small Business Opportunity".**

3.9. Manufacturer's Name and Approved Equivalent

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

3.10. Delivery and Set Up Fees

Delivery and set-up fees may be an optional charge from the supplier to the authorized user and shall be prepaid and added to the invoice. If a delivery fee is charged, it may be by loaded mile based on Google Maps or a supplier set fee. Delivery and set-up fee charges must be annotated on the invoice as a separate line item. Authorized users reserve the right to pick up equipment at no charge. The supplier's process for assessing delivery charges, if any, must be consistent with standard industry practice and guarantee that delivery charges are assessed in a manner that is determined by the State to (1) be fair and reasonable and (2) provide the lowest possible cost to authorized users. **The supplier must describe any process they will use to assess delivery charges and upload the document with the title "Delivery Service".**

All equipment shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the authorized user. Liability for product delivery remains with the supplier until delivered and accepted. Damaged or non-operational equipment or products may be rejected. If the damage is not detectable or readily apparent at the time of delivery, supplier must allow equipment to be returned within a reasonable time at no cost to the authorized user. Authorized users reserve the right to inspect all equipment upon delivery or within a reasonable time after delivery if inspection could not be performed upon delivery. Supplier must make arrangements for the return of damaged equipment at no cost to the authorized user. Delivery shall be made in accordance with instructions on the purchase order from each authorized user. The supplier shall seek clarification from the authorized user if there is a discrepancy between the purchase order and what is listed on the contract.

3.11. Additional Business Requirements

1. For any tractor or earthmoving equipment subcategory a supplier chooses to compete in, they must agree to deliver any in-stock equipment within 90 calendar days following receipt of order and deliver any out of stock equipment within 210 calendar days following receipt of order. For any mower/grounds maintenance equipment subcategory a supplier chooses to compete in, they must agree to deliver any in-stock equipment within 90 calendar days following receipt of order and deliver any out of stock equipment within 180 calendar days following receipt of order.
2. For any equipment maintenance, service, and repair the supplier provides the authorized user, the supplier must promptly notify the authorized user upon diagnosis and the supplier's notification must include the timeline for repair.
3. An authorized user may require pick-up and delivery be made to locations inside correctional facilities or other institutional grounds that require prior clearances for all delivery drivers. The supplier must accommodate such requirements. The supplier is responsible for obtaining clearance prior to delivery. Delayed pick-up and deliveries due to driver not being cleared to enter institutional grounds may cause the supplier to be declared in default of contract. Pick-up and delivery required by the Department of Corrections facilities may require vehicle search. The supplier must comply with this requirement.
4. The supplier must be an authorized distributor for any brand name in their submitted bid unless the supplier is a manufacturer who is bidding direct. Upon request, the supplier must submit a manufacturer's certificate for each brand in their bid. The manufacturer's certificate must be no older than 30 days prior to the date of the supplier's final bid submittal.
5. Upon request of an authorized user(s), the supplier must make their proposed equipment available for demonstration to ensure compliance with the requirements, specifications, terms, and conditions of this eRFQ during the evaluation phase. The equipment must be delivered by the supplier to a location determined by the authorized user(s).
6. The supplier must promptly notify DOAS once any new manufacturer's catalog becomes public knowledge.
7. Upon request of the authorized user, the supplier must provide a copy of their manufacturer's catalog(s), under the SWC, and any descriptive literature within five (5) business days of the request.
8. DOAS requests the supplier provide loaner equipment to an authorized user while the authorized user's equipment is being serviced, at no additional cost.
9. DOAS requests the supplier have a trade-in option available in which the authorized user can submit used equipment, of the supplier's associated manufacturer(s) and awarded subcategory(s) within scope of this eRFQ, and receive credit toward the purchase of new equipment provided by the supplier.
10. If training is requested by the authorized user, the supplier should provide a qualified representative to instruct the authorized user on the proper operation, routine maintenance, safety and service of the requested equipment at the authorized user's location at no additional cost.
11. DOAS requests the supplier pick up equipment that requires maintenance, service, or repair, and return to the owning authorized user of the equipment when maintenance, service, or repair is complete.

4. eRFQ Bid Factors

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

4.1. Introduction

All of the items described in this section are product specifications, technical requirements, service levels and/or terms and conditions that the State expects to be satisfied by the selected supplier(s) in the delivery of Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Vehicles, and Specialty Equipment. Each supplier must agree to satisfy these requirements in the supplier's submitted response.

