Request for Proposals

State of Georgia Department of Administrative Services Statewide Contract

1.1 Key Information

Police Vehicles and Special Operations Vehicles	
Sourcing Event Name	
SWC-eRFP-00028-2027	**Georgia Department of Administrative Services, State Purchasing Division**
Sourcing Event Number	**State Entity**

Issuing Officer Information

Billy Gilbert	
Name	
Billy.gilbert1@doas.ga.gov	**404-657-4322**
Email Address	**Telephone Number**

1.2 Purpose and Objective

This Request for Proposals (RFP or Sourcing Event) is being issued to establish one or more statewide contracts with one or more qualified suppliers who will meet the State of Georgia's needs for Police Vehicles and Special Operations Vehicles.

This Sourcing Event is being conducted by the Department of Administrative Services (DOAS), through its State Purchasing Division (SPD). 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.

In addition, the resulting statewide contract(s) will also be available on a "convenience" basis to other State's entities, state offices, agencies, departments, cities, townships, counties, school districts, schools, and other political subdivisions. All other State's entities authorized to utilize the resulting statewide contract(s) shall also be referred to collectively as "Authorized Users."

The purpose of this eRFP is to provide law enforcement organizations with a selection of every type of Police Vehicles available on the market for purchase. This scope Includes Police Pursuit Vehicles, Special Services Vehicles, Police Special Purpose Vehicles, and Police Motorcycles.

This solicitation is designed to establish fair and open competition resulting in a comprehensive supply base capable of providing a wide variety of types and quantities of Police Vehicles that meet varying levels/types of requirements as set forth by federal, state, and local organizations. This scope Includes Police Pursuit Vehicles, Special Services Vehicles, Police Special Purpose Vehicles, and Police Motorcycles with related equipment, options, and accessories. This solicitation is further designed to structure contracts that will provide Authorized Users considerable flexibility in purchasing Police Vehicles with related equipment, options, and accessories by establishing an "ala carte menu" style ordering process that allows Authorized Users to build the police vehicles they want by the addition of preferred options.

An analysis provided by the SPD data team indicates that there is approximately $187,258,795 in total spend on existing contracts during the four-year period reviewed from Fiscal Year (FY) 2022-2025. The data was derived only from Quarterly Sales Reports self-reported by the suppliers on the existing SWC. The usage across various Authorized Users, coupled with continued FY-to-FY growth, indicates continued utilization of this Statewide Contract. The analysis indicated that, between FY2022 and FY2025, Local Entities accounted for approximately 55.4% of classified spend, State Entities accounted for 41.7%, and Board of Regents entities accounted for 2.9%.

1.3 RFP Certification and Process Overview

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), DOAS certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this Sourcing Event. Thus, competitive sealed proposals will be submitted in response to this Sourcing Event. This Sourcing Event is being conducted through an electronic sourcing tool approved by DOAS and all suppliers' responses must be submitted electronically in accordance with the instructions provided. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

The objective of the Sourcing Event is to select a qualified supplier to provide the goods and/or services outlined in this Sourcing Event to Authorized Users. This process will be conducted to gather and evaluate responses from suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers' responses received prior to the closing date of this Sourcing Event and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the Sourcing Event 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 per Line -item. For example, this document contains phrases such as “statewide contract(s)” and “award(s)”. Please refer to Section 6.7 Selection and Award of this Sourcing Event for information concerning DOAS’s actual award strategy (single, multiple, split awards, etc.).

1.4 Schedule of Events

The schedule of events set out herein represents DOAS’s best estimate of the schedule that will be followed. Delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the closing 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 Sourcing Event will be publicly posted prior to the closing date of this Sourcing Event. After the Sourcing Event closes, DOAS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description of Activity	Date/Time
Sourcing Event Published	Please reference the Georgia Procurement Registry
Bidders Conference	Please reference the Georgia Procurement Registry and the Sourcing Event for more information, including the date, time and how to join.
Deadline to Submit Questions to the Issuing Officer via the Q&A Board	Please reference the Sourcing Event
Deadline for Issuing Officer to Publish Answers to Supplier Questions	Unless stated otherwise in the Sourcing Event, responses will be published at least two business days prior to the closing date and time. All suppliers should frequently check the Q&A Board.
Sourcing Event Closing/Deadline for Suppliers to Submit Responses	Please reference the Georgia Procurement Registry
Proposal Evaluation Completed (on or about)	3 to 4 Weeks after Closing
Negotiations Invitation Issued (emailed) (on or about); discretionary process	4 to 5 Weeks after Closing

Negotiations with Identified Suppliers (on or about); discretionary process	6 to 7 Weeks after Closing
Final Evaluation (on or about)	7 to 8 Weeks after Closing
Finalize Contract Terms	9 to 10 Weeks after Closing
Notice of Intent to Award* [NOIA] (on or about)	10 to 11 Weeks after Closing
Notice of Award [NOA] (on or about)	As published on the GPR

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

1.5 Definition of Terms

- The **Department of Administrative Services (DOAS)** through its **State Purchasing Division (SPD)** is the state agency responsible for overseeing the State of Georgia's procurement operations. More information is available online at doas.ga.gov.
- **GA@WORK Marketplace for Suppliers** is the State of Georgia's approved portal for bidder registration, bidding on solicitations, access to awarded contracts, and access to DOAS' Business Certification Program.
- The **Georgia Procurement Registry** is the State of Georgia's official site to view all state bid opportunities.
- **Sourcing Event** refers to the electronic sourcing event available for bidding in GA@WORK Marketplace for Suppliers. The Sourcing Event type is defined in Section 1.1. Key Information.
- **Sourcing Tool** refers to the GA@WORK Marketplace Sourcing module, which is DOAS' approved platform for conducting solicitations.
- **Suppliers** are companies or organizations interested in doing business with the State of Georgia.
- **Line-item** is defined as the vehicle make-and-model listed in the Cost Workbook.
- **OEM** means Original Equipment Manufacturer.
- **Dealer Cost** is defined as the Price the dealer paid the OEM for vehicles sold to government entities inclusive of the Government Price Concession (GPC). This does not include cost such as floor plan cost or other cost associated with vehicles sold to the general public.
- **Final Vehicle Cost** is defined as the *Dealer Cost* plus *Percentage Markup* that was awarded.

