



State of Georgia

State Entity Standard Contract

Attachment 1 – Contract Terms and Conditions

**State of Georgia  
State Entity Standard Contract Form**

Solicitation Title <b>Reagent Rental Agreement for Drug Testing</b>	Solicitation Number <b>47100-GBI0000165</b>	Contract Number <b>47100-650-GBI0000165-0002</b>
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1. This Contract is entered into between the State Entity and the Contractor named below:

State Entity's Name  
**Criminal Justice Coordinating Council** (hereafter called State Entity)

Contractor's Name  
**SIEMENS HEALTHCARE DIAGNOSTICS INC** (hereafter called Contractor)

2. Contract to Begin: <b>11/1/2022</b>	Date of Completion: <b>6/30/2027</b>	Renewals: <b>4</b>
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3. Performance Bond, if any: <b>N/A</b>	Other Bonds, if any: <b>N/A</b>
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4. Maximum Amount of this Contract: <b>Contingent upon funding.</b>	Total Financial Obligation of the State Entity for the First Fiscal Year: <b>Contingent upon funding.</b>	Total Financial Obligation of the State Entity for each Renewal Period if Renewed: <b>Contingent upon funding.</b>
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5. Authorized Person to Receive Contract Notices for State Entity:  
**Taylor Jones, Executive Director  
244 Washington Street, SW Ste 300  
Atlanta, GA 30334**

Authorized Person to Receive Contract Notices for Contractor:

6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1 – <b>State Entity Contract Terms and Conditions for Equipment Rental or Lease</b>
Attachment 2 – <b>Solicitation (referenced above)</b>
Attachment 3 – <b>Contractor's Final Response</b>

**IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.**

7. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)  
**Siemens Healthcare Diagnostics, Inc.**

By (Authorized Signature) <b>Justice Anthony</b> <small>Digitally signed by Justice Anthony Date: 2023.02.08 14:55:07 -05'00'</small>	Date Signed <b>2/8/2023</b>
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Printed Name and Title of Person Signing  
**Anthony Justice, SVP, Head of Laboratory Diagnostics Sales USA**

Address  
**511 Benedict Avenue, Tarrytown, NY 10591**

8. **State Entity**

State Entity Name  
**Council of Accountability Court Judges**

By (Authorized Signature) <b>Taylor Jones</b>	Date Signed <b>2/9/23</b>
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Printed Name and Title of Person Signing  
**Taylor Jones, Executive Director**

Address  
**244 Washington Street SW, Suite 300 Atlanta, GA 30334**

**STATE OF GEORGIA**  
**AGENCY STANDARD CONTRACT**  
**Attachment 1**  
**Contract Terms and Conditions for Equipment Rental or Lease**

**A. DEFINITIONS AND GENERAL INFORMATION**

1. **Definitions.** The following words shall be defined as set forth below:

- (i) **"Contractor"** means the provider of the rented or leased equipment and the identified ancillary services under the Contract.
- (ii) **"Purchase Instrument"** means the documentation issued by the State Entity to the Contractor as payment for the rented or leased equipment and any ancillary services in accordance with the terms and conditions of the Contract. It may include an identification of the equipment and services, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State Entity.
- (iii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.
- (iv) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form that was issued to solicit the equipment and services that are subject to the Contract.
- (v) **"State"** means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.
- (vi) **"State Entity"** means the State of Georgia entity identified in the State Entity Standard Contract Form to contract with the Contractor for the equipment rental or lease and the ancillary services identified in the Contract.
- (vii) **"State Entity Standard Contract" or "Contract"** means the agreement between the State Entity and the Contractor as defined by the State Entity Standard Contract Form and its incorporated documents.
- (viii) **"State Entity Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for the equipment and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Standard Contract Form is defined separately and referred to separately throughout the State Entity Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Standard Contract Form.

2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
3. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the payments made pursuant to the Contract and shall submit a quarterly written report to the State Entity.

## B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between the State Entity and the Contractor shall begin and end on the dates specified in the State Entity Standard Contract Form, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The State Entity shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in the State Entity Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.
3. **Contract Extension.** In the event that this State Entity Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified equipment and ancillary services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to permit the State's continued use of the rented or leased equipment and receipt of ancillary services.

## C. DESCRIPTION OF EQUIPMENT AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all equipment, services, and other deliverables required in the RFX that comply with the specifications contained in the RFX and the terms of the Contract, plus those equipment, services and deliverables as may additionally be described in the Response. Any equipment rented or leased hereunder shall be new equipment unless provided otherwise in the RFX.
2. **Product Shipment and Delivery.** All equipment and any other products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the State Entity, regardless of when the hidden damage is discovered.
3. **Equipment Title.** Unless provided otherwise in the RFX, the equipment is and shall at all times remain the sole property of the Contractor. The State Entity shall not acquire any title to the equipment except as set forth in the RFX.
4. **Care, Use and Maintenance.** State Entity shall protect the equipment from deterioration, other than normal wear and tear, and will not use the equipment for any purpose other than

that for which it was designed. Contractor shall maintain the equipment in good working order and will make all necessary adjustments and repairs. The Contractor shall have full and free access to the equipment for the purpose of maintenance and repairs during the State Entity's normal business hours and subject to the State Entity's operational guidelines, including security regulations. The charge for such maintenance is included in the Response and any final pricing documents as incorporated into the State Entity Standard Contract Form.