4.2. Supplier General Information

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

4.3. Mandatory Requirements

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

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

4.3.1 Mandatory Response Worksheet

Each supplier must complete ALL of the requested information in the attached file entitled Mandatory Response Worksheet (**Attachment B**). 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. In addition to providing a "YES" or "NO" response, suppliers may be required to provide supporting materials (i.e. product sheets or other technical materials) where applicable, as specified by each individual requirement. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response 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" may fail the technical requirements and may result in disqualification of the supplier's response, except as otherwise provided in Section 6 "Evaluation and Award" of this eRFQ.

4.3.2 Additional Information

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

5. Cost/Pricing

Each supplier is required to submit pricing in the Cost Worksheet (**Attachment C**) as part of their response to this eRFQ. DOAS has separated Tractors, Mowers, & Earthmoving Equipment into four (4) distinct product categories based on the type of product and/or intended use as follows: **(1) Tractors, (2) Mowers & Grounds Maintenance Equipment, (3) Earthmoving Equipment, and (4) Specialty Equipment.**

The cost worksheet contains an Instructions Tab and Four (4) Distinct Pricing Category Tabs. Please note, the supplier(s) may elect to bid on any number of the subcategories/independent line items within the four (4) listed categories. However, in order to be eligible for an award in the category of "Tractors", "Mowers & Grounds Maintenance Equipment", and "Earthmoving Equipment", the supplier(s) must at the minimum provide a unit price for all line items within a product subcategory and a discount percentage off of their current nationally published catalog list price, for items within the same subcategory. The supplier may submit more than one manufacturer's discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer. In order to be eligible for an award in

the category of “Specialty Equipment”, the supplier must provide a unit price for a minimum of one (1) independent line item and a discount percentage off of their current nationally published catalog list price for products associated with this independent line item.

The first three (3) individual category pricing tabs contain specific Tractors, Mowers & Grounds Maintenance Equipment, and Earthmoving Equipment line items within each product subcategory that represent the required pricing which will be used to evaluate the supplier’s bid response. These products have been grouped in categories as noted above. To be considered for a contract award, the supplier(s) must offer pricing for all products in their selected subcategory(s). Therefore, the supplier(s) is required to propose a discount percentage off their nationally published catalog list price for each product subcategory for which the supplier(s) desires to be considered for award. Discount percentages off catalog list price will be applied to all items within the specific product subcategory within the supplier(s) catalog. The supplier may submit more than one manufacturer’s discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer. Suppliers that submit bid prices on all required pricing for a subcategory in Categories 1 through 3 will be eligible for award at the subcategory level.

The fourth individual category pricing tab contains specific Specialty Equipment independent line items which are sole line items that represent the required pricing which will be used to evaluate the supplier’s bid response. These products have been grouped in this category as noted above. To be considered for a contract award, the supplier(s) must offer pricing for their selected independent line item(s). Therefore, the supplier(s) is required to propose a discount percentage off their nationally published catalog list price for each product independent line item for which the supplier(s) desires to be considered for award. Discount percentages off catalog list price will be applied to all items associated with the specific product independent line item within the supplier(s) catalog. Suppliers that submit bid prices on all required pricing for an independent line item in Category 4 will be eligible for award at the independent line item level.

5.1. General Pricing Rules

By submitting a response, the supplier agrees to have read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting statewide contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
3. The supplier is required to provide net prices. In the event there is discrepancy between a supplier’s unit price and extended price, the unit price shall govern; and
4. In the event there is a discrepancy between (a) the supplier’s pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet and (b) the supplier’s pricing as quoted by the supplier in one or more single line entries directly into the Sourcing Event screen (for example, “Your Total Line Pricing” and/or “Your Unit Bid Price”), the former shall govern; and
5. The prices quoted and listed in the response shall be firm throughout the term of the resulting statewide contract, unless otherwise noted in the eRFQ or statewide contract; and
6. Any cash discount offered to the State must be clearly identified in the supplier’s response. In the event the State is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
7. Unless expressly permitted by the eRFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must “strike through” any such provisions in printed forms and initial such revisions prior to submitting a response; and
8. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and

9. Unless permitted by the eRFQ, responses requiring payment from the authorized user in less than thirty (30) days may 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.