1.6 Contract Term

The initial term of the statewide contract(s) is for one (1) calendar year from the execution date of the statewide contract(s). DOAS shall have four (4) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of DOAS. Renewals will be accomplished through the issuance of a Renewal Amendment or as otherwise described in the contract terms. In the event that the statewide contract(s), if any, resulting from the award of this Sourcing Event shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, DOAS may, with the written consent of the awarded supplier(s), extend the statewide contract(s) for such period of time as may be necessary to permit the State's continued supply of the identified products and/or services. The statewide contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this Sourcing Event states otherwise, the resulting award of the statewide contract(s) does not guarantee volume or a commitment of funds.

2. Instructions for Suppliers

2.1 **Supplier Acknowledgement**: By submitting a response to the Sourcing Event, the supplier is acknowledging that the supplier has read the information and instructions and agrees to comply with the information and instructions contained herein.

2.2 **Supplier Registration**: 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, GA@WORK Marketplace for Suppliers. Registration is free and enables the registering company to gain access to certain information, services, and resources maintained in GA@WORK Marketplace for Suppliers at no charge to the registering company. All registering suppliers must agree to be bound by the applicable terms and conditions governing use of the system. In the event DOAS elects to offer certain optional or premium services to registered suppliers on a fee basis, the registered supplier 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 GA@WORK Marketplace for Suppliers.

2.3 **Small and Diverse Businesses**: The State of Georgia is committed to supporting small and diverse businesses and encourages all qualified companies to participate in the procurement process through prime and subcontractor opportunities. To assist small and diverse businesses, Georgia law permits an income tax adjustment on the state tax return of any company that subcontracts with a DOAS-certified small and minority-owned, small and woman-owned or small and veteran-owned business to furnish goods, property or services to the State of Georgia (O.C.G.A. Section 48-7-38). More information about DOAS' Business Certification Program is available online at https://doas.ga.gov/state-purchasing/small-business-and-supplier-diversity/georgia-business-certification. Suppliers should consult with their tax advisors to find out how to take advantage of these tax credits.

2.4 **Restrictions on Communicating with Staff**: From the issue date of this Sourcing Event until the Notice of Award is posted (or the Sourcing Event is officially cancelled), suppliers are not allowed to communicate for any reason related to this solicitation with any State staff except through the Issuing Officer, Billy Gilbert, 404-657-4322, billy.gilbert1@doas.ga.gov, as allowed by the Issuing Officer during the Bidders'/Offerors' conference (if any), or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment or otherwise. DOAS reserves the right to reject the response of any supplier violating this provision.

2.5 **Submitting Questions**: All questions concerning this Event must be submitted in writing via the Sourcing Event using the Q&A Board. All questions must be submitted prior to the identified question submission deadline. Answers will be posted by the Issuing Officer on the Q&A Board or as a file attachment that all suppliers can view prior to the closing date.

2.6 **Attending Bidders'/Offerors' Conference**: The Bidders/Offerors' Conference or other informational session (if any) will be identified in the Sourcing Tool. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. Therefore, all suppliers are strongly encouraged to login early to ensure they receive all the information presented.

2.7 **Supplier Responsibility and Security Concerns**: To be eligible to receive a state contract award, a supplier must be determined to be a responsible supplier. "Responsible" means the supplier, whether a company or an individual, has appropriate legal authority to do business in the State of Georgia, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any, as further described in the Georgia Procurement Manual.

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

Further, to be eligible for contract award, (1) the supplier must not be debarred, suspended, banned or identified as a security threat or concern by federal or state government, (2) the supplier must not offer products, equipment or services from another supplier that has been suspended, banned or identified as a security threat or concern by federal or state government, and (3) the supplier must not, pursuant to this awarded contract, offer products, equipment or services that have been identified as security threat, security concern or banned from purchase by a U.S. federal government entity or state government entity. Products and services provided under this contract may not be provided by or include prohibited equipment or components from prohibited companies specified in or pursuant to a National Defense Authorization Act and Georgia House Bill 113, Georgia law governing scrutinized companies and prohibited technologies. As authorized by the revised Georgia law, the Georgia

Technology Authority (GTA) has published and will maintain a list of prohibited technology purchases through the Prohibited Software & Services (SS-22-002) Standard at https://gta-psg.georgia.gov/psg/concerned-goods-and-prohibited-vendors-and-services-ss-22-002.

2.8 **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 Sourcing Event will not be considered. Suppliers' responses must be complete in all respects.

2.9 **Rejection of Proposals; State's Right to Waive Immaterial Deviation**: DOAS reserves the right to reject any or all supplier responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the rights of DOAS to reject responses that do not contain all elements and information requested in this Sourcing Event. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the requirements, which determination will be made by DOAS on a case-by-case basis. A minor informality or irregularity is one which is a matter of form or an immaterial variation from the exact requirements of the solicitation that a trivial or negligible effect on a supplier's total price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to other suppliers. DOAS maintains discretion to provide a supplier with an opportunity to cure any deficiency resulting from a minor informality or irregularity or to waive any such deficiency when it is to the advantage of the State of Georgia. Examples of minor informalities or irregularities may include, but are not limited to:

- Failure of a supplier to furnish the required information concerning the number of the supplier's employees or failure to make a representation concerning its size.
- Failure of a supplier to furnish cut sheets or product literature.
- Failure of a supplier to furnish financial statements.
- Failure of a supplier to furnish references.
- Failure of a supplier to indicate its contractor's license or other evidence of required licensure, except that a contract must not be awarded to the supplier unless and until the supplier is properly licensed under the laws of Georgia.
- Failure of a supplier to furnish an E-Verify affidavit, except that a contract must not be awarded to the supplier unless and until the supplier has submitted a properly executed E-Verify affidavit.
- Failure of a supplier to provide cost information that is a de minimis or immaterial amount.

2.10 **State's Right to Amend or Cancel the Sourcing Event**: DOAS reserves the right to amend this Sourcing Event. Any revision must be made in writing prior to the Sourcing Event closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the Sourcing Event unless expressly stated otherwise in the supplier's response. Each supplier is individually responsible for reviewing the revised Sourcing Event and making any necessary and appropriate changes to the supplier's response prior to the Sourcing Event closing date and time. Suppliers are encouraged to frequently check the Sourcing Event for additional information. Finally, DOAS reserves the right to cancel this Sourcing Event at any time.

2.11 **Protest Process**: Suppliers should familiarize themselves with the procedures set forth in the Georgia Procurement Manual.

2.12 **Cost for Preparing Response**: 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 this Sourcing Event is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

2.13 **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 Informational 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.

2.14 **Public Access to Procurement Records**: Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to DOAS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counteroffers, and certain records revealing preparation for the procurement. 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), the State 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.

DOAS is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

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

2.14.2 **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, 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 form disclosure requirements provided under Georgia law. This redacted copy should be clearly marked "Redacted Copy-Available for Public Review." In addition, the electronic file name should include the words **"Redacted Copy"** at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the vendor's bid/proposal except for audited financial statements in answer to any public records request under the Georgia Open Records Act. Even though information submitted by a Supplier may be marked as "confidential", "proprietary", "trade secret" etc., the State will make its own determination regarding what information may or may not be withheld from disclosure. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information.

2.14.3 **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 vendor's bid/proposal except for 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. In general, the State does not consider pricing information to be trade secret. *See State Rd. & Tollway Auth. V. Elec. Transaction Consultants Corp. 306 Ga. App. 487; 702 S.E. 2d 486 (2010).*

2.15 **Registered Lobbyists**: By submitting a response to this Sourcing Event, the supplier hereby certifies that the supplier and its lobbyists comply with the lobbyist registration requirements in accordance with the Georgia Procurement Manual and state law.

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

2.17 **Public Notice and GA@WORK Marketplace for Suppliers**: The release of the Sourcing Event is formally communicated through the posting of a Sourcing Event in GA@WORK Marketplace for Suppliers and by a public announcement posted to the Georgia Procurement Registry.

GA@WORK Marketplace for Suppliers is an online, electronic tool, which allows an individual to register, logon, select answers and type text in response to questions, and upload any necessary documents. GA@WORK Marketplace for Suppliers permits an individual to build and save a response over time until the registered user is ready to submit the completed response. Each supplier must carefully review the instructions and training information: https://doas.ga.gov/state-purchasing/supplier-training

2.18 **Sourcing Event Review**: The solicitation consists of all information included in the Sourcing Event, as posted online on the GPR, including all documents provided by DOAS as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents. Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links.

2.19 **Preparing Response**: When preparing files to be a part of the supplier's electronic response, the supplier must comply with all instructions within the Sourcing Event. In addition, please review the following recommended guidelines:

- Use the provided forms and worksheets (if any) 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.
- Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
- Proofread your response and make sure it is accurate and readily understandable.
- Label all uploaded files using the corresponding section numbers of the Sourcing Event or any other logical name so that DOAS can easily organize and navigate the supplier's response.
- 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 be disqualified from further consideration.

- Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following formats: 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 Sourcing Event 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 be disqualified from further consideration.

2.20 **Uploading Forms:** The Sourcing Tool provides several options for uploading file attachments, including the Supplier Attachments section. Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions within the Sourcing Event to upload these documents in the proper location.

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

2.21 **Reviewing the Response Prior to Submission**: Each supplier is responsible for ensuring all questions have been answered appropriately and all necessary documents have been uploaded. Prior to final submission, please review the following checklist:

- 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.
- Please review and confirm that the most competitive response has been provided.
- Please confirm that all necessary files have been uploaded.
- Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for the response to be submitted prior to the submission deadline**.

Although a supplier's response has been submitted within the Sourcing Tool, the response will not be released to DOAS until the closing date and time of the Sourcing Event expires. As a result, DOAS cannot know whether the supplier's response is correct or complete until after the Sourcing Event has closed. Therefore, please ensure you review your response carefully prior to submission to ensure it is correct and complete.

2.22 **Submitting the Completed Response/Bid**: Once the completed response has been reviewed by the supplier, submit the bid following the prompts within the Sourcing Tool. Any information entered by a supplier into the Sourcing Tool 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 submits the bid will the response to the Sourcing Event be sent electronically, time-stamping the supplier's response and sending a confirmation email to the email address of the supplier. Please note that submission is not instantaneous and may be impacted by unpredictable factors such as a supplier temporarily losing a connection to the Internet or increased system traffic; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline**. Please be aware that submission of multiple attachments may involve a substantial amount of time. Each Supplier is strongly encouraged to save attachments as they are uploaded and to submit its response/bid at least eight hours prior to close of a solicitation to allow ample time for appropriate technical support should the need arise. Each Supplier is responsible in all respects for timely delivery of its response and completeness in the Sourcing Tool.

2.23 **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 the Sourcing Tool any time prior to the closing date and time of the Sourcing Event. AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE SOURCING EVENT 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 revising the submitted response or the supplier's inability to resubmit a response prior to the Sourcing Event end date and time.