5. **Equipment Return.** Unless provided otherwise in the RFX, upon termination of the Contract, Contractor must enter the premises of the State Entity and remove the equipment. Contractor should arrange and confirm a removal time with State Entity during the State Entity's normal business hours and subject to the State Entity's operational guidelines, including security regulations. Contractor agrees that the cost of removal is included in the Contractor's response or other final pricing documentation as incorporated into the State Entity Standard Contract Form.
6. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide equipment and services similar to the equipment and services described in the Contract during the term of the Contract.
7. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or any minimum time period for rental or lease of the equipment.

#### D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the rental or lease of its equipment and services provided pursuant to the State Entity Standard Contract in accordance with the RFX and final pricing documents as incorporated into the State Entity Standard Contract Form. Unless clearly stated otherwise in the State Entity Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the rental or lease of equipment and services supplied to the State Entity under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The State Entity shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State Entity for any equipment or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the State Entity in good faith determines that the Contractor has failed to perform or deliver any service or equipment or failed to maintain or repair the equipment as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service is performed or such equipment is delivered, maintained or repaired. In this event, the State Entity may withhold that portion of the Contractor's compensation which represents payment for services not performed or equipment not delivered or properly maintained and repaired. To the extent that the Contractor's failure to provide services or deliver equipment in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from

any amounts payable to Contractor. The State Entity's authority to deduct such incurred costs shall not in any way affect the State Entity's authority to terminate the Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State Entity and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed to the State Entity and/or the State against any sum owed by the State Entity and/or the State to the Contractor in the State Entity's sole discretion.

## E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
  - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the equipment, goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
  - (ii) The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
  - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the State Entity to declare the Contractor in default of its obligations under the Contract:
  - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
  - (ii) The State Entity determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
  - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
  - (vi) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or
  - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the State Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State Entity's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State Entity may:
- (i) Immediately terminate the Contract without additional written notice; and/or
  - (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
  - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the State Entity may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the State Entity up to and including the date of termination.
5. **Termination Due to Change in Law.** The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or
  - (ii) The State Entity's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the State Entity, the State Entity shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the State Entity is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Contract in the event of termination. The State Entity shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;
- (ii) Immediately cease using and return to the State Entity, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;
- (iii) Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with the State Entity, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the State Entity any payments made by the State Entity for goods and services that were not delivered or rendered by the Contractor.

## F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
  - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
  - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
  - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
  - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.



3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

## G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
  - (i) Any breach of the Contract;
  - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
  - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Contract;
  - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Contract;
  - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
  - (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
  - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
  - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
  - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its

insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the goods constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the goods is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State Entity the right to continue using the goods;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the goods;
- (ii) Use of the goods in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the goods in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

## H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

## I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the State Entity Standard Contract Form.

## J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the State Entity shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other

entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the State Entity.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the State Entity will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the State Entity as specified in the RFX. All persons assigned to perform services under this Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

#### **K. PRODUCT RECALL**

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State Entity from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State Entity shall agree to the performance of such repairs by the State Entity upon mutually acceptable terms.

#### **L. CONTRACT ADMINISTRATION**

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
  - (i) First, by giving preference to the specific provisions of the State Entity Standard Contract Terms and Conditions.
  - (ii) Second, by giving preference to the specific provisions of the RFX.
  - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the State Entity in writing shall not be included in this Contract and shall be given no weight or consideration.
  
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the State Entity cannot be implied from the Contractor's Response.
  
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. If the value of this Contract is \$100,000 or more and Contractor is a company that employs more than five persons, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
  
4. **Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
  - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
  - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
  - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

**5. Drug-free Workplace.** The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
  - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
6. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of all the parties.
7. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State Entity, the State, and the Contractor.
8. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the parties, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the other party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either party may elect to submit the matter for mediation. Either party may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to State Entity shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.
11. **Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.
14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be



jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the State Entity and the Contractor for the goods and services provided in connection with the Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:
  - (i) At the time it is actually received; or,
  - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
  - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
19. **Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

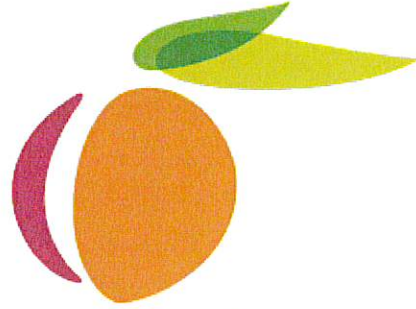
- 21. Authorization.** The persons signing this Contract represent and warrant to the other parties that:
- (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
  - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 23. Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the 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. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State Entity, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 24. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
- 29. Taxes.** The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State Entity is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Contract, which verification is incorporated herein by reference.
- 30. Certification Regarding Sales and Use Tax.** By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.
- 31. Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
- 32. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Contract, Contractor's liability to the State for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.
- No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.
- 33. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 34. Counterparts.** The parties agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**35. Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

**36. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.



Georgia™

State of Georgia

State Entity Standard Contract

Attachment 2 – Solicitation



## State of Georgia

State Entity: Georgia Bureau of Investigations on behalf of the Criminal Justice Coordinating Council

Electronic Request for Proposals ("eRFP")

Event Name: Reagent Rental Agreement for Drug Testing Instruments and Supplies

eRFP (Event) Number: 47100-GBI0000165

### 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 Proposals ("eRFP") is being issued to establish a contract with a qualified supplier who will provide Reagent Rental Agreement for Drug Testing Instruments and Supplies to the Criminal Justice Coordinating Council (hereinafter, "the State Entity") as further described in this eRFP. The solicitation intends to result in established contracts for an "all inclusive" fixed monthly lease price (based on volume) with drugs of abuse testing instrument manufacturers and/or resellers (ex. Abbott, Beckmann Coulter, Siemens, ThermoFisher, and Almere, etc.)

