State of Georgia
STATEWIDE CONTRACT
DEPARTMENT OF ADMINISTRATIVE SERVICES
Electronic Request for Proposals (eRFP)
Event Name: Administrative Vehicles
eRFP (Event) Number: 99999-001-SPD0000218

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 *et seq.*), this electronic Request for Proposal (eRFP) is being issued to establish multiple statewide contracts with one or more qualified suppliers who will provide current model year vehicles, Certified Pre-Owned, Internal Combustion Engine, Alternatively Fueled, Electric and Hybrid Electric Vehicles.

This eRFP 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.

DOAS has determined through spend analysis encompassing the past five fiscal years (FY19 – FY23) that Authorized Users of the current statewide contracts spent, on average, approximately $25M annually on a combination of sedans, sport utility vehicles, trucks/pick-ups, and vans. This historical spend is based on purchasing activity by Authorized Users across the state associated with seven existing statewide contracts for administrative vehicles. Whereas the State of Georgia observed a restriction in supply in FY21, due to various pandemic-related issues in manufacturing, there was an observable rebound in FY22. This rebound has been sustained in the following Fiscal Year as evidenced by the minimal change to the state's spending patterns.

A breakout of the specific types of vehicles purchased in the most recently completed fiscal year, FY23 (July 1, 2022 thru June 30, 2023), are depicted in the table below:

Spend by Vehicle Class by Fiscal Year (FY19-FY23) - (QSR)						
Vehicle Class	**2019**	**2020**	**2021**	**2022**	**2023**	**Sum of Total Spend**
Sedan	**$2,680,392**	**$4,290,154**	**$2,579,813**	**$1,911,536**	**$394,731**	**$11,856,626**
SUV	**$2,560,718**	**$3,831,082**	**$2,317,634**	**$6,407,049**	**$6,556,610**	**$21,673,093**
Truck/Pick-up	**$14,515,433**	**$25,245,582**	**$5,756,424**	**$15,592,183**	**$17,392,983**	**$78,502,605**
Van	**$3,800,077**	**$3,706,775**	**$2,298,636**	**$2,224,262**	**$1,342,220**	**$13,371,970**
Grand Total	**$23,556,620**	**$37,073,593**	**$12,952,507**	**$26,135,030**	**$25,686,544**	**$125,404,294**

FY23 Sales		
Vehicle Class	**Quantity**	**Spend**
Sedans	**18**	**$394,731**
Sports Utility Vehicles (SUV)	**212**	**$6,556,610**
Trucks/Pick-ups	**463**	**$17,392,983**
Vans	**38**	**$1,342,220**
Totals	**731**	**$25,686,544**

The intent of this contract is to provide Authorized Users an expanded variety of choices for both internal combustion engines, battery electric vehicles, plug-in hybrid vehicles, flexible fuel vehicles, and hybrid electric vehicles. To facilitate this initiative, the State desires to make a variety of each type and class of administrative vehicle currently on the market available for purchase under any resultant contract(s). In addition, Suppliers are requested to make other equipment and accessories, primarily in the form of standard and additional optional features for identified vehicle models, available for purchase under any resultant contract(s).

Although award of this contract does not guarantee any specific volume of sales from Authorized Users, as noted above, Awarded Supplier(s) can expect significant sales volume based on historical spending patterns which are anticipated to be sustainable throughout the term of any resultant contract(s). Additionally, based on the expanded product offerings and other enhancements/additions outlined above, the State expects the historical spend on any resultant contract(s) to increase significantly, in large part due to anticipated growth in sales to local government entities.

As this industry evolves and advances, and manufacturing processes become more efficient, the State reserves the right to add new product subcategories to the statewide contract(s) awarded pursuant to the eRFP that embrace any new products that are consistent with, and do not materially deviate from, the general scope of products set forth in this eRFP provided that the price(s) for such products are determined to be fair and reasonable. Such determination will be at the sole discretion of DOAS.

1.2. eRFP Certification

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

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

1.3. Overview of the eRFP Process

The objective of the eRFP is to select one or more qualified suppliers to provide the goods and/or services outlined in this eRFP to Authorized Users.

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

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

1.4. Schedule of Events

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

Description	Date	Time
Release of eRFP	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.	05/24/24	5:00 p.m. ET
Bidders Conference Location: Microsoft Teams meeting **Join on your computer, mobile app or room device** **Join the meeting now** Meeting ID: 289 405 681 752 Passcode: MnsyWG Download Teams | Join on the web **Or Dial-in by phone (audio only)** +1 470-344-9228,,47663295# United States, Atlanta Phone Conference ID: 476 632 95# Find a local number | Reset PIN Learn More | Meeting options **Or Attend in Person** Bidders'/Offerors' Conference Location: 200 Piedmont Avenue, S.E. Suite 1808, West Tower Atlanta, GA 30334-9010 Attendance is: Optional	05/20/2024	11:00 p.m. ET
Responses to Written Questions	06/07/24	5:00 p.m. ET
Proposals Due/Close Date and Time	06/24/24	5:00 p.m. ET
Proposal Evaluation Completed (on or about)	4 to 6 Weeks after Closing	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	4 to 6 Weeks after Closing	N/A
Negotiations with Identified Suppliers (on or about); discretionary process	6 to 8 Weeks after Closing	TBD
Final Evaluation (on or about)	8 to 10 Weeks after Closing	N/A
Finalize Contract Terms	8 to 10 Weeks after Closing	N/A

Notice of Intent to Award* [NOIA] (on or about)	10 to 12 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	As published on the GPR	See GPR

1.5. Official Issuing Officer (Buyer)

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

Tony Jones
470-240-1938
tony.jones@doas.ga.gov

1.6. Definition of Terms

Please review the following terms:

Alternative Fuel Vehicle (AFV): A vehicle designed to operate on an alternative fuel (e.g., compressed natural gas, methane blend, electricity). The vehicle could be either a dedicated vehicle designed to operate exclusively on alternative fuel or a nondedicated vehicle designed to operate on alternative fuel and/or a traditional fuel.

Authorized Users (AU): All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Bi-fuel Vehicle: A motor vehicle with two separate fuel systems designed to run on an alternative fuel, gasoline, or diesel. The vehicle uses one fuel at a time, not a mixture of the fuels. Bi-fuel vehicles are referred to as 'dual-fuel' vehicles in the Clean Air Act and the EPAct.

Bumper to Bumper Warranty: A bumper-to-bumper, also called a basic wrap-around or a front-to-back warranty, is the most comprehensive warranty available to consumers. It typically covers almost every part of the vehicle. Exclusions include regular wear and tear.

Certified Pre-Owned: A vehicle that undergoes a detailed, dealer certified multi-point inspection and reconditioning process which also includes a manufacturer-backed warranty. (This only applies to vehicles listed in Attachment D, Cost Workbook.)

Dealer Inventory vehicle: A new vehicle on a Dealer’s lot listed in Attachment D: Cost Workbook.

Dealer Invoice: Dealer invoice cost billed to dealer by the manufacturer and does not include any dealer markups (local taxes, advertising, overhead, etc.). Price includes standard equipment only. The dealer invoice price includes a “holdback” amount.

DOAS: the Georgia Department of Administrative Services

Dual-fuel Vehicle: *EPAct Definition*: A vehicle designed to operate on a combination of an alternative fuel and a conventional fuel. This includes a) vehicles using a mixture of gasoline or diesel and an alternative fuel in one fuel tank (e.g., flexible-fueled vehicles); and b) vehicles capable of operating either on an alternative fuel, a conventional fuel or both, simultaneously using two fuel systems (e.g., bi-fuel vehicles).

Electric Vehicle (EV): A vehicle powered by electricity, generally provided by batteries. EVs qualify in the zero-emission vehicle (ZEV) category for emissions.

Flex Fuel: For the purposes of this solicitation, Flex Fuel vehicles are classified with regular fueled vehicles.

Flexible Fuel Vehicle: A vehicle that can operate on alternative fuels (e.g., M85 or E85), Flexible fuel vehicles have a single fuel system to handle alternative and petroleum-based fuels. Flexible fuel vehicle and variable fuel vehicle are synonymous terms.

- 100-percent petroleum-based fuels
- any mixture of an alternative fuel (or fuels) and a petroleum-based fuel

Hybrid-Electric Vehicle (HEV): A vehicle powered by two or more energy sources, one of which is electricity. HEVs may combine the engine and fuel system of a conventional vehicle with the batteries and electric motor of an electric vehicle in a single drive train. Hybrid-Electric Vehicles come in regular Hybrids and Plug-In Hybrids

Made to Order: A business production strategy that typically allows consumers to purchase products that are customized to their specifications. It is a manufacturing process in which the production of an item begins only after a confirmed customer order is received.

Manufacturer's Suggested Retail Price: The price that a product's manufacturer recommends it be sold for at the point of sale.

Miles Per Gallon of Gasoline-Equivalent (MPGe): The unit of measurement for an electric car's energy consumption level to compare with gas-powered vehicles' fuel consumption.

National Automobile Dealer Association (NADA): A guide to evaluate new and used car book values, trade-in values, ratings, specs, and photos. Common automotive industry vernacular interchanges the terms "NADA", "NADA Guides", "NADAguides" and "NADA Guide", referencing the pricing guidebook as "NADA". In 2017, JD Power bought NADA Guides and is now responsible for the data that drives its values.

OEM: Original Equipment Manufacturer

Powertrain Warranty: A powertrain factory warranty covers engine, transmission, and driveline components built and assembled by the auto manufacturer at the manufacturing plant.

Regular Fuel: The primary petroleum-based fuel (gasoline, diesel etc.) the vehicle was originally manufactured to use.

Vehicle: For the purposes of this solicitation, vehicle(s) refer to sedan/hatchbacks, crossover sport utility vehicles (SUV), traditional SUVs, vans, trucks, and electric and alternative fuel vehicles. (refer to Attachment D – Cost Workbook)

Specifications: The specifications for this eRFP will be manufacturers standard Equipment for each vehicle offered.

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

1.7. Contract Term

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

1.8. Small and Diverse Businesses

The State is committed to supporting small and diverse businesses and encourages all qualified companies to participate in the procurement process through prime and subcontractor opportunities. In an effort to assist 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 firm 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/georgia-business-certification-program. Suppliers should consult with their tax advisors to find out how to take advantage of these tax credits.

2. Instructions to Suppliers

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

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

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

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

2.1.2. Restrictions on Communicating with Staff

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

2.1.3. Submitting Questions

All questions concerning this eRFP, including questions posed at the Bidders'/Offerors' conference (if any), must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing

Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP should be submitted in the following format:

Company Name
Question #1 Question, *Citation of relevant section of the eRFP*
Question #2 Question, *Citation of relevant section of the eRFP*

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

2.1.4. Attending Bidders'/Offerors'/ Conference

The Bidders' Conference or any other information session (if indicated in the schedule of events) will be held on Microsoft Teams and at the offices referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. DOAS reserves the right to consider any representative arriving late to be "not in attendance". Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. 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.

2.1.5.1. National Security

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 statewide 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.

2.1.5.2. National Defense Authorization Act: To ensure that any equipment or services procured by Authorized Users adequately protects the security of state data. Effective August 13, 2018, the John McCain National Defense Authorization Act (NDAA), H.R. 5515 (https://www.congress.gov/bill/115th-congress/house-bill/5515/text#toc-H4350A53097BD46409287451A50C4F397), provides that agencies of the federal government are prohibited from procuring equipment or services from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). In addition, federal agencies are prohibited from procuring certain video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any of their subsidiaries or affiliates) and any other prohibited goods, technology or services or other companies that may be added to a prohibited list. Products and services provided under this Contract may not be derived or associated with the aforementioned prohibited companies.

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

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

2.1.6. Failing to Comply with Submission Instructions

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

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

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

a. Failure of a supplier to furnish the required information concerning the number of the supplier's employees or failure to make a representation concerning its size.
b. Failure of a supplier to furnish cut sheets or product literature.
c. Failure of a supplier to furnish financial statements.
d. Failure of a supplier to furnish references.
e. 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.
f. 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.
g. Failure of a supplier to provide cost information that is a de minimis or immaterial amount.

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

DOAS reserves the right to amend this eRFP prior to the end date and time. Any time a change is made to the eRFP, the eRFP will be temporarily "un-posted" from the Team Georgia Marketplace™

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

2.1.9. Protest Process

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

2.1.10. Costs for Preparing Proposals

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

2.1.11. ADA Guidelines

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

2.1.12. Public Access to Procurement Records

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

2.1.12.1. Marking Submissions as "Confidential", "Proprietary", or "Trade Secret"

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

2.1.12.2. Submission of Redacted Copies

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

2.1.12.3. Trade Secret

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

2.1.13. Registered Lobbyists

By submitting a response to this eRFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the lobbyist registration requirements in accordance with the *Georgia Procurement Manual* and state law.

2.1.14. 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 in accordance with the *Georgia Procurement Manual*, Section 6.6. The purpose of a supplier debriefing is to share information about the evaluation and award process. Unsuccessful suppliers can benefit from supplier debriefings by enhancing their understanding of the procurement process and gaining insights to improve the competitiveness of their responses to future solicitations. The supplier debriefing is not an adversarial proceeding and may not be used to challenge DOAS's selection. For more information, including the process and deadline for requesting a supplier debriefing, please review the *Georgia Procurement Manual*, Section 6.6.

2.2. Submittal Instructions

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Suppliers are <u>required to access and utilize the training materials identified in Section 2.1.1 "Team Georgia Marketplace™" of this eRFP to ensure the supplier successfully submits a response to this eRFP.</u>

2.2.1. eRFP Released

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

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

2.2.2. eRFP Review

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

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

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

2. <u>Second</u>, documents may also be provided at the "line detail" level of the Sourcing Event. Please navigate to "Step 2: Enter Line Bid Responses", which appears towards the bottom of the screen of the Sourcing Event. Please access any provided documents as follows:
    a. First Method:
        i. To the right of each line appearing under Step 2, the Sourcing Event contains a "Bid" link. By selecting the "Bid" link, the supplier will navigate to a new page of the Sourcing Event.
        ii. On this new page, the supplier can select "View/Add Question Comments and Attachments" to locate attached documents.
    b. Second Method:
        i. To the right of each line appearing under Step 2, the Sourcing Event contains a "Line Comments/Files" icon (appears as a bubble with text). By selecting the "Line Comments/Files" icon, the supplier will navigate to a new page of the Event.
        ii. On this new page, the supplier can locate attached documents.

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

2.2.3. Preparing a Response

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

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

2.2.4. Uploading Forms

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

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

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

2.2.5. Reviewing the Response Prior to Submission

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

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

2.2.6. Submitting the Completed Response/Bid

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

Please note that submission is not instantaneous and may be impacted by unpredictable factors such as a supplier temporarily losing a connection to the Internet or increased system traffic; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline**. Please be aware that submission of multiple attachments may involve a substantial amount of time. Each supplier is strongly encouraged to save attachments as they are uploaded and to submit its response/bid at least eight hours prior to close of a solicitation in order to allow ample time for appropriate technical support should the need arise. Each supplier is responsible in all respects for timely delivery of its response and completeness in Team Georgia Marketplace™.

2.2.7. Reviewing, Revising or Canceling a Submitted Response

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

1. <u>REVIEW ONLY</u>. In the event the supplier only wishes to view a submitted response, the supplier may select "View/Edit" and confirm "OK" when the warning appears. The warning will instruct the supplier "WARNING: If you View/Edit your bid response, you must re-submit your bid". Once the supplier has finished viewing the response, the supplier must click on "Submit Bid" and may simply exit the screen. DO NOT SELECT "Save for Later." Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects "Submit Bid" prior to the closing date and time, no response will be transmitted through the system.

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

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

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

2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000,
Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day state offices

are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: ProcurementHelp@doas.ga.gov.

3. General Business Requirements

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

Suppliers responding to this eRFP and currently holding one or more statewide contracts 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.

The following forms/certifications are required with the Supplier's submitted proposal:

a. Tax Compliance Form (Attachment H)
b. Certificate of Non-Collusion (Attachment I)
c. Department of Audits Immigration Form (e-Verify) (Attachment J)
d. Manufacturer's Certificate (Attachment K)

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

Statewide sales by customer, including the following: Transaction ID, Vin Number, Manufacturer, Vehicle Make, Vehicle Model Number, Made-to-Order, Dealer Inventory, Certified Pre-Owned, Quantity Ordered, Unit of Measure, Contract Unit Price, Total Contract Price, Customer Name, Payment Date, Date Ordered, Date Delivered, Customer Address, Customer City, Customer State, and Customer Zip-Code. At the end of each state fiscal quarter, Supplier shall prepare the Quarterly Sales Report, at Attachment G, and submit the file through the Supplier Portal of Team Georgia Marketplace within 20 calendar days of the end of the State's fiscal quarter as specified in Section 3.6 Administrative Fee and Sales Reporting Submission.

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.

3.1.3. Contract Status Reports

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

3.1.4. Subcontractor Reports

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

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

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

3.2. Statewide Marketing Plan

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

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

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

3.3. Business Review Meetings

If selected for award, the supplier must be prepared to participate in 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. Virtual Catalog

3.4.1. Team Georgia Marketplace™ Virtual Catalog

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

3.4.2. 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. At a minimum, the supplier agrees to the following:

1. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days of such request either (1) a hosted catalog or (2) punch-out catalog or a combination of both. Supplier will cooperate with DOAS and Jaggaer to create a schedule to enable the integration of the supplier's statewide contract offering into the Virtual Catalog within a reasonable time period as determined by DOAS.

2. If requested by DOAS, supplier will join the Jaggaer Supplier Network (JSN) and will have the option of using 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. 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 .

3.4.3. 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 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).**

1. 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.

2. 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.

3.4.4. Additional Catalog Requirements

1. Minimum Requirements: Whether the supplier is providing a Hosted Catalog or a Punch Out Catalog, the supplier agrees to meet the following requirements:
   a. Catalog must contain the most current pricing* and/or discounts, as well as the most up-to-date product/service offering the supplier is authorized to provide in accordance with the statewide contract; and
   b. The accuracy of the catalog must be maintained by supplier throughout the duration of the statewide contract between the supplier and DOAS; and
   c. The Catalog must include a State-specific contract identification number; and
   d. The catalog must include detailed product line item descriptions; and
   e. The catalog must include pictures or diagrams when possible;** and

f. The catalog must include DOAS accepted Unit of Measure; and
g. The catalog must include any additional DOAS content requirements.***

2. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
   a. Updated pricing files are required by the 1st of the month and will go into effect in the Virtual Catalog on the 1st day of the following month (i.e. file received on 1/01/24 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).
   b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the supplier's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
   c. Supplier will be required to honor pricing, for an agreed upon time, on orders that are considered to be "in-flight" at the time the price change goes into effect.

3. Ordering: Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDIINT.
   a. 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.
   b. For Purchase Orders received via email, the supplier must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.
   c. The supplier is required to provide positive confirmation via phone or email within 24 hours of the supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the supplier must provide positive confirmation via phone or email on the next business day.

4. Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any supplier's offering from the Virtual Catalog.

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

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

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

        - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
    - As products change, updated image files must be submitted to update the Virtual Catalog.
    - Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
        - 30 pixels (H) x 70 pixels (W)
        - 50 pixels (H) x 115 pixels (W)
        - 300 pixels (H) x 200 pixels (W)

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

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

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

The Board of Regents of the University System of Georgia and select colleges currently maintain separate instances of certain statewide contracts through Jaggaer. In the event the 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 ePayable/Purchasing Card Program

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

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. DOAS has entered into a contract with its PCard provider, Bank of America, to provide the ePayables 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 PCard, ePayables and any other method identified by DOAS and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract.

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

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

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

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

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

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.

- **For EFT payments (preferred method):** the following is the account information Contractor will need to reference in order to submit payments to DOAS electronically:
  - Bank Name: J.P. Morgan Chase, N.A. // Routing Number – 044000037 // Account Number – 510933638
- **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
- **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

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.

Contractors doing work under multiple agreements are prohibited from sending in a single consolidated report encompassing multiple SWCs. 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.

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

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

c. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Supplier shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

d. Late Payment Fee. In the event DOAS does not receive the Supplier's payment of the Fees on or before the Supplier's Payment Due Date, the parties agree the Supplier must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

(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.

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

3.7. Standard Insurance Requirements

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

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

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

Bodily injury by accident - each employee	\$100,000;
Bodily injury by disease - each employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.

2) Commercial General Liability Policy with the following minimum coverage:

Policy shall include bodily, property damage and broad form contractual liability coverage.

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

3) Automobile Liability

Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract

Combined Single Limit	\$1,000,000
Umbrella Liability	\$2,000,000

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

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

3.8. Bonds and/or Letter of Credit

No bonds and/or letter or credit are required with this solicitation.

3.9. Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the supplier guarantees and certifies that supplier's proposed solution, including but not limited to all goods, services, and technology proposed by supplier, meets or exceeds all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's proposal; and

3. That the technical and cost proposals submitted by the supplier shall be valid and held open for a period of **one hundred and twenty days (120)** from the final solicitation closing date and that the proposals may be held open for a lengthier period of time subject to the supplier's consent; and
4. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

3.10. Supplier Compliance

Suppliers responding to this eRFP 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. eRFP Proposal Elements

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

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

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

4.1. Technical Proposal Introduction

All of the items described in this section are service levels, requirements and/or terms and conditions that the State expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

4.2. Supplier General Information

Each supplier must complete all of the requested information in the Sourcing Event, which may include contact information, Corporate composition and demographics, and scrutinized company status.

4.3. Mandatory Requirements

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

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

4.4. Mandatory Scored Response

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

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

4.5. Additional Scored Responses

All items labeled **Additional Scored Response Worksheet** represent information that is requested by DOAS. Suppliers are encouraged to provide a thorough narrative description in the space provided. However, Suppliers ae not required to provide “Additional Scored Responses” as these would be “value added products and/or services”. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 “Proposal Evaluation, Negotiations and Award.”

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

4.6. Additional Information

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

5. Cost Proposal

5.1. Cost/Pricing

Each supplier is required to submit cost/pricing in the Cost Workbook (Attachment D) for each line item within the categories/subcategories in which the supplier intends to compete: Category 1 (Sedans/Hatchbacks), Category 2 (Crossover SUV), Category 3 (Traditional SUV), Category 4 (Vans), Category 5 (Trucks), and Category 6 (Battery Electric Vehicles and Alternative Fuel Vehicles). These specific vehicle line items within each category/subcategory were identified based on the types of vehicles purchased from the existing Statewide contract, contracts from other Authorized Users, and anticipated needs of the State of Georgia.

5.1.1. Additional Cost Workbook Instructions

The Cost Workbook (Attachment D) contains an Instructions tab, Regional Delivery Price tab, Category 1 (Sedans/Hatchbacks) tab, Category 2 (Crossover SUV) tab, Category 3 (Traditional SUV) tab, Category 4 (Vans) tab, Category 5 (Trucks) tab, and Category 6 (Battery Electric Vehicles and Alternative Fuel Vehicles) tab:

- The Instructions tab (Tab 1) provides a step-by-step guide for completing the cost worksheet.

- The Regional Delivery Price tab (Tab 2) provides regional delivery pricing for twelve (12) distinct regions throughout the State of Georgia. The 12-region map can be found on Tab 2 and Attachment O.
- The Cost Workbook tabs (Tab 3 – Tab 8) contain individual line items within each category broken into subcategories, manufacturer, line item number, and model name as provided fields. The following elements will require a response from the supplier: Question 1 (one), Question 2 (two), Fuel Type (for all categories besides C.6), City MPG/MPGe, Highway MPG/MPGe, Percent off MSRP for Vehicle, Percent off MSRP for Options under the Made-to-Order pricing element. Tab 4 (Category 2 – Crossover SUV) and Tab 5 (Category 3 – Traditional SUV) do not have a subcategory type. Tab 8 (Category 6 – Battery Electric Vehicles and Alternative Fuel Vehicles) contains subcategories at the powertrain and fuel type level (HEV, PHEV, BEV, etc.), as well as an additional column indicating if the 2024 Model of each line item is EPAct Compliant based off the most recent information from the United States Department of Energy's Alternative Fuels Data Center. The Cost Workbook tabs (Tab 3 – Tab 8) are as follows:
  - Tab 3 - Category 1 (Sedans/Hatchbacks) tab
  - Tab 4 - Category 2 (Crossover SUV) tab
  - Tab 5 - Category 3 (Traditional SUV) tab
  - Tab 6 - Category 4 (Vans) tab
  - Tab 7 - Category 5 (Trucks) tab
  - Tab 8 - Category 6 (Battery Electric Vehicles and Alternative Fuel Vehicles) tab.

To be considered for the award, Bidder(s) will be required to enter a percent off (or at) MSRP for Vehicles and Percent off (or at) MSRP for Options under - the Made-to-Order pricing element. Bidders must answer Questions 1 and 2 which are found on top of each worksheet for each category. Question 1 is as follows: Do you agree to sell new vehicles purchased from Dealer Inventory below MSRP or at MSRP? Question 2 is as follows: Do you agree to sell Certified Pre-Owned Vehicles below National Automobile Dealer Association (NADA) value or at NADA value? The bidder must submit a "Yes" or "No" response to questions 1 and 2. A "Yes" answer is highly encouraged, but not required.

Questions 1 & 2 must be answered, if "No" is selected, no additional points will be assigned at the line item level. Under the Additional Scored Inquiry Status Bar, the cell will change color based on the completion of the two questions and if a percentage was entered for the line item. If a "Yes" is selected, the color will change to Green. If a "No" is selected, the color will change to Orange. If the question is left unanswered, the color will be Red.

The price elements shall be provided in the following columns, line item, by tab (category):

	Pricing Elements	
	Made-to-Order	
Tab Number	Percent off MSRP for Vehicle	Percent off MSRP for Options
	Enter Pricing in Column Letter	
Tab 3 - Category 1 (Subcategories Sedans/Hatchbacks) tab	J	K
Tab 4 - Category 2 (Crossover SUV) tab	I	J
Tab 5 - Category 3 (Traditional SUV) tab	I	J
Tab 6 - Category 4 (Vans) tab	J	K
Tab 7 - Category 5 (Trucks) tab	J	K

Tab 8 - Category 6 (Battery Electric Vehicles and Alternative Fuel Vehicles) tab	**K**	**L**

To be eligible for an award for a specific line item, supplier(s) must enter the following pricing elements: (1) Percent off (or at) MSRP for Vehicle and (2) Percent off (or at) MSRP for Options, in each category(s)/subcategory(s) they wish to be considered for award.

Supplier shall enter the percentages off (or at) MSRP for Vehicle/Options in the pricing tabs to the nearest tenth of a whole percent (one decimal point). Any percentage provided at a decimal point after the nearest tenth to a whole percent is assumed to be rounded to the nearest tenth of a percent.

Percentages off (or at) (MSRP for Vehicle/Options) are fixed for the life of the contract as a floor. These percentages off (or at) (MSRP for Vehicle/Options) are to be applied to subsequent model years of the same manufacturer and model name. Suppliers are allowed to provide Authorized Users of this Statewide Contract percentage discounts off (or at) (MSRP for Vehicle/Options) that exceed the floor percentage discount off.

For example, a supplier who is awarded at a 10% off MSRP for Vehicle on a Made-to-Order line item may choose to provide an Authorized User a 11% of MSRP for Vehicle; however, the supplier cannot provide a percentage off lower than the percentage bid.

Additionally, another instance that illustrates this point is, a supplier who is awarded at 5% off MSRP for Options on a vehicle listed may choose to provide an Authorized User a 6% off MSRP for Options; but cannot provide a percentage off lower than the percentage bid.

5.2. 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 statewide contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. The percentages quoted and listed in the response shall be firm throughout the term of the resulting statewide contract, unless otherwise noted in the eRFP or statewide contract; and
4. 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
5. Unless expressly permitted by the eRFP, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response; and
6. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFP; and
7. Unless permitted by the eRFP, responses requiring payment from the Authorized User in less than thirty (30) days will be considered non-responsive; and
8. The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.

5.3. Cost Structure and Additional Instructions

DOAS' 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 each supplier's cost to be structured as directed in the eRFP. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the eRFP instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's response.

Team Georgia Marketplace™ permits DOAS to structure the Sourcing Event to allow the supplier to enter pricing directly into the "Cost Worksheets" within the Cost Workbook, DOAS has attached one "Cost Workbook" (Attachment D), as described in paragraph 5.0 above, for the supplier to download, complete, and then upload as part of the supplier's response. Download the Cost Workbook, complete the Cost Worksheet line for each vehicle being proposed, and then upload the workbook by following the instructions in Section 2.2.4 "Uploading Forms" of this eRFP. Enter all information directly into the Cost Worksheet(s).

The primary cost structure for this eRFP is based on the following price elements:

- Average Delivery Cost
- Made-to-Order
    - Percent off (or at) MSRP for Vehicle
    - Percent off (or at) MSRP for Options
- Additional points will be given to those who answer Question 1 and Question 2 with a "Yes".

The pricing elements that are components of the Made-to-Order Weighted Evaluation Percent off (or at) MSRP are considerably higher than the pricing elements that make up Average Delivery Cost, as well as the responses for Question 1 and Question 2. It shall be noted that the maximum scored points for Average Delivery Cost, Question 1, and Question 2 are the same. The State intends to receive competitive responses for all pricing elements; however, the primary scoring will be with the Made-to-Order Weighted Evaluation Percent off (or at) MSRP.

5.4. Price Escalations/De-escalation and Product Offering

Price increase (Made-to-Order) Vehicles **ONLY**: The new Model Year's Manufacturer's Suggested Retail Price (MSRP) will serve as the price increase upon renewal. Should the Manufacturer change the MSRP during the new Model year, the Supplier will provide DOAS with a letter from the Manufacturer showing the new price and the reason for the change.

Product Offering

Following contract award and subject to DOAS' approval, new or different vehicles may be offered by the awarded supplier(s) provided such vehicles comply with all requirements of the statewide contract.

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

6.1. Administrative/Preliminary Review

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

1. Proposal was submitted by deadline in accordance with Section 2
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. Evaluating Proposal Factors (Section 4)

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

6.2.1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each supplier's response in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a supplier's response fails to meet a mandatory and/or mandatory scored eRFP requirement, DOAS will determine if the deviation is material. A material deviation will be cause for rejection of the supplier's response. An immaterial deviation 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."

6.2.2. Review of Additional Scored Information Questions

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

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

6.3. Evaluating Cost Proposal and Total Combined Score

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

6.3.1. Cost Scoring

DOAS may utilize highest "Final Proposal Score(s)", total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The supplier deemed to have the most competitive cost proposal overall, as determined by DOAS, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, DOAS may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

6.3.2. Regional Delivery Evaluation

In this portion of the Cost Evaluation, there are points available for the Regional Delivery Category. The proposed "lowest average delivery cost" for 12 delivery regions will be compared against the other Offerors "average delivery cost" for the Category.

6.3.3. Discount Percentage (%) Off Evaluations

In this portion of the Cost Evaluation, there are 600 points available for all cost elements within each Line-Item.

Supplier must offer a Percentage off (or at) MSRP for the "Made-to-Order" cost element within each line item to be considered for award. The proposer must enter a percentage off (or at) MSRP for both Vehicle and a percentage off (or at) for Options for each. The proposer's percentages for both elements (% off for (or at) Vehicles and % off (or at) for Options) will be weighted (with a weighting that greatly emphasizes the % off MSRP for Vehicle over the % off MSRP for Options) and compared against other proposers for the same line item for award consideration. The Weighted Evaluation Percent off (or at) MSRP is not shown, in the cost workbook. A response of 0% (which would be calculated to be at MSRP price) is an acceptable response value

6.3.4. Total Cost Score: Regional Deliver + Made to Order Vehicle/Options + Questions 1 and 2

The supplier(s) pricing will be assessed as part of a weighted score. The weighted score will be a sum of points allocated from an assessment of the average delivery cost across all twelve (12) regions and the pricing element of the weighted score from the respective supplier proposed discount percentages of the Made to Order cost element. A "Yes" response to questions 1 and 2 will result in an allocation of points for each question respectively. A "No" response to questions 1 and 2 will result in no allocation of points for each question respectively.

The pricing elements that are components of the Made-to-Order Weighted Evaluation Percent off (or at) MSRP are considerably higher than the pricing elements that make up Average Delivery Cost, as well as the responses for Question 1 and Question 2. It shall be noted that the maximum scored points for Average Delivery Cost, Question 1, and Question 2 are the same. The State intends to receive competitive responses for all pricing elements; however, the primary scoring will be with the Made-to-Order Weighted Evaluation Percent off (or at) MSRP.

6.3.5 Total Score

The supplier's cost score will be combined with the supplier's technical score to determine the supplier's overall score (or "total combined score").

6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	400 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Scored Criteria	600 points
Total	N/A	1,000 points

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

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

6.6. Negotiations of Proposals and/or Cost Factors

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

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

6.6.1. Overview of Negotiations

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

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

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

6.6.2. Negotiation Instructions

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

1. **Negotiation Invitation**: Those suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.

2. **Confirmation of Attendance**: Suppliers who have been invited to participate in negotiations must confirm attendance.

3. **Negotiations Round(s)**: One or more rounds of negotiations may be conducted with those suppliers identified by the State's Evaluation Team.

6.6.3. Competitive Range

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

6.6.4. Negotiation Round Completion

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

6.7. Selection and Award

DOAS expects to make multiple awards to the highest scoring suppliers at each Line-Item/Cost Element, within each category/subcategory (1) to all responsive and responsible suppliers, (2) based on the competitive range or (3) a minimum of the top three highest scoring suppliers per Line-Item/Cost Element and need as determined by DOAS. Awards will be issued to suppliers with whom DOAS has reached agreement on all contract terms and conditions. Following contract award, DOAS reserves the right to negotiate with awarded suppliers under the resulting statewide contract to expand the number of awarded suppliers for one or more Line-Item/Cost Elements items based on the State's need and to address limitations in vehicle availability, market conditions, and other considerations as determined by DOAS.

6.8. Site Visits and Oral Presentations

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

6.9. Public Award Announcement

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

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

7. Contract Terms and Conditions

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

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

Exception to Contract

By submitting a response, each supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in in the submitted proposal. If the supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the statewide contract must be redlined with comments explaining the rationale for the proposed revision, uploaded and submitted as part of the supplier's response, and should be provided as a red-line markup of the posted contract with inserted comments specifying the need for the changes. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP. Proposed exceptions should be in compliance with Georgia law. For further information regarding contracting with entities subject to DOAS purview, please see SPD-SP060 "Contracting with State Entities" provided as an attachment to this solicitation and located at 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 into discussions with DOAS to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier. DOAS reserves the right to proceed to discussions with the next best ranked supplier.

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

8. List of eRFP Attachments

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

A. Statewide eRFP (this document)
B. Mandatory Response Worksheet (Reference Section 4)
C. Mandatory Scored Response Worksheet (Reference Section 4)
D. Cost Workbook (Reference Section 5)
E. Program Requirements Document
F. Statewide Contract Terms and Conditions for Goods (Reference Section 7)
G. Quarterly Sales Report Template (Reference Section 3.5)
H. Tax Compliance Form
I. Certificate of Non-Collusion
J. Department of Audits Immigration and Security Form
K. Manufacturer Certificate (One for each Manufacturer)
L. SPD-SP060 Contracting with State Entities
M. SPD-SP044 Trade Secret Affidavit
N. Data Security Confidentiality and Ownership Terms
O. Twelve (12) Region Sourcing Map
P. Contract Status Monthly Reporting Template
Q. Things to Remember When Responding to Bids
R. NIGP Codes