



## **State of Georgia**

**State Entity: University of Georgia**

**Request for Quotes ("eRFQ")**

**Event Name: Temporary Staffing Services**

**RFQ (Event) Number: 66639810**

### **1. Introduction**

#### **1.1. Purpose of Procurement**

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes ("eRFQ") is being issued to establish a contract with one or more qualified suppliers who will provide Student Test Scoring Evaluation to the University of Georgia (hereinafter, "the State Entity") as further described in this eRFQ.

The University of Georgia is currently accepting bids for advertising, hiring, and human resources-related services, as further explained by the Specifications. The supplier must be able to work with the current Athens scoring location for testing.

#### **1.2. Electronic Records and Signatures**

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

#### **1.3. Overview of the eRFQ Process**

The objective of the eRFQ is to select one or more qualified suppliers (as defined by Section 1.1 "Purpose of the Procurement") to provide the goods and/or services outlined in this eRFQ to the State Entity. This eRFQ process will be conducted to gather and evaluate responses from supplier 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 eRFQ and resolution of any contract exceptions, the preliminary results of the eRFQ process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

**NOTE TO SUPPLIERS:** The general instructions and provisions of this document have been drafted with the expectation that the State Entity may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)". Please refer to Section 1.1 "Purpose of the Procurement" and Section 6.6 "Selection and Award" for information concerning the number of contract awards expected.

#### **1.4. Schedule of Events**

The schedule of events set out herein represents the State Entity's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFQ will be publicly posted prior to the closing date of this eRFQ. After the close of the eRFQ, the State Entity

reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFQ	As Published on the Georgia Procurement Registry ("GPR")	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	11/30/2015	5:00 p.m. ET
Bidders/Offerors' Conference Location: N/A	N/A	N/A
Responses to Written Questions	12/2/2015	5:00 p.m. ET
Bids Due/Close Date and Time	As Published on the GPR	See GPR
Bid Evaluation Completed (on or about)	2 to 3 Weeks after Closing	N/A
Finalize Contract Terms	1 to 2 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	1 to 2 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

\*In the event the estimated value of the contract is less than \$100,000, the State Entity reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

#### 1.5. Official Issuing Officer (Buyer)

**Christopher Versola**  
cversola@uga.edu

#### 1.6. Definition of Terms

Please review the following terms:

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

State Entity – the governmental entity identified in Section 1.1 "Purpose of Procurement" of this eRFQ.

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

#### 1.7. Contract Term

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

## 2. Instructions to Suppliers

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

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

## 2.1. General Information and Instructions

### 2.1.1. Team Georgia Marketplace™ Registration System

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

### 2.1.2. Restrictions on Communicating with Staff

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

### 2.1.3. Submitting Questions

All questions concerning this eRFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.5. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFQ must be submitted in the following format:

Company Name

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

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

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

### 2.1.4. Attending Bidders/Offerors' Conference

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

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

Prior to an award, the State Entity must be assured that the selected supplier has all of 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 on-going needs of the State Entity, financial resources sufficient to complete

performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the supplier's ability to perform, if awarded, the State Entity has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

**2.1.6. Failing to Comply with Submission Instructions**

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

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

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

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

The State Entity reserves the right to amend this eRFQ. Any revisions must be made in writing prior to the eRFQ 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 eRFQ (including any revisions/additions made in writing prior to the close of the eRFQ whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFQ. Suppliers are encouraged to frequently check the eRFQ for additional information. Finally, the State Entity reserves the right to cancel this eRFQ at any time.

**2.1.9. Protest Process**

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

**2.1.10. Costs for Preparing Responses**

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

**2.1.11. ADA Guidelines**

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

**2.1.12. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State Entity's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the State Entity's posting of the Notice of Intent to Award (or the Notice of Award in the event the State Entity does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted in the proposal, offer, or proposal shall not be subject to public disclosure. The State Entity is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

#### **2.1.13. Registered Lobbyists**

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

## **2.2. Submittal Instructions**

Listed below are key action items related to this eRFQ. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFQ provides high-level instructions regarding the process for reviewing the eRFQ, preparing a response to the eRFQ and submitting a response to the eRFQ. Suppliers are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFQ to ensure the supplier successfully submits a response to this eRFQ.

#### **2.2.1. eRFQ Released**

The release of the eRFQ is formally communicated through a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows:

[http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

This eRFQ is being conducted through eSource, an electronic sourcing tool, which allows suppliers to submit responses online. To be eligible for contract award, the supplier must submit its response to this eRFQ through eSource prior to the close date and time of this eRFQ. All suppliers MUST carefully review the instructions and training information from the following link for a comprehensive overview of the use and functionality of eSource:

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

#### **2.2.2. eRFQ Review**

The eRFQ (or "Sourcing Event") consists of this document, entitled "The State Entity eRFQ Document", and any and all information included in the Sourcing Event, as posted online on the GPR, including any and all documents provided by the State Entity as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents. Access and review the eRFQ by completing the following steps:

1. Go to eSource which is located online at the following link:  
[http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)
2. Search for this eRFQ using the identifying information on the first page of this document (State Entity's Name, Title of Event, Event Number, etc.),
3. Once you access the eRFQ, select the appropriate access option (Respond Now, Request an Immediate Invite, or Register to Respond). Follow the instructions for each option.

4. Once you are able to log on and access the eRFQ, you are ready to begin reviewing the eRFQ and its attachments. If you are not a regular user of eSource, make sure you review the training materials located in 2.2.1 eSource of this RFQ.
5. Locate the section labeled “Documents” in the lower section of the Summary page.
6. Next, by selecting and clicking on each document titled link, the supplier may open and save all of the available documents.
7. The supplier should save attachments to its personal computer to allow the supplier to prepare responses to the attached files. The supplier may choose the “Respond at a later time” button to exit without submitting a response. Then, once the supplier is ready to submit its response, the supplier can log in to this eRFQ and upload its response.

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

### **2.2.3. Preparing a Response**

When preparing files to be a part of the supplier’s electronic response, the supplier must consider the following instructions:

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

### **2.2.4. Uploading Forms**

Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please following the directions within the eRFQ to upload these documents in the proper location. Do not upload forms until you are ready to submit your response in the system.

1. The supplier must first access the Sourcing Event in eSource using the instructions provided in Section 2.2.2 “eRFQ Review” of this eRFQ.
2. The “Response Documents” section of the Sourcing Event provides a place for the supplier to upload all of the documents and worksheets necessary to complete the supplier’s response.
3. Once all files are complete, properly labeled and ready to be uploaded, the supplier can then select “Upload Completed Response Documents” button to upload the completed documents. The supplier can upload as many documents as necessary in this section of the Sourcing Event.

4. Once all files are uploaded, the supplier should carefully review its response as noted in Section 2.2.5 prior to submitting the response as described in Section 2.2.6. If the supplier determines the final response is not ready to be submitted, the supplier can select the “Respond at a later time” button to exit eSource without submitting a response. The supplier may then return later and reload its files.

#### **2.2.5. Reviewing the Response Prior to Submission**

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

1. Please review and confirm that the supplier has answered all questions appropriately. Many questions require a “yes” or “no” response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded. All documents uploaded by the supplier may be viewed by accessing the “Response Documents” section of the Sourcing Event.

#### **2.2.6. Submitting the Completed Response/Bid**

Complete the following steps to submit your response:

1. Once the completed response has been reviewed by the supplier, click the “Respond Now” button at the bottom of the screen of the Sourcing Event within eSource.
2. You will then be given an opportunity to confirm the submission of your response. At this point, you may either click “Cancel” to return to the submission form or click “OK” to finalize your submission. Any information entered by a supplier into eSource but not submitted prior to the submission deadline will not be accepted by the eSource system and will not be considered for award. Only after a supplier selects the “OK” button to finalize submission will the response to the eRFQ be sent electronically.
3. On receipt of the supplier’s response, the eSource system time stamps the supplier’s response, sends a confirmation email to the supplier’s email address and displays a receipt confirmation screen message with instructional information to the supplier. If you do not receive a confirmation email, you must promptly contact the Help Desk identified in Section 2.2.8 of this eRFQ.
4. 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 eSource, the response will not be released to the State Entity until the closing date and time of the eRFQ expires. As a result, the State Entity cannot know whether the supplier’s proposal is correct or complete until after the eRFQ has closed. Therefore, please ensure you review your response carefully prior to submission to ensure it is correct and complete.

#### **2.2.7. Reviewing, Revising or Canceling a Submitted Response**

After the response has been submitted, the supplier may view and/or revise its response by logging into eSource Sourcing Event any time prior to the close date and time of the Sourcing Event via the link and user credentials contained in the supplier’s emailed eSource invitation for this specific eRFQ.

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may access its submitted response via the link and user credentials of its eSource invitation. Select the links listed in the “Response Documents” section of the Sourcing Event in eSource to access all submitted documents. Once the supplier has finished viewing the response, the supplier may simply exit the screen.



2. **REVIEW AND REVISE.** In the event the supplier desires to revise a previously submitted response, the supplier must access its submitted response via the link and user credentials of its eSource invite. The supplier must select the "Upload Completed response documents" button in the "Response Documents" section of the Sourcing Event in eSource. The supplier may upload documents, delete previously submitted response documents, and/or modify the supplier's contact information or comments. The supplier must click the "Update Your Response" button to submit all changes. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the supplier temporarily losing a connection to the Internet.

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

3. **WITHDRAW/CANCEL.** In the event the supplier desires to withdraw/cancel a previously submitted response prior to the close date and time of the Sourcing Event. The supplier must access the Sourcing Event and click on the "Complete Delete of Your Response" button. To finalize the withdrawal the supplier must then click "OK" in response to the following prompt: **"You are about to cancel your eSource bid. Is this what you want to do?"** In the event a supplier desires to withdraw its response after the closing date and time, the supplier must promptly submit a request in writing to the Issuing Officer.

#### **2.2.8. Help Desk Support**

For technical questions related to the use of eSource, 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](mailto:ProcurementHelp@doas.ga.gov).

### **3. General Business Requirements**

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

#### **3.1. Standard Insurance Requirements**

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

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



- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
  - i. Bodily injury by accident - per employee: \$100,000;
  - ii. Bodily injury by disease - per employee: \$100,000;
  - iii. Bodily injury by disease – policy limit: \$100,000.
- 2) Commercial General Liability Policy with the following minimum coverage:
  - i. Each Occurrence Limit: \$1,000,000
  - ii. Personal & Advertising Injury Limit: \$1,000,000
  - iii. General Aggregate Limit: \$2,000,000
  - iv. Products/Completed Ops. Aggregate Limit: \$2,000,000
- 3) Automobile Liability
  - i. Combined Single Limit: \$1,000,000
- 4) Additional Insured:
  - i. The vendor shall add the “State of Georgia, its officers, employees, and agents” as an additional insured under the commercial general and professional liability policies

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

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

### 3.2. Bonds and/or Letter of Credit

Not applicable

### 3.3. Proposal Certification

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

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

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

#### 4. eRFQ Bid Factors

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

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included 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.

##### 4.1. Introduction

All of the items described in this section are service levels and/or terms and conditions that the State Entity 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 otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the State Entity to meet its needs in all respects. Each supplier's response must indicate the brand name and model or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

##### 4.2. Supplier General Information

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

##### 4.3. Mandatory Requirements

As noted in the preceding section, this eRFQ contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the supplier in order for the supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eRFQ document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet
3. Requirements set forth in the Specifications

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed. Information regarding accessing attachments is provided in Section 2.2.2 "eRFQ Review" of this document. Information regarding uploading attachments is provided in Section 2.2.4 "Uploading Forms".

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 in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the supplier's response, except as otherwise provided in Section 6 "Evaluation and Award" of this eRFQ. Please note some requirements may require the supplier to provide product sheets or other technical materials.

## 5. Cost/Pricing

Each supplier is required to submit pricing as part of its response.

### 5.1. General Pricing Rules

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
3. The supplier is required to provide net prices. In the event there is discrepancy between a supplier's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the supplier's pricing as quoted by the supplier in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
5. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFQ or contract; and
6. Any cash discount offered to the State Entity must be clearly identified in the supplier's response. In the event the State Entity is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
7. Unless otherwise specified in any terms and conditions attached to the eRFQ, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
8. Unless expressly permitted by the eRFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response to the State Entity; and
9. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and
10. Unless permitted by the eRFQ, responses requiring payment from the State Entity in less than thirty (30) days will be considered non-responsive; and
11. 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

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

The Sourcing Tool permits the State Entity to structure the Sourcing Event to allow the supplier to enter pricing directly into the line items of the Sourcing Event. However, if there are multiple products/services to be priced or the pricing structure is complex, the State Entity may attach one or more cost worksheets 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). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download the cost worksheet (if any), complete the worksheet and then upload the worksheet by following the instructions in Section 2.2.4 "Uploading Forms" of this eRFQ.

## **6. Evaluation and Award**

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity's contract. The State Entity will announce the results of the eRFQ as described further in Section 6.8 "Public Award Announcement."

### **6.1. Administrative/Preliminary Review**

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

1. Response was submitted by deadline via in accordance with Section 2
2. Response is complete and contains all required documents

### **6.2. Evaluating Bid Factors (Section 4)**

If the supplier's response passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "eRFQ Bid Factors" will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

### **6.3. Evaluating Cost**

The State Entity may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

### **6.4. 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 eight percent (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.

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

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

### **6.6. Selection and Award**

The State Entity reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from suppliers; (d) request resubmissions from all suppliers; and (e) take any other action as permitted by law.

Any contract award resulting from the eRFQ will be made to the lowest, responsive and responsible supplier meeting all specifications and with whom the State Entity has reached agreement on all contract terms and conditions.

#### **6.7. Site Visits and Oral Presentations**

The State Entity reserves the right to conduct site visits, request product/work samples, or to invite suppliers to present their product/service solution to the evaluation team.

#### **6.8. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award (“NOIA”) is not notice of an actual contract award; instead, the NOIA is notice of the State Entity’s expected contract award(s) pending resolution of the formal protest complaint 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 THE STATE ENTITY. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.**

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

### **7. Contract Terms and Conditions**

The contract that the State Entity expects to award as a result of this eRFQ will be based upon the eRFQ, the successful supplier’s final response as accepted by the State Entity 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 the State Entity” shall mean: the response submitted by the awarded supplier, written clarifications, and any other terms deemed necessary by the State Entity, except that no objection or amendment by a supplier to the eRFQ requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the supplier’s objection or amendment in writing.

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

#### **Exception to Contract**

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

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

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

## 8. List of eRFQ Attachments

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

- A. State Entity eRFQ (this document)
- B. Supplier’s General Information Worksheet from Section 4.2 of this eRFQ\*
- C. E-verify Contractor Affidavit (completed, signed, and notarized)\*
- D. Tax Compliance Form (completed)\*
- E. Specifications
- F. Rating Environment
- G. Position Posting- Team Leads
- H. Itemized Price Sheet\*
- I. Acceptance of Additional Terms and Conditions for Federal Contracts and Grants (completed, signed)\*
- J. Signed Entity Standard Contract Form\*

\*Documents must be returned in the system as a part of the response by the supplier. Failure to supply the completed document(s) will deem the supplier as non-responsive.

Within ten (2) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Please see section 3.1 for more details.