The Georgia Bureau of Investigations requires access to a full suite of laboratory equipment and testing reagents to support the operation of the Accountability Court programs. Any contract award that culminates from the competitive bidding process may include delivery locations throughout the State. CACJ expects to receive a lease arrangement where the cost per test account for the installation (a removal of old equipment), training staff, and consumables.

To be eligible to submit a response to this eRFP, the supplier must have at least five (5) years of experience manufacturing drug testing laboratory testing equipment and laboratory services to include training and software integrated with a third party supplier's case management system. ALL fees associated with this contract including lease of equipment, equipment and test kit delivery, equipment installation (and removal at the end of the contract period), materials, labor, integration, training, travel etc. must be included in the unit prices. This does not include any software integration or configuration to allow results to be entered into the State's case management systems. Quantities are approximate and will be ordered on an "as needed" basis but are not guaranteed. The CACJ makes no commitments or guarantees as to the quantity of the testing or laboratory tests that may be required. Instruments, products, and services established as a result of this request for proposal shall be used on an as needed, if needed basis.

#### 1.2. eRFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the State Entity 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, competitive sealed proposals will be submitted in response to this eRFP. This eRFP is being sourced through an electronic sourcing tool approved by the Department of Administrative Services ("DOAS") and all suppliers' responses must be submitted electronically in accordance with the instructions contained in Section 2 "Instructions to Suppliers" of this eRFP. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

#### 1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified supplier to provide the goods and/or services outlined in this eRFP to the State Entity. This eRFP process will be conducted to gather and evaluate responses from

suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers' 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 the State Entity will make a single award; however, please refer to Section 6.7 "Selection and Award" of this eRFP for information concerning the State Entity's actual award strategy (single, multiple, split awards, etc).

**1.4. Schedule of Events**

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

Description	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.	April 7 <sup>th</sup> , 2022	5:00 p.m. ET
Responses to Written Questions	April 14 <sup>th</sup> , 2022	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on the GPR	1:00 p.m. ET
Proposal Evaluation Completed (on or about)	2 to 3 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	4 to 5 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

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

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

**Le'Vonn Jordan**

[levonn.jordan@cjcc.ga.gov](mailto:levonn.jordan@cjcc.ga.gov)

**1.6. Definition of Terms**

Please review the following terms:

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

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

Any special terms or words which are not identified in this State Entity 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 contract(s) shall be from the date of award until the end of the State's current fiscal year. The State's fiscal year is from July 1<sup>st</sup> through June 30<sup>th</sup>. The State Entity shall possess (4) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this 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, the State Entity may, with the written consent of the awarded supplier(s), extend the contract(s) for such period of time as may be necessary to permit the State Entity's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

## 2. Instructions to Suppliers

By submitting a response to the 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\\_LANDING\\_PAGE.GBL?&](https://fscm.teamworks.georgia.gov/psc/supp/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDING_PAGE.GBL?&)

#### 2.1.2. Restrictions on Communicating with Staff

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

#### 2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must 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/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The State Entity reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

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

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

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

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

The State Entity reserves the right to reject any or all 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 the State Entity 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 the State Entity on a case-by-case basis.

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

The State Entity reserves the right to amend this eRFP. Any revisions must be made in writing prior to the eRFP closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the 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 eRFP for additional information. Finally, the State Entity reserves the right to cancel this eRFP at any time.

### **2.1.9. Protest Process**

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

### **2.1.10. Costs for Preparing Responses**

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 response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

### **2.1.11. ADA Guidelines**

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

### **2.1.12. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State Entity's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to supplier proposals and/or communications, shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

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

#### **2.1.12.1 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, 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 Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption form disclosure requirements provided under Georgia law. This redacted copy should be clearly marked "Redacted Copy-Available for Public Review." In addition, the electronic file name should include the words "**Redacted Copy**" at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the vendor's bid/proposal 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. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a "trade secret" shall not be binding on the State, but the State will review and consider the designation. If the Supplier does not include an affidavit with its bid/proposal submission, the State is authorized to produce the vendor's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Wholesale designation of a response or substantial parts of a response as "trade secrets" will not be accepted by the State. 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*.

#### **2.1.14. Supplier Debriefing Process**

For all solicitations issued on or after November 1, 2020 that result in a contract award of \$250,000 or more, unsuccessful suppliers may request a supplier debriefing from the State Entity 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 the state

entity'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

### Submittal Instructions for Team Georgia Marketplace™

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

#### 2.2.1. eRFP Released

The release of the eRFP is formally communicated through the posting of this eRFP as an event in 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](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

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

#### 2.2.2. eRFP Review

The eRFP (or "Sourcing Event") consists of the following: this document, entitled "The State Entity 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 the State Entity 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 Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, the State Entity will provide documents at the "header" level of the 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 (The State Entity eRFP Document) as well as the worksheets referenced in Section 4 "eRFP Proposal Factors", such as the Mandatory Response Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.
2. Second, the State Entity may also provide documents at the "line detail" level of the Event. Please navigate to "Step 2: Enter Line Bid Responses", which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
  - a. First Method:

- i. To the right of each line appearing under Step 2, the Event contains a "Bid" link. By selecting the "Bid" link, the supplier will navigate to a new page of the Event.
- ii. On this new page, the supplier can select "View/Add Question Comments and Attachments" to locate attached documents.
- b. Second Method:
  - i. To the right of each line appearing under Step 2, the Event contains a "Line Comments/Files" icon (appears as a bubble with text). By selecting the "Line Comments/Files" icon, the supplier will navigate to a new page of the Event.
  - ii. On this new page, the supplier can locate attached documents.