2.24 **Supplier Certification**: By responding to this Sourcing Event, the supplier understands and agrees to the following:

- That this 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
- That the supplier guarantees and certifies that supplier's proposed solution, including but not limited to all goods, services, and technology proposed by supplier, meets or exceeds all the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
- That the response submitted by the supplier shall be valid and held open for a period of **two hundred and seventy (270) days** from the final solicitation closing date and that the response may be held open for a lengthier period subject to the supplier's consent; and
- That this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer 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
- 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.

2.25 **Help Desk Support**: For technical questions related to registering as a bidder or responding to the Sourcing Event in **GA@WORK Marketplace for Suppliers**, 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

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

3.1 **Periodic Performance/Sales Reports**: If selected for award, the supplier shall submit the following management report(s) to the DOAS identified contract administrator. All reports shall be provided by the supplier in electronic format. If specified by DOAS contract administrator, all electronic reports must be submitted in Microsoft Excel or Microsoft Access format. If applicable, reports should include the ability to sort/summarize by account. The supplier agrees to provide all data requested in a flat file format as designated by DOAS' contract administrator.

3.1.1 **Quarterly Sales Report**: At the end of each State fiscal quarter, Supplier shall prepare and submit a Quarterly Sales Report (QSR) reflecting all transactions under the Statewide Contract for the applicable reporting period. The QSR shall be submitted through the GA@WORK Supplier Management Portal within twenty (20) calendar days following the end of each State fiscal quarter, in accordance with Section 3.6, Administrative Fee and Sales Reporting Submission.

3.1.1.1 The Quarterly Sales Report shall report sales by customer at the transaction level and shall contain, at a minimum, the following data elements, as applicable to each transaction: Invoice Number, Purchase Order Number, VIN Number, Vehicle Make (OEM Brand Name), Vehicle Model Number, Type – Made-to-Order or Dealer Inventory, Vehicle Category, Vehicle Subcategory, if applicable
Fuel Type or Alternative-Fuel Powertrain, EPAct Compliant – Yes or No, Quantity Ordered, Unit of Measure, Contract Unit Price, Total Contract Price, Payment Date or Date Ordered, as specified by the State's reporting template, Customer Name
Customer Address, Customer City, Customer State, Customer Zip-Code

3.1.1.2 Supplier shall complete all required fields in accordance with the definitions, formats, allowable values, and validation requirements established in the State's Quarterly Sales Report template. Where the reporting template provides predefined selections or drop-down values, Supplier shall use the applicable State-provided value.

3.1.1.3 For required Invoice Number or Purchase Order Number fields where the applicable information is unavailable, Supplier shall enter "Not Available" or "Unspecified," as permitted by the State's reporting template.

3.1.1.4 The Quarterly Sales Report requirements contained in this Section and the State-provided reporting template shall be interpreted consistently. Supplier shall use the current State-provided Quarterly Sales Report template and associated field definitions when preparing each submission. The State may revise the reporting template, field definitions, allowable values, or validation requirements during the term of the Contract upon notice to Supplier.

3.1.1.5 The Total Contract Price shall represent the total value of the reported transaction and shall equal Quantity Ordered multiplied by Contract Unit Price, as applicable. Each reported transaction shall contain sufficient invoice, purchase order, vehicle, pricing, and customer information to permit reconciliation to the underlying transaction and applicable Statewide Contract pricing.

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

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

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

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

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

3.4 **GA@WORK Marketplace Virtual Catalog**: DOAS utilizes electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts. The central online website is referred to as GA@WORK Marketplace™ and the catalog site is referred to as the Virtual Catalog.

3.4.1 **Supplier's Interface with the Virtual Catalog**: To be eligible for contract award, the supplier must agree to cooperate with DOAS and its contractor, JAGGAER (formerly known as SciQuest), and any authorized agent or successor entity to JAGGAER, in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days of such request either (1) a hosted catalog or (2) punch-out catalog or a combination of both. Supplier will cooperate with DOAS and JAGGAER to create a schedule to enable the integration of the supplier's statewide contract offering into the Virtual Catalog within a reasonable time period as determined by DOAS.

3.4.2 **JAGGAER Supplier Network**: If requested by DOAS, supplier will join the JAGGAER Supplier Network (JSN) and will have the option of using 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 email and fax. More information about the JSN can be found at: www.jaggaer.com or call the JAGGAER Supplier Network Services team at 919-659-2152 or 800-233-1121.

3.4.3 **Commodity Codes**: Supplier will support use of the latest version of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC are owned by the United Nations Development Programme (UNDP) and are managed by GS1 US. Updates to the UNSPSC are conducted at a minimum of once a year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the supplier will be required to support the migration effort. All Line-items, goods or services provided under the resulting statewide contract must be associated to an appropriate UNSPSC code. All Line-items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.org and http://www.unspsc.org/faqs#How.

3.4.4 **Virtual Catalog Structure**: DOAS will decide which of the catalog structures (either Hosted, Punch Out, or both as further described below) will be provided by the supplier. Regardless of the type of catalog(s) selected, items displayed within the catalog must be strictly limited to the supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract are not to be viewable by Authorized Users).

3.4.5 **Hosted Catalog**: By providing a Hosted Catalog, the supplier is providing a list of its products/services, pricing, and images in an electronic data file in a format accepted by JAGGAER's System Integration, such as Tab Delimited Text files. In this scenario, the supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.

3.4.6 **Punch-Out Catalog**: By providing a Punch Out Catalog, the Supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. Updates and changes made to the supplier's Online Catalog, as it relates to pricing and adding of items, must be approved by DOAS prior to enabling. If awarded multiple contracts, supplier agrees to maintain a single Punch Out site and be able to provide the appropriate contract ID on each item returned to JAGGAER. The site must also return detailed UNSPSC codes (as outlined in line 3) for each Line-item. Supplier also agrees to provide e-Quote functionality that is retrievable for purchase through the Integration to facilitate volume discounts.

Supplier will need to be able to facilitate the delivery of Level II Punch Out within this Integration.

3.4.7 **Minimum Requirements**: Whether the supplier is providing a Hosted Catalog or a Punch Out Catalog, the Supplier agrees to meet the following requirements:

3.4.7.1 Catalog must contain the most current pricing* and/or discounts, as well as the most up-to-date product/service offering the Supplier is authorized to provide in accordance with the statewide contract. *Current pricing is to be inclusive of all administrative fees, delivery costs, production costs, third-party pass-through charges, or any markups or adjustments.

3.4.7.2 The accuracy of the catalog must be maintained by Supplier throughout the duration of the statewide contract between the Supplier and DOAS.

3.4.7.3 The Catalog must include a State-specific contract identification number.

3.4.7.4 The catalog must include detailed product line-item descriptions.

3.4.7.5 The catalog must include pictures or diagrams when possible as further described in Section 3.4.10.

3.4.7.6 The catalog must include DOAS accepted Unit of Measure.

3.4.7.7 The catalog must include any additional DOAS content requirements.

3.4.8 **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:

3.4.8.1 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 1/01/24 would be effective in the Virtual Catalog on 2/01/24). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/23 would be effect in the Virtual Catalog on 1/01/24).

3.4.8.2 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.

3.4.8.3 Supplier will be required to honor pricing, for an agreed upon time, on orders that are considered to be “in-flight” at the time the price change goes into effect.

3.4.9 **Ordering**: Supplier must be able to accept Purchase Orders via fax, email, cXML or EDIINT. For Punch Out catalogs, the supplier must accept Catalog generated orders via cXML or EDIINT. For orders consisting of items that are considered, non-catalog items, orders must be able to be received as stated above. 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.

3.4.9.1 The supplier is required to provide positive confirmation via phone or email within 24 hours of the supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the supplier must provide positive confirmation via phone or email on the next business day.

3.4.9.2 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.

3.4.10 **Image Files and Catalog Content**: 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:

3.4.10.1 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.

3.4.10.2 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.

3.4.10.3 Provide only one image per product.

3.4.10.4 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.

3.4.10.5 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.

3.4.10.6 As products change, updated image files must be submitted to update the Virtual Catalog.

3.4.10.7 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)

3.4.10.8 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.

3.4.11 **Multiple Catalogs**: Existing suppliers in the JSN normally host one general product catalog that is made available for all customers. This avoids duplication of effort for the supplier and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. JAGGAER does not prohibit 'private' catalogs but recommends review of requirements with the supplier enablement consultants and the suppliers in question first. Although suppliers in the JSN normally submit one 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.

3.4.12 **JAGGAER Assistance**: 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.

3.4.13 **Board of Regents**: The Board of Regents of the University System of Georgia 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 (if any).

3.5 State of Georgia Virtual Payables and Purchasing Card Program

The State of Georgia provides for the use of several payment methods including Virtual Payables, Purchasing Card (P-Card), 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 all forms of payments.

DOAS administers a program which provides a purchasing card (hereinafter, “State of Georgia P-Card”) to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. DOAS has entered into a Contract with its P-Card provider, Bank of America, to also provide the Virtual Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the supplier. The supplier agrees to accept payment via P-Card, Virtual Payables and any other method identified by DOAS and shall impose no fee on either DOAS or any Authorized User for the use of Virtual Payables pursuant to this Statewide Contract.

All purchases made by Authorized Users’ representatives shall be exempt from State of Georgia 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 P-Card and Virtual Payables numbers confidential and shall not disclose the State of Georgia P-Card or Virtual Payables numbers except as expressly authorized by DOAS. The Supplier represents that State of Georgia P-Card and Virtual Payables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. Supplier shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia P-Card or Virtual Payables Numbers or (2) supplier’s failure to maintain compliance with the Payment Card Industry Data Security Standard in the supplier’s contract performance. Supplier agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for P-Card and Virtual Payables in resolving any issues or disputes concerning the use of such payment methods pursuant to this statewide contract.

3.6 **Administrative Fee and Sales Reporting Submission**: Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology.

3.6.1 **Administrative Fee**: 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 (“Contractor”) and remitted to DOAS in accordance with the following paragraphs.

3.6.2 **Quarterly Payment and Sales Reporting Requirements**: DOAS and Contractor agree that the collected Fees and the corresponding Quarterly Sales Report (report template available upon request), which identifies the total sales pursuant to this statewide contract for the corresponding fiscal quarter, shall be submitted by Contractor to DOAS. The total sales reported in the Quarterly Sales Report should be limited to sales in which the Contractor has received payment from the

Authorized User. The Fees and the Quarterly Sales Report must be received by DOAS on or before the Contractor's Payment Due Date as defined in the table below.

3.6.3 **Submission Deadlines**: The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the GA@WORK Supplier Management Portal, 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:

DOAS' Fiscal Quarters	Months	Contractor's Quarterly Sales Report Due Date	Contractor's Payment Due Date (In Response to DOAS generated Invoice)
Quarter 1	July 1st – September 30th	October 20th	November 15th
Quarter 2	October 1st – December 31st	January 20th	February 15th
Quarter 3	January 1st – March 31st	April 20th	May 15th
Quarter 4	April 1st – June 30th	July 20th	August 15th
			30 DAYS FOLLOWING TERMINATION OF SWC

3.6.4 **Payments**: No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, Contractor shall remit payment to DOAS for the Fees. Administrative fees and/or rebates earned by the State collected by Contractors on behalf of DOAS must be promptly remitted through one of the following methods, citing the **Invoice Number:** 1) Electronic Funds Transfer (EFT) (**preferred method**); 2) Credit card; or 3) check (**least preferred method**). Contractors should utilize the Express Payment Acceptance System (ePAS) for payment of administrative fees. ePAS is an online solution DOAS offers as a more convenient, flexible, and secure way to make payments.

3.6.4.1 **For EFT payments (preferred method):** Upon contract award, DOAS will provide the information Contractor will need to reference in order to submit payments to DOAS electronically:

3.6.4.2 **For Credit Card payments:** Contractor can utilize ePAS or contact the following individual to initiate processing: Ms. Eligia Familia / DOAS Financial Operations / Phone: (404) 651-5035

3.6.4.3 **For Check payments (least preferred method):** Contractor can utilize ePAS or remit the check to: Department of Administrative Services // Fiscal Services Administration // 200 Piedmont Avenue, SE, Ste. 1820 – West Tower, Atlanta, GA 30334-9010

3.6.5 **No Contract Sales**: In the event no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating no sales have occurred. By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness.

3.6.6 **Multiple Statewide Contracts**: Contractors doing work under multiple agreements are prohibited from sending in a single consolidated report encompassing multiple statewide contracts. If you are a statewide contract Contractor doing work under more than one agreement, you must provide separate reports for each agreement and individually reference the appropriate SWC# on each report by entering your company name and corresponding SWC# in the template. Contractors doing work under multiple agreements are prohibited from sending in a single consolidated payment encompassing multiple SWCs. If you are a statewide contract Contractor doing work under more than one agreement, you must provide separate payments for each agreement and individually reference the appropriate SWC# associated with each payment.

3.6.7 **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.

3.6.8 **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.

3.6.9 **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:

(Administrative Fee Amount Due) x (18%) = X
X / 365 (366 for leap years) = Y
Y x (Number of Days Payment is Late) = Interest Owed

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Supplier makes an error and overpays, the Supplier is responsible for alerting DOAS in writing of the Supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Supplier no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Supplier's overpayment of Fees.

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

3.7 **Standard Insurance Requirements**
If awarded a contract, the supplier shall procure and maintain insurance coverage as described in the statewide contract. Please reference Section 7 "Contract Terms and Conditions" for more information.

3.8 **Performance and Payment Assurances:** N/A

3.9 **Supplier Compliance**: Suppliers responding to this Sourcing Event and currently holding one or more statewide contracts with DOAS are required to be compliant with the terms and conditions of their current agreement(s) with the State. This includes all quarterly reporting and administrative fee submission requirements. DOAS will not award the resulting statewide contract to a supplier that has failed to meet its current statewide contract obligations.

4. Sourcing Event Factors/Technical Requirements

4.1 **Instructions for Suppliers**: For the needed goods, technology and services, this section identifies the types of technical requirements and questions included in the Sourcing Event and how each will be evaluated. By submitting a response, the supplier is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these requirements are included in the supplier's submitted pricing. Unless requested otherwise, all responses should be provided within the Sourcing Tool and not as a separately attached document.

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 a supplier may have available; rather, the suppliers shall propose to meet DOAS's needs as defined in this Sourcing Event. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

All the items described in the Sourcing Event are service levels and terms and conditions that DOAS expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the supplier's submitted response. Unless requested otherwise, all responses must be provided within the identified data fields within the Sourcing Tool and any forms or worksheets provided with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the Sourcing Tool as an uploaded document to the supplier's response. These completed forms and worksheets together with all other documents and information submitted by the supplier will be considered the supplier's technical proposal.

4.2 **Supplier General Information**: Each supplier must complete all requested information in the Sourcing Event, which may include contact information, corporate composition and demographics, and scrutinized company status.

4.3 **Mandatory Requirements**: This Sourcing Event contains mandatory requirements (**designated as Mandatory Questions**) which must be met by the supplier for the supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways: (a) requirements in this Sourcing Event (b) requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed. Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "No" is the correct and logical response to meet the mandatory requirement (e.g., responding "No" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "No" will fail the technical requirements and will result in disqualification of the supplier's response, except as otherwise provided in this Sourcing Event.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO MANDATORY REQUIREMENTS.

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

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO MANDATORY SCORED QUESTIONS.

5. Cost Proposal

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

- The submitted cost proposal must include all costs, inclusive of the 1% administrative fee of performing pursuant to the resulting contract; and
- Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Sourcing Event, will be treated as non-responsive and may not be considered for award; and
- In the event there is discrepancy between the supplier’s unit price and extended price, the unit price shall govern; and
- In the event there is a discrepancy between (1) the supplier’s pricing as quoted on the Sourcing Event (2) the supplier’s pricing as quoted by the supplier in the **Cost Workbook**, the latter shall govern; and
- The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the Sourcing Event or contract; and
- 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
- Unless otherwise specified in any terms and conditions attached to the Sourcing Event, all product deliveries will be F.O.B. destination, and all shipping charges must be included in the quoted cost; and
- Unless expressly permitted by the Sourcing Event, 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
- Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the Sourcing Event; and
- Unless permitted by the Sourcing Event, responses requiring payment from the Authorized User in less than thirty (30) days will be considered non-responsive; and
- 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**: Cost Structure and Additional Instructions: DOAS’s intent is to structure the cost format to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each supplier’s cost proposal be completed and submitted in Microsoft Excel format using Attachment B: Cost Workbook, as provided in Section 5, “Cost/Pricing,” of this eRFP, and in accordance with the format and instructions contained therein.

Additional or alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions provided in Attachment B: Cost Workbook, submission of an incomplete cost proposal, submission of the Cost Workbook in a format other than

Microsoft Excel, or submission of cost/pricing information in a format other than the required Attachment B may result in rejection of the supplier's proposal.

The Sourcing Tool permits DOAS to structure the Sourcing Event to allow the supplier to enter pricing directly into the Line-items in the Cost Workbook. If there are multiple products/services to be priced or the pricing structure is complex, DOAS has attached a Cost Workbook for the supplier to download, complete and then upload as part of the supplier's response.

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

5.3. **Cost Workbook:** Each supplier is required to submit pricing in the Cost Workbook (Attachment: B) as part of their response to this eRFP document. The Cost Workbook contains five (5) tabs; **Tab 1: Instructions, Tab 2: Regional Delivery Price** and three (3) category tabs. The following workbook tabs are the vehicle categories and line-items for this sourcing event: **Tab 3: Police Pursuit Vehicles (PPVs); Tab 4: Special Service Vehicles (SSVs)/Special Operations Vehicles (SOVs); and Tab 5: Police Motorcycles (PMs)**. Each category/tab holds various line-items of makes and models of vehicles that fall under that Category.

The following sections of the cost workbook are evaluated; therefore, ALL ENTRIES IN THESE SECTIONS MUST BE COMPLETED or your proposal may be deemed non-responsive: Regional Delivery Price ($), Cost for Vehicle ($), Percent Markup for Vehicle (%) and Percent Markup for Options (%).

Cells highlighted in YELLOW must be completed by the supplier.

The State reserves the right to require the bidder to provide verification of the Dealer Cost of the vehicle amount from the OEM. See definition of Dealer Cost in Section 1.5.

6. Proposal Evaluation, Negotiations and Award

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

6.1 **Administrative/Preliminary Review**: First, the proposals will be reviewed by the Issuing Officer to validate the proposal was submitted in the Sourcing Tool by the closing date in accordance with the Sourcing Event instructions and is materially complete.

6.2 **Evaluating Proposal Factors (Section 4)**: If the supplier's proposal passes the Administrative/Preliminary Review, the supplier's responses to Section 4 (Sourcing Event Factors/Technical Requirements) will be submitted to the Evaluation Team for evaluation.

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

The supplier will receive a total technical score at the conclusion of the evaluation of the Sourcing Event Factors/Technical Requirements.

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

6.3.1 **Cost Scoring**: DOAS may utilize lowest cost, lowest total cost, greatest savings, or any combination thereof to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis per Line-item (as applicable) relative to other proposals. The supplier deemed to have the most competitive cost proposal per Line-item overall, as determined by DOAS, will receive the maximum weighted score for the cost criteria. DOAS may assign the maximum score for each line-item for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question for each line-item.

6.3.2 **Evaluated Amount:** Cost for Vehicle Plus Percent Markup for Vehicle
For each line-item offered, the Supplier shall enter the Cost for Vehicle in Column H and the Percent Markup for Vehicle in Column I of the Cost Workbook. The Evaluated Amount in Column J will be automatically calculated using the following formula:

Evaluated Amount = Cost for Vehicle Plus Percent Markup (Converted to a Dollar Amount.)

The Supplier shall not enter or modify any values or formulas in Column J. DOAS will use the Evaluated Amount to compare the proposed vehicle pricing for each line-item as part of its evaluation of the total cost score. The State reserves the right to require the Supplier to provide OEM-issued or OEM-supported documentation verifying the Cost for Vehicle entered in the Cost Workbook.

6.3.3 **Regional Delivery Evaluation**

The Supplier shall enter the price, expressed in U.S. dollars, to deliver one vehicle to each of the twelve (12) State Delivery Regions on the Regional Delivery Price tab of the Cost Workbook. DOAS will evaluate the submitted Regional Delivery Prices to determine they are fair, reasonable, and highly competitive. Delivery Prices may be subject to negotiations.

6.3.4 **Percent Markup for Options**

The Percent Markup for Options entered in Column L of the Cost Workbook will not be scored but will be evaluated separately to determine if the proposed markup is fair, reasonable, and highly competitive. Option Markup Percentage may be subject to negotiations.

6.3.5 **Fair and Reasonable**

DOAS currently recognizes the following analysis techniques to support determinations that submitted pricing is fair and reasonable: (a) Adequate price competition (multiple bids), (b) Comparison with prices previously paid for similar/like products, (c) Comparison with prices on other State's equivalent contract(s), (d) Comparison with prices/amounts obtained through market research, and (e) Other industry-specific generally accepted price analysis techniques. DOAS reserves the right to omit specific line items from the award of any resultant statewide contract if it is determined that line-item unit prices are not fair, reasonable, and highly competitive.

6.3.6 **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.

6.3.7 **Total Score**: The supplier's cost score will be combined with the supplier's technical score to determine the supplier's overall score (or "total combined score") for each line-item.

6.4 **Scoring Criteria**: The evaluation comprises the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	600 points
Technical/Proposal Factors	2. Mandatory Requirements	Pass/Fail
Technical/Proposal Factors	3. Scored Criteria	400 points
Total	N/A	1000 points

6.5 **Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)**: For the purposes of evaluation only, suppliers domiciled in the State of Georgia will be granted the same preference over suppliers domiciled in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, to be considered domiciled in the State of Georgia, the supplier must currently maintain its primary place of business (corporate nerve center) within the State of Georgia.

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

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

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

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

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

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

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

6.6.3 **Competitive Range**

If DOAS elects to negotiate pursuant to Section 6, DOAS may either (1) elect to negotiate with all responsive and responsible suppliers, (2) limit negotiations to those suppliers identified within the competitive range, (3) limit negotiations to the number of suppliers with whom DOAS's Negotiation Team may reasonably negotiate as defined below or (4) negotiate with suppliers whose Delivery and/or Options pricing is determined to be not fair, reasonable, and/or not competitive. In the event DOAS elects to limit negotiations to those suppliers identified within the competitive range, DOAS will identify the competitive range by (1) ranking suppliers' proposals from highest to lowest based on each supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified.

In the event DOAS determines the number of responsive and responsible suppliers is so great that the Negotiation Team cannot reasonably conduct negotiations (which determination shall be solely at DOAS's discretion and shall be conclusive), DOAS may elect to limit negotiations to the top five (5) ranked suppliers for each Line-item as determined by the Total Combined Score.

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

6.7 Selection and Award

DOAS intends to make **three (3) awards for each line item** to the three highest-ranked responsive and responsible suppliers eligible for award based on final Total Combined Score. If fewer than three (3) responsive and responsible suppliers are eligible for award for a line item, DOAS may make awards to the eligible supplier(s).

6.7.1 **Additional Awards**

DOAS reserves the right to make **more than three (3) awards for a line item** when additional awards are determined to be in the best interest of the State.

A supplier ranked below third place may be considered for an additional award if its final Total Combined Score is **within ten percent (10%) of the final Total Combined Score of the third-ranked supplier**.

For purposes of this provision, **“within ten percent (10%)”** means that the supplier's final Total Combined Score is no more than ten percent (10%) lower than the final Total Combined Score of the third-ranked supplier. The third-ranked supplier's score will serve as the reference point for this calculation. For example, if the third-ranked supplier's final Total Combined Score is **900 points, suppliers scoring 810 points or higher** would fall within the ten percent (10%) range for consideration.

Meeting the ten percent (10%) threshold does not guarantee an additional award. In determining whether an additional award is appropriate, DOAS may consider supplier capacity, vehicle availability, geographic or statewide coverage, continuity of supply, market conditions, Authorized User demand, anticipated order volume, manufacturer availability, and other relevant State requirements identified in this RFP.

If more than one supplier meets the ten percent (10%) threshold and DOAS determines that additional awards are appropriate, additional awards will be made in **descending order of final Total Combined Score** to responsive and responsible suppliers eligible for award.

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

6.9 **Public Award Announcement**: The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award. The Notice of Intent to Award (NOIA) is not notice of an actual contract award; instead, the NOIA is notice of DOAS’s 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’s public notice of actual contract award(s). The NOA will be publicly posted to the Sourcing Tool, which can be accessed from the Georgia Procurement Registry.

6.10 **Adding Police Vehicles and Special Operations Vehicles to the Contract:** DOAS may solicit open and competitive quotes from awarded suppliers for new Police Vehicles and/or

Special Operations Vehicles that come on the market after the solicitation closes. Vehicles that were available during the period of the solicitation will not qualify for addition.

1. The state will benchmark quoted prices to ensure competitive pricing and award based on the needs of the state at that time.
2. Ensuing contracts added as a result of the process above will be rolled into the existing Police Vehicles contract. They will expire simultaneously as the original Police Vehicles contract expires.
3. The final decision to add new vehicles rest solely with DOAS.

6.11. **Deleting Vehicles:** To delete vehicles from the contract that have gone out of production, the awarded Supplier(s) must notify the State that the manufacturer has stopped production of the vehicle(s) by submitting a written notification from the Manufacturer(s) that the vehicle(s) are out of production.

7. Contract Terms and Conditions

7.1 **Statewide Contract**: The contract that DOAS expects to award as a result of this Sourcing Event will be based upon the Sourcing Event, 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 final cost and technical proposals submitted by the supplier and any subsequent revisions to the supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the Sourcing Event, and any other terms deemed necessary by DOAS, except that no objection or amendment by a supplier to the Sourcing Event requirements or the contract terms and conditions shall be incorporated by reference into the contract unless DOAS has explicitly accepted the supplier's objection or amendment in writing.

Please review DOAS's contract terms and conditions prior to submitting a response to this Sourcing Event. Suppliers should plan on the contract terms and conditions contained in this Sourcing Event being included in any award as a result of this Sourcing Event. 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 Sourcing Event and the potential resulting contract.

7.2 **Supplier's Exception to Contract**: By submitting a response, each supplier acknowledges its acceptance of the Sourcing Event specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If the supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be redlined with comments explaining the rationale for the proposed revision, uploaded and submitted as part of the supplier's response (Attachment J: Contract Exceptions to Contract Terms and Conditions), and should be provided as a red-line markup of the posted contract (Attachment D: Statewide Contract Terms and Conditions for Goods and Services) with inserted comments specifying the need for the changes. Attachment D shall be redlined and uploaded in Microsoft Word .docx format. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the Sourcing Event. Proposed exceptions should comply with Georgia law. For further information regarding contracting with state entities subject to DOAS purview, please see SPD-SP060 "Contracting with State Entities" provided as an attachment to this solicitation and located at https://doas.ga.gov/state-purchasing/seven-stages-of-procurement/stage-3-solicitation-preparation

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

DOAS reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful suppliers. Exceptions that materially change the terms or the requirements of the Sourcing Event 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. Sourcing Event Attachments

The following documents make up this Sourcing Event. Please see Section 2 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.

Attachment A: Statewide Sourcing Event eRFP (this document) and all other information within the Sourcing Tool
*Attachment B: Cost Workbook from Section 5 “Cost/Pricing” of this eRFP
Attachment C: Police Vehicles Requirements Document
*Attachment D: Statewide Contract Terms and Conditions for Goods
*Attachment E: Supplier Response Submission Checklist
*Attachment F: Department of Audits Immigration and Security Form
*Attachment G: Certificate of Non-collusion
*Attachment H: Tax Compliance Form
*Attachment I: W-9 Form
*Attachment J: Contract Exceptions Submission Form
*Attachment K: Manufacturer Certification
Attachment L: Supplier Quarterly Sales Report
Attachment M: Supplier Q and A Template
Attachment N: SPD-SP060ContractingwithStateEntities
Attachment O: SPD-SP044SampleTradeSecretAffidavit
Attachment P: Georgia Regional Map
*Attachment Q: Supplier Contract Experience/Reference Form

**To be completed and uploaded in the sourcing tool with bid submission*

NOTE: The list above may not be exhaustive. Suppliers should carefully review the Sourcing Event to access all applicable files, including Event Prerequisites, Buyer Attachments, Questions, and Cost Lines.