5.2. Cost Structure and Additional Instructions

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

Team Georgia Marketplace™ permits DOAS to structure the Sourcing Event to allow the supplier to enter pricing directly into the "Enter Line Bid Responses" portion of the Event. However, if there are multiple products to be priced or the pricing structure is complex, DOAS may attach one or more cost worksheets for the supplier to download, complete and then upload as part of the supplier's response. The primary cost structure for this eRFQ is based on a discount percentage off the supplier(s) nationally published list prices (i.e. Manufacturer Catalog, Commercial Price Book, etc.) for Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment products within a specific subcategory or independent line item. The discount percentage(s) proposed for each Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment subcategory or independent line item will be used after statewide contract award to calculate the net purchase price(s) to be paid by authorized users for all Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment related products for the entire spectrum of products offered within a specific subcategory or independent line item. Accordingly, the supplier(s) must provide their nationally published list price for the specific product line items at the subcategory or independent line item level. Supplier(s) are required to propose a discount percentage off their nationally published catalog list price for each product subcategory or independent line item for which the supplier(s) desires to be considered for award, and submit their most recent nationally published list prices (i.e. catalog, price list, commercial price book, etc.), which provides details regarding all Tractors, Mowers & Grounds Maintenance, Earthmoving Equipment, and Specialty Equipment products within a product subcategory or independent line item that the supplier intends to make available for sale to authorized users under any resultant statewide contract. The supplier may submit more than one manufacturer's discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer.

Pricing tabs for Categories 1 through 3 contain a market basket of items within each product category which represents the specific list of products routinely purchased by authorized users throughout the State that will be used to evaluate the supplier's cost proposal response. Annual purchase quantities associated with each line item derived from the average annual usage of authorized users during fiscal years 2018 through 2019. Items are provided in the cost sheet to be used for evaluation purposes only. Additionally, historical quantities and spend based on average annual usage/purchases of authorized users encompassing fiscal years 2018 & 2019 are also provided for each product category to give suppliers insight into the full extent of sales opportunity beyond the list of products identified in specific market baskets. Although historical usage/purchase data may not represent actual volumes that will be realized under any resultant statewide contract, they provide a conservative but reliable forecast based on an analysis of actual historical purchase activity of authorized users which suppliers should strongly consider in the development of their pricing. Pricing tabs for Category 4 contain independent line items which represent the specific list of products routinely purchased by authorized users throughout the State, in fiscal years 2018 and 2019, that will be used to evaluate the supplier's cost proposal response. The independent line items were obtained through the same aforementioned strategy.

Enter all information directly into the Cost Worksheet. Enter dollar values on each cost sheet in “number” (two-place decimal), not “currency” and percentages on each cost sheet as “whole number” (no decimal places), no decimals or another format unless otherwise stated. That is, omit percent symbols, dollar signs, commas, and any other non-essential symbols (e.g., 10% should be entered as 10 and \$7.90 should be entered as 7.90). Cells left blank will be interpreted as “NO BID” and may disqualify you from the solicitation.

Download the Cost Worksheet (**Attachment C**), complete the individual pricing tabs and then upload the Cost Worksheet by following the instructions in Section 2.2.4 “Uploading Forms” of this eRFQ.

5.2.1. Categories 1 through 4 Pricing Tabs

Based on historical purchase volumes, purchasing habits and need assessment surveys of authorized users, the State has identified a market basket of specific line items for each Tractors (Category 1), Mowers & Grounds Maintenance Equipment (Category 2) and, Earthmoving Equipment (Category 3) product category. Specific line items included in the market basket were derived from an analysis of product offerings within a category/subcategory and represent examples of those types of items that were purchased more frequently by authorized users as compared to other products available in the category. In order to be eligible for award, suppliers are REQUIRED to provide their most recent nationally published list price for all line items in each subcategory they are competing in and propose a discount percentage off of their nationally published list prices, inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, administrative fees, etc.) for each subcategory they are competing in. Discount percentages off nationally published list prices will apply to all supplier catalog items within the product subcategory and will remain constant throughout the term of the contract including any renewals. The supplier may submit more than one manufacturer’s discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer.

In order to be eligible for award for Specialty Equipment (Category 4), suppliers are REQUIRED to provide their most recent nationally published list price for each independent line item they are competing in and propose a discount percentage off of their nationally published list prices, inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, administrative fees, etc.) for each independent line item.

Based on the product description (part number and item nomenclature) for each line item, suppliers have the option of proposing an “Exact Match” or a functionally equivalent “Like Item” which must be a close substitute and provide an equal or better value than the exact match specified. The functional equivalency of any like item(s) proposed will be evaluated by DOAS, who reserves the exclusive right to make the final determination whether an item, proposed as an equivalent, actually meets the required product specifications of the respective line item. Supplier(s) must propose units of measure that are reasonably consistent with the basic unit of measure/quantities specified. Suppliers should note that if any like item equivalent product(s) proposed is not accepted by DOAS, it will result in an incomplete cost proposal which may result in disqualification from further consideration for award. Therefore, if a supplier is uncertain as to the functional equivalency of any like item proposed, they are encouraged to propose an exact match for the line item.

Historical annual usage data associated with each line item or independent line item is provided in the pricing tabs and will be used for evaluation purposes only (see Section 6.3.1.). Although these estimated annual usage quantities do not represent actual purchase quantities of line items or independent line items that will be ordered under any resultant statewide contract, they provide a reliable forecast of the anticipated purchase volumes on which (1) DOAS will consider in evaluation of proposal prices and (2) suppliers should strongly consider in the development of their bid prices. As previously mentioned in order to be eligible for award for any of the subcategories or independent line items, suppliers must

provide pricing for EVERY line item in the subcategory or pricing for a minimum of one (1) independent line item; additionally, supplier(s) are required to propose a discount percentage off their nationally published catalog list price for each product subcategory or independent line item. The supplier may submit more than one manufacturer's discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer.

5.2.2. Price Escalations/De-escalation and Product Offering

Suppliers may request to escalate/de-escalate nationally published list prices once annually. The originally awarded discount percentage off nationally published list prices will remain firm through the term of the statewide contract. Contract prices shall be firm for the base period of the contract. Awarded suppliers may request price adjustment(s) as part of the contract renewal process. Additionally, all requests for price increase must be made 60 days prior to contract renewal. All supplier request for price adjustment must be accompanied by written documentation detailing specific reasons supported by market/industry data analysis to adequately justify the request. While the information provided by the supplier will be used as the basis for evaluation of supplier request for price adjustment, DOAS may take other factors into consideration in the determination of approval of actual price adjustment amounts.

The US Bureau of Labor Statistics' Producer Price Index (PPI) is the preferred benchmarking tool used by DOAS in the evaluation of supplier price adjustment request. Suppliers can select among relevant PPI(s) to justify request for price adjustment based on a particular group/classification of service and must identify the specific PPI (by PPI Series ID) as part of their request. PPI(s) can be reviewed and downloaded from the U.S. Department of Labor's website at <http://www.bls.gov>. Should the supplier submit more than one PPI, DOAS will calculate the average percent change based on the total number of PPI's (series) submitted. Request for price adjustment in amounts that are not consistent with the percent change for an index(s) over a 12-month period are generally not approved.

5.2.3. Supplier Website Links

Supplier(s) are required to provide web link(s) to their website(s) in the last Cost Worksheet tab entitled "Website Links" of the Cost Workbook. These links to the supplier(s) website(s) should contain the most recent nationally published list prices (i.e. catalog, price list, commercial price book, etc.), and should provide details regarding all products within a product category/subcategory for which the supplier proposes.

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with DOAS to resolve any exceptions to DOAS' statewide contract. DOAS will announce the results of the eRFQ as described further in Section 6.6 "Public Award Announcement."

6.1. Administrative/Preliminary Review

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

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

6.2. Evaluating Bid Factors (Section 4)

If the supplier's response passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "eRFQ Bid Factors" will be submitted to the Evaluation Team for evaluation. The Evaluation Team will review each response in detail to determine its compliance with mandatory eRFQ requirements.

Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, DOAS/the State's Evaluation Team will determine if the deviation is material. A

material deviation may be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. Evaluating Cost

To expedite the evaluation process, DOAS reserves the right to analyze pricing independently, and at the same time analyze the supplier's compliance with the mandatory requirements. DOAS may utilize lowest cost, lowest total cost, or greatest savings to determine the most competitive pricing. Submitted pricing will be evaluated at the subcategory (Categories 1 through 3) level relative to other bids received in responses/bids. Submitted pricing will be evaluated at the independent line item level for Category 4.

DOAS will identify the suppliers within the competitive range. DOAS will identify the competitive range by (1) ranking the suppliers' bids from highest to lowest and (2) then look for breaks in the pricing such that natural groupings of similar pricing may be identified.

6.3.1. Categories 1 through 4

For the purposes of evaluation only, based on a pre-selected representative sample of previously purchased items listed within each product subcategory or independent line item, the supplier's proposed discount percentages will be applied to the supplier's catalog list price to determine the proposed unit price for each line item within the sample. Supplier(s) must propose a discount percentage off catalog list price for a product subcategory or independent line item in order to be eligible for an award. Discount percentages off nationally published list prices will apply to all supplier catalog items within the product subcategory or independent line item and will remain constant throughout the term of the contract, including any renewals. The supplier may submit more than one manufacturer's discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer.

Categories 1, 2, and 3 contain subcategories. For the purpose of evaluation only, DOAS will compute a supplier's lowest Total Price per subcategory which will include the sum of all line items within a subcategory and the supplier's proposed discount percentage off their nationally published list price. Specifically, the supplier provided nationally published list price will be multiplied by the historical annual quantity to determine the Extended List Price for each line item in the product subcategory. The Extended List Price for each line item within a product subcategory will be summed and the result will be multiplied by the supplier's Proposed Discount Percentage to determine the discount amount. The discount amount will then be subtracted from the sum of Extended List Prices for each line item to determine the Total Proposed Price for the subcategory. For the purpose of evaluation only, DOAS will compute a supplier(s) Proposed Subcategory Total Price which will include the sum of all The Extended List Prices for each line item within a subcategory, based on the market basket line items identified and the supplier's proposed discount percentage off their nationally published list price for each product subcategory.

Category 4 contains independent line items. For the purpose of evaluation only, DOAS will compute a supplier's lowest Total Price which will include the proposed price of the independent line item and the supplier's proposed discount percentage off their nationally published list price. Specifically, the supplier provided nationally published list price will be multiplied by the historical annual quantity to determine the Extended List Price for the independent line item. The Extended List Price for each independent line item will be multiplied by the supplier's Proposed Discount Percentage to determine the discount amount. The discount amount will then be subtracted from the Extended List Price for the independent line item. This computation will be the supplier's Total Proposed Price for the independent line item.

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. 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.

6.3.4. Price Matching Requirements

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

6.4. Selection and Award

The primary objective of this eRFQ is to identify the proper number of suppliers that can deliver a broad variety of Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment products, to an extensive and dispersed demographic of state and local government users at a competitive price. Accordingly, DOAS expects to make multiple awards by subcategory for Categories 1 through 3 to the most competitively priced, responsive and responsible suppliers who offer products at the most competitive price that meet or exceed the requirements set forth in the eRFQ with whom DOAS has reached agreement on all contract terms and conditions. Additionally, DOAS expects to make multiple awards by independent line item for Category 4 to the most competitively priced, responsive and responsible suppliers who offer products at the most competitive price that meet or exceed the requirements set forth in the eRFQ with whom DOAS has reached agreement on all contract terms and conditions. DOAS reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject all responses, in whole or in part; (c) request clarifications from suppliers; (d) request resubmissions from all suppliers; and (e) take any other action as permitted by law.

6.5. Site Visits and Oral Presentations

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

6.6. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the 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 eRFQ will be based upon the successful supplier's final response as accepted by DOAS and the contract terms and conditions, which terms and

conditions can be downloaded from the Sourcing Event. The “successful supplier’s final response as accepted by DOAS” shall mean: the response submitted by the supplier, written clarifications, and any other terms deemed necessary by DOAS, except that no objection or amendment by the supplier to the eRFQ requirements or the contract terms and conditions shall be incorporated by reference into the statewide contract unless DOAS has explicitly accepted the supplier’s objection or amendment in writing.

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

Exception to Contract

By submitting a response, each supplier acknowledges its acceptance of the eRFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the supplier’s submitted response. 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 submitted as part of the supplier’s response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFQ.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with DOAS to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues 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 supplier. Exceptions that materially change the terms or the requirements of the eRFQ may be deemed non-responsive by DOAS, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by DOAS, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFQ Attachments

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

- A. Statewide eRFQ (this document)
- B. Mandatory Response Worksheet (as referenced in Section 4.3 of this eRFQ)
- C. Cost Worksheet from Section 5 “Cost/Pricing” of this eRFQ
- D. State Contract from Section 7 “Contract Terms and Conditions” of this eRFQ
- E. Attachment Removed
- F. Certificate of Non-Collusion
- G. Tax Compliance Form
- H. W-9 Form
- I. Things to Remember When Responding to Bids in Team Georgia Marketplace
- J. Contracting with the Georgia Department of Administrative Services