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

### 2.2.3. Preparing a Response

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

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

### 2.2.4. Uploading Forms

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

1. First, the "View/Add General Comments & Attachments" link contains a place for the supplier to upload all of the documents and worksheets which were provided by the State Entity 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 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 Event, which appears below the "View/Add General Comments & Attachments" link of the 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 Event where pricing is requested. After selecting the comment bubble icon, the Event allows the supplier to select "Upload" in order to include an attachment as part of the supplier's response. In the alternative, the supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the supplier can select "View/Add Question Comments and Attachments" to upload a document.

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

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

1. Please review and confirm that the supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the supplier. The State Entity 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 the State Entity and will not be considered for award. Only after the supplier selects the "Submit Bid" button, will the response to the eRFP be sent electronically, time stamping the supplier's response and sending a confirmation email to the email address of the supplier. Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline.**

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

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

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select "View/Edit". Once the supplier has finished viewing the response, the supplier may simply exit the screen. **DO NOT SELECT "Save for Later."** Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in

progress and withdraws the originally submitted bid. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity.

2. **REVIEW AND REVISE.** In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting "Save for Later." Once revisions are complete, the supplier **MUST** select "Submit" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the supplier temporarily losing a connection to the Internet.

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

3. **WITHDRAW/CANCEL.** In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then select "Save for Later". Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and **withdraws the originally submitted bid**. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity. 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](mailto:ProcurementHelp@doas.ga.gov).

## 2. General Business Requirements

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

### 3.1. Standard Insurance Requirements

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

policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

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

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

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

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

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

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

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

N/A

#### **Bid Bond**

N/A

#### **Performance Bond/Letter of Credit**

N/A

#### **Payment Bond**

N/A

### 3.3. Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the State Entity; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and



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

### 3. eRFP Proposal (Bid) Factors

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

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

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

#### 4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the State Entity 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 electronic purchasing system entitled **Supplier's General Information Worksheet** for inclusion with their bid response.

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

#### 4.3. Mandatory Requirements

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

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

#### 4.4. Mandatory Scored Response

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

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

#### 4.5. Additional Scored Responses

All items labeled "Additional Scored Responses" represent information that is requested by the State Entity. Suppliers are encouraged to provide a thorough narrative description in the space provided in the Additional Scored Response Worksheet. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

**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 the State Entity within the Event. If supplemental materials are requested by the State Entity to be submitted by the supplier as part of the technical proposal, the supplier should upload these additional materials as noted in Section 2.2.4 "Uploading Forms".

### 5. Cost Proposal

#### 5.1. Cost Proposal

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

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the supplier's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the supplier's pricing as quoted on the eRFP's provided cost worksheet and (2) the supplier's pricing as quoted by the supplier in one or more additional documents, the former shall govern; and
5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

#### 5.2. Cost Structure and Additional Instructions

The State Entity's intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each

supplier's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's proposal.

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

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

## **6. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the State Entity based on a combination of technical and cost factors. Based on the results of the initial evaluation, the State Entity 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" of this eRFP. Once the evaluation process has been completed (and any negotiations the State Entity desires to conduct have occurred), the apparent successful supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity's contract. The State Entity will announce the results of the eRFP as described further in Section 6.9 "Public Award Announcement" of this eRFP.

### **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 proposal 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 proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals 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" of this eRFP.

#### **6.2.2. Review of Additional Scored Information Questions**

For all proposals 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" of this eRFP.

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, the State Entity 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

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

#### 6.3.2. Georgia Enterprises for Products and Services (GEPS)

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' price with any other supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

#### 6.3.3. Total Score

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

### 6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	300 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored" and/or "Additional Scored" Responses	700 points
Total	N/A	1000 points

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

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

## 6.6. Negotiations of Proposals and/or Cost Factors

DOAS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law and DOAS' established procurement policy. This section of the eRFP describes DOAS' process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a)(6). No state entity is permitted to conduct negotiations of proposal and/or cost factors without DOAS' supervision unless DOAS has expressly authorized the state entity to conduct negotiations on its own. Although this section addresses DOAS' right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), DOAS/State Entity 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, THE STATE ENTITY 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, the State Entity may elect to enter into one or more rounds of negotiations with all responsive and responsible suppliers or only those suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those suppliers included in the competitive range must have highly scored proposals.

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

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

### 6.6.2. Negotiation Instructions

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

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

### 6.6.3. Competitive Range

If the State Entity elects to negotiate pursuant to Section 6.6, the State Entity 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 the State Entity may reasonably negotiate as defined below. In the event the State Entity elects to limit negotiations to those suppliers identified within the competitive range, the State Entity 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 the State Entity determines the number of responsive and responsible suppliers is so great that the State Entity cannot reasonably conduct negotiations (which determination shall be solely at the State Entity's discretion and shall be conclusive), the State Entity may elect to limit negotiations to the top three (3) ranked suppliers as determined by the Total Combined Score.

#### **6.6.4. Negotiation Round Completion**

As part of each round of negotiation, the State Entity may or may not engage in verbal discussions with the suppliers. However, whether or not the State Entity 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 the State Entity.

#### **6.7. Selection and Award**

The State Entity desires to make an award to any and all qualified suppliers with a final total combined score of 700 points or higher.

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

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

#### **6.9. Public Award Announcement**

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

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

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

The contract that the State Entity expects to award as a result of this eRFP will be based upon the eRFP, the successful supplier's final response as accepted by the State Entity and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The "successful supplier's final response as

accepted by the State Entity” shall mean: the final cost and technical proposals submitted by the awarded supplier and any subsequent revisions to the awarded 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 the State Entity, except that no objection or amendment by the supplier to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the supplier’s objection or amendment in writing.

Please review the State Entity’s contract terms and conditions prior to submitting a response to this 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 contract.

### **Exception to Contract**

By submitting a proposal, each supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the supplier’s response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the 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 <http://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 the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier. The State Entity reserves the right to proceed to discussions with the next best ranked supplier.

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

## **8. List of 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. State Entity eRFP (this document)
- B. Scope of Work - Special Term Definitions from Section 1.6 “Definition of Terms” of this eRFP
- C. Department of Audits Immigration and Security Form
- D. Tax Compliance Form
- E. Mandatory Response Worksheet from Section 4.3 of this eRFP
- F. Mandatory Scored Response Worksheet from Section 4.4 of this eRFP
- G. Additional Scored Response Worksheet from Section 4.5 of this eRFP
- H. Cost Worksheet from Section 5 “Cost Proposal” of this eRFP

- I. State Contract from Section 7 "Contract Terms and Conditions" of this eRFP
- J. Certificate of Non - Collusion
- K. List of Accountability Courts





## **Reagent Lease for Drug of Abuse Testing Systems and Supplies Scope of Work**

The services resulting from this eRFP will allow Accountability Courts the option to choose to enter a service agreement with an Authorized diagnostics dealer or manufacturer offering a Reagent Lease option such as Siemens, Thermo Fisher, Beckman Coulter and other industry leaders of the drugs of abuse testing market.

The Reagent Lease option will provide instruments and accessories to be placed in the laboratory (at no cost) in exchange for the guaranteed purchase of reagents over a period. The resulting fixed prices will allow Accountability Courts to have a pre-determined expense that includes the equipment, consumables, maintenance/service agreements and any financing fees. While on-site training is required, the Supplier may offer additional off-site training opportunities as a courtesy. The Supplier will quote the costs for any off-site training allowance, separate from the monthly reagent costs. All fees associated with the lease of equipment and test kit delivery, delivery of equipment, equipment installation (and removal at the end of the contract period), materials, labor, integration, training, and travel etc. must be included in the unit prices.

### **Background Information**

The first drug court in Georgia began in Bibb County Georgia in 1996. Later, other jurisdictions in Georgia began exploring the idea of Accountability Courts. Enhanced Statewide Accountability Court coordination occurred with passage of House Bill 378 in 2015, which created the Council of Accountability Court Judges (hereafter referred to as CACJ). Specifically, O.C.G.A 15-1-18 states "it shall be the purpose of the council (CACJ) to effectuate the constitutional and statutory responsibilities conferred upon it by law and to further the improvement of accountability courts, the quality and expertise of the judges thereof, and the administration of justice."

The legislation also established a cooperation between the CACJ, the Judicial Council/Administrative Office of the Courts (hereafter referred to as the JC/AOC), and the Criminal Justice Coordinating Council (hereafter referred to as the CJCC). The JC/AOC provides the council with office space and administrative support, including staff for record keeping, reporting, and related administrative and clerical functions. The CJCC provides technical services to the council and shall assist the council in complying with all its legal requirements.

The CACJ is establishing contracts for Accountability Courts throughout Georgia to provide drug testing instruments for the state of Georgia Accountability Courts addressed by this RFP. The types of accountability Courts are, Adult Felony Drug Court, Adult Mental Health Court, Veterans Treatment Courts, DUI/Drug Courts, Family Treatment Courts, and Juvenile Drug and/or Mental Health Courts. A list of the courts and locations may be referenced in Attachment C.



## **Reagent Lease for Drug of Abuse Testing Systems and Supplies Scope of Work**

### **General Requirements**

1. The Supplier shall provide drug testing instruments, to Accountability Courts through the Master Agreement established with the CACJ, in accordance with the provisions and requirements stated herein.
2. All testing services must be performed in accordance with industry standards or by following the local Accountability Court's internal policy/procedure.
3. The Supplier shall comply with all confidentiality requirements established by state statute, the Accountability Court or as otherwise stated herein. The Supplier shall release the results of testing only to the Accountability Court contact or as otherwise instructed by the Accountability Court Judge or Court Coordinator
4. The Supplier shall understand and agree that any information, record, report, or data derived, compiled, obtained, prepared, or developed by the Supplier from services performed pursuant to the contract shall not be released, disseminated, or otherwise disclosed without prior written consent from the CACJ.
5. The Supplier and/or the Supplier's sub-Supplier(s) shall deliver products to the CACJ or the local treatment court upon receipt of an authorized order. All deliveries must be coordinated with the court before placing the order.
6. The instrument must be installed by trained personnel and installed per the manufacturer's documented protocol and validation process.
7. Support and service must be provided by the instrument manufacturer or authorized service representative. Service must include all aspects of the instrument and lab equipment.
8. The Supplier must provide training materials for court programs on the proper use of testing instruments or services to achieve accurate test results. Training must be offered in-person, with other supporting document available such as video, DVD or webinar for each court program at no additional cost to the CACJ.
9. The Supplier must be able to provide technical support Monday through Friday, excluding U.S. holidays, at no additional cost to the CACJ.
10. If it is deemed by the CACJ to be in the best interest of the Accountability Court, the CACJ may add additional items (ex. new models replacing obsolete models) as long it is mutually acceptable to both the Supplier and the CACJ.



## **Reagent Lease for Drug of Abuse Testing Systems and Supplies Scope of Work**

### **SPECIFICATIONS**

1. The laboratory equipment and testing agents to be **leased**, will support assessments of drugs of abuse. The Supplier's analyzer must be new, with a manufacturer's warranty included from an authorized instrument distributor or the direct manufacturer.
2. Training must be included and provided by the manufacturer or authorized distributor with each installation. ALL costs associated with training must be included in the unit price listed on the bid schedule, including travel expenses. Training will be held on site or at the location designated within Georgia, by the Accountability Court.
3. Analyzer must be installed by trained personnel and installed per the manufacturer's documented protocol and validation process.
4. Support and service must be provided by the instrument manufacturer or authorized service representative. Service must include all aspects of the instruments and lab equipment. Services must include telephonic support with customer service in addition to personnel able to provide service calls.
5. Instrument(s) must meet the following minimum throughput ranges:
  - 66 tests per hour
  - 120 test per hour
  - 260 tests per hour
  - 400 tests per hour
6. Data management must provide functionality which allows users to manage the volume of samples processed through the lab. System must allow users to process workflow from order entry to result approval. System must allow users to view and manage donor result history and provide multiple reporting tools with the ability to provide customized reports.
7. Demographic information for donors must be able to be stored by agency for future visits.
8. Analyzer system must have the functionality to print customized chain of custody forms, complete with barcode labels for specimen identification and processing, donor ID, and drug testing information.
9. Analyzer must have a result approval system that allows lab management the ability to review results and control work flow before results are processed to history or re-run for positives.



## **Reagent Lease for Drug of Abuse Testing Systems and Supplies**

### **Scope of Work**

10. System should be web based to allow lab management the ability to access information outside of the lab. All data entered and all result information will solely be owned by the Accountability Courts and the CACJ.
11. System shall provide integration with case management system used by Accountability Court. The State currently contracts with Integrated Management Solutions and 5 Point Solutions, LLC.

### **Drug Testing Instruments**

1. The Supplier must be able to provide drug testing instruments, reagents with calibrators and controls. At a minimum, these instruments and supplies must be available for the following drugs: Amphetamine, Benzodiazepine, Cocaine, EtG, Opiate, THC (cannabinoid), Buprenorphine, Oxycodone, 6-Acetylmorphine, and Methadone.
2. The Supplier should also be able to provide drug testing reagents with calibrators and controls for the following drugs: Spice, Soma, Ecstasy, LSD, and Tramadol.
3. Testing for additional items may be requested during the contract period. If requested, pricing shall be mutually agreed upon between the Supplier and the CACJ.
4. The Supplier must be able to provide validity reagents with calibrators and controls. At a minimum, these validity tests must include Creatinine and Specific Gravity. The Supplier should also be able to provide validity reagents with calibrators and controls for pH and Chloride. Testing for additional items may be requested during the contract period. If requested, pricing shall be mutually agreed upon between the Supplier and the CACJ.
5. All fees associated with this RFP including lease of equipment, equipment and test kit delivery, equipment installation (and removal at the end of the contract period), materials, labor, integration, training, travel etc. must be included in the unit prices.
6. Drugs of Abuse instrument must be a new instrument with no less than a 1 year manufacturer's warranty included from an authorized instrument distributor or the direct manufacturer.



## **Reagent Lease for Drug of Abuse Testing Systems and Supplies**

### **Scope of Work**

7. On-site training for a minimum of three (3) staff members must be included and provided by the manufacturer or authorized distributor. ALL costs associated with training must be included in the unit price listed on the bid schedule, including travel expenses. Instrument training shall be held at the awarded Supplier's training facility or at the location selected by the Accountability Court.
8. Data management must provide functionality which allows users to manage the volume of samples processed through the lab. System must allow users to process workflow from order entry to result approval. System must allow users to view, manage donor result history and provide multiple reporting tools.
9. Demographic information for donors must be able to be stored by the Accountability Court for future visits.
10. The instrument system must have the functionality to print customized chain of custody forms, complete with barcode labels for specimen identification and processing, donor ID, and drug testing information.
11. The instrument must have a result approval system that allows lab management the ability to review results and control work flow before results are processed to history or re-run for positives.
12. System should ideally be web based to allow lab management the ability to access information outside of the lab. All data entered and all result information will solely be owned by the Accountability Court or the CACJ.
13. System shall provide integration with state funded case management system used by the Accountability Court.



The Immigration and Security Affidavit, formerly known as SPD-SP054, is no longer available for use by state entities on the State Purchasing web site.

You must now go to the Department of Audits and Accounts web site at [http://www.audits.ga.gov/NALGAD/section\\_3\\_affidavits.html](http://www.audits.ga.gov/NALGAD/section_3_affidavits.html) to locate the proper affidavit for use with this requirement.

## Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section with a "YES" to pass.

Any questions you answer with a "NO" will fail the technical requirements and results in disqualification of the proposal.

By answering "Yes," "No" you indicate that you meet the individual requirements in the response block provided. ONLY upload documents if there is a Yes in the "Upload Attachments with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

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

Question #	Questions per Proposal Factor/Categories	Response by Offeror. Only Yes or No Answers	Upload Attachments with Additional Information?	Attachment File Name
<b>Proposal Factors</b>				
1	Supplier must be either a manufacturer or a manufacturer's representative of Drugs of Abuse Testing Instruments.		No	
2	Suppliers must offer an "all inclusive" Reagent Lease agreement which places the instruments, accessories and supplies in an Accountability Court location, at no costs, in exchange for an annual quantity commitment to purchase proposed numbers of reagents. The terms and conditions must not include provisions where taxes or fees can be added to orders or invoices nor may it allow for price increases.		No	
3	The Supplier must provide a dedicated representative to directly service this account. Name, Contact and Hours of Availability for proposed representative to service this contract.		No	
4	The Supplier's instruments must accompany lab management software with the capability to print customized chain of custody forms, complete with removable barcoded labels for specimen identification and processing.		No	
5	The Supplier must support information technology integration activities, deemed necessary to facilitate the operations of the State's case management system.		No	
6	The State of Georgia follows the Federal Information Security Management Act (FISMA) and supporting documentation from NIST. Suppliers must allow the State the provision for conducting a security audit, at its discretion.		No	
7	The State requires that all data resides in locations under the jurisdiction of the United States, including data at rest. The Supplier shall provide its services to the State of Georgia and its end users solely from data centers in the U.S. The service provider shall not allow its personnel or contractors to store State of Georgia data on portable devices including personal computers, except for devices that are used and kept only at its U.S. data centers. The Supplier shall only permit its personnel and contractor to access State of Georgia data remotely only as required to provide service or technical support.		No	
8	The Supplier shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty.		No	
10	The Supplier shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among its employees and agents.		No	

**Mandatory Scored Questions**

Offerors must answer all the questions in this spreadsheet in the cell provided.

Failure to answer these questions will result in disqualification of the proposal.

Offerors must indicate whether their proposal meets the individual requirement and provide a supporting narrative in the space provided. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. **ONLY** upload documents if there is a "Yes" in the "Upload Attachs with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

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

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attchs with Additional Information?	Attachment File Name
<b>Corporate Capabilities</b>				
1	Provide a profile of the company citing its experience with providing instruments for the purpose of analyzing drugs of abuse. The profile should include years of experience, its capability for meeting or exceeding industry standards, and State and Federal requirements. Describe any unique company capabilities.		No	
2	Please include a description of the instruments and product offerings to be included within this proposal. Identify the instruments by name, and ranges of thru put as well as the data management functionality and process workflow of the instrument.		No	
3	Please identify experience offering Master Agreements with government clients at a State or Federal Level and briefly explain the nature and status of the agreements.		No	
<b>Lease Agreement</b>				
4	Provide the Master Agreement proposed for establishing "all inclusive" Reagent Lease terms which places the equipment, accessories and supplies in an Accountability Court location, at no costs, in exchange for an annual commitment to purchase proposed numbers of tests. The terms and conditions must not allow provisions where taxes or fees can be applied to orders or invoices nor may it allow for price increases or changes not documented within the Master Agreement. Also note that the terms and conditions must not conflict with the State's contract terms or order of precedence. Do not include costs in the sample agreement.		No	



5	The CIJCC will extend the Master Agreement for execution by independent local courts and other jurisdictions while maintaining visibility to the status and terms of each agreement. Please confirm that the CIJCC will receive notification of each agreement execution and the associated documents (i.e., executed lease with pricing terms). In addition, the CIJCC requests a current account of all existing agreements between the Supplier and any accountability court in the State of Georgia.		No	
6	Please describe how lease requests will be made from various points of contact throughout the State and linked to the Master Agreement. How will accountability be managed at the Corporate level down the customer and to the CIJCC? Will the Supplier delegate any direct responsibilities to a third party or segment any portions of the agreement to an affiliate for responsiveness or responsibility?		No	
7	Please describe the process for coordinating delivery, removal of existing equipment, set up, calibration, validity testing and training. Provide a sample schedule/timeline for the time between selection and agreement execution, to becoming operationalized.		No	
<b>Service and Support</b>				
8	Please describe the territory and account management profile identifying the name of the dedicated representative to directly service this account. The Supplier should include the name, business hours and the weekly number of hours dedicated towards availability for this contract.		No	
9	Please describe the availability of service technicians and their average proximity to various court locations within the State. What is the anticipated frequency for routine calibration and other scheduled maintenance? What protocols are in place for service technicians? Will documentation be provided about the status of the equipment?		No	
10	Please identify common support concerns and causes for equipment of this nature and the measures implemented to prevent disruptions of service and maximum levels of production.		No	
11	Please describe the methods and resources available to troubleshoot concerns/issues.		No	
12	Please describe the process for Accountability Courts to initiate a performance concern or a request of technical support. What is the expected "wait time" for live telephonic support and troubleshooting? What is time commitment for having a representative on site for a service call? How frequent can "same day" service be expected? Please specify the maximum number of hours that equipment could remain "pending" an on-site service call.		No	
<b>Technology</b>				

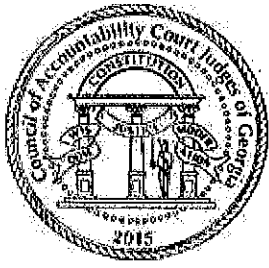
13	The instrument must be integrated with the State's case management system (currently under contract with Integrated Management Solutions and 5 Point solutions). Please provide expectations required to support at the file transfer such as the file types, layout, etc. Please describe resources (titles, locations and availability) and proposed roles and responsibilities to integrate with the instrument to the case management system used by the Accountability Courts.		No	
14	Please describe where the company has supported technology integration with case management systems. Specify the name of the system, a description of the configuration and locations where the connectivity is operational.		No	
15	Please describe the technological capabilities such printing customized chain of custody forms (complete with barcode labels for specimen identified). Please describe the instrument's ability to review results and control workflow. Describe reports and other functionality. Are capabilities available for web based data management? Can the user access data outside of the lab?		No	
16	Please confirm where data is hosted and describe how data will be returned to the State or transferred to a replacement vendor upon contract termination. Please specify the form, timeframe and what roles and responsibilities would need to be assumed by the State or other Suppliers, if applicable.		No	
17	How is data security maintained while stored and during transit?		No	
18	Please confirm if demographic information for donors is available to be stored with the agency for future references. What level of data storage is provisional within the software agreement? What is the provision for data retention and recovery?		No	
19	Please describe the frequency of system updates and upgrades and whether any delay in processing or interruptions in processing could be expected while software is being updated.		No	
<b>Invoices and Reports</b>				
20	Please submit a sample of the invoice. Will it reflect the list price and discounts to verify that prices are according to the terms of the contract? Will invoices clearly summarize quantities and descriptions of reagents and supplies?		Yes	Sample Invoice
21	The CICC will require bi-annual reporting of contract activity resulting from the Master Agreement. Please show a sample of a report that will summarize all account activity by each location and with purchasing activity details such as the annual proposed quantities per reagent, totals ordered to date and the costs. Data that is delineated by reagent types and numbers of tests would be preferred.		Yes	Sample Report to CICC
22	Each accountability court may require quarterly reporting of its locations' contract activity resulting from the Master Agreement. Please show a sample of a report that will summarize the account activity specific to each location and with details such as the annual proposed quantities per reagent, totals ordered to date and the expenses. Data that is delineated by reagent types and numbers of tests would be preferred.		Yes	Sample Report to Accountability Court

### Additional Scored Responses

All items labeled "Additional Scored Responses" is information that is requested by the State. Offerors must provide a thorough narrative description in the space provided in this spreadsheet.

Answers along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachs with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attachs with Additional Information ?	Attachment File Name
<b>Service and Support</b>				
1	Will the company provide an exchange of reagents, calibrators and controls that may have expired?		No	
2	Will you "grandfather" courts into the new agreement prices, terms and conditions?		No	
<b>Invoices and Reports</b>				
3	Please explain if the reports are configurable and if information can be exported and formatted for other communication purposes.		No	

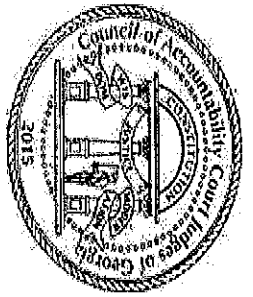


Suppliers must complete a separate price sheet for each product offering, under this contract.

The price offer is expected to be fixed, with no increase, throughout the term of the agreement

The price must be all inclusive of delivery expenses, and may not be altered based on ordering methods.

The price is consistent with the terms and conditions of the RFP.



Supplier: \_\_\_\_\_

Analyzer Brand/ Model Name: \_\_\_\_\_

Analyzer throughput of tests per hour. \_\_\_\_\_

Drug Testing Reagents with Calibrators and Controls. Supplier will furnish the analyzer, reagents, software, consumable supplies for a fixed price per month, according to the estimated volumes. (Code 193-36)	Number of Test per Month Less than 750
AMPHETAMINE REAGENT	\$0.00
BENZODIAZEPINE REAGENT	
COCAINE REAGENT	
ETG REAGENT	
OPIATE REAGENT	
THC REAGENT	
BUPRENORPHONE REAGENT	
OXYCODONE REAGENT	
6-ACETYLMORPHINE REAGENT	
SPICE REAGENT	
SOMA REAGENT	
ECSTASY REAGENT	
LSD REAGENT	
METHADONE REAGENT	
FENTANYL REAGENT	
KRATOM REAGENT	
TRAMADOL REAGENT	
PROPOZYPHENE REAGENT	
CREATININE REAGENT	

SPECIFIC GRAVITY REAGENT	
VALIDITY TEST	
Validity Reagents with Calibrators and Controls	
On Site Training, accomodations etc.	
Integration to Accountability Court Case Management System/ per hour.	
Extended Service Agreement for Instruments beyond year 1/ Time and Material Only (938-63)	
% Discount off of other published catalog list price	
<b>TOTAL</b>	



## CERTIFICATE OF NON-COLLUSION

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

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The 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
7. 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.

**DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Company Address:</b>	
<b>FAX Number:</b>	
<b>Email Address:</b>	
<b>*This table must be completed in its entirety by the supplier.</b>	

JUDICIAL CIRCUIT	COURT NAME	COURT STAFF (NAME)	COURT PHYSICAL ADDRESS (STREET)	ROOM / HOURS	COURT ADDRESS (CITY)	COURT ADDRESS (STATE)	COURT ADDRESS (ZIP)
Alabaha	Alabaha Circuit Drug Court	Alabaha Circuit Drug Court	201 N. Davis Street		Nashville	GA	31299
Alcoy	Newton County Adult Felony Drug Court	Newton	1124 Clark Street		Covington	GA	30014
Appalachian	Appalachian Judicial Circuit Adult Drug Court	Pickens, Gilmer, Fannin	510 North Main Street	Suite 2300	Jasper	GA	30143
Atlantic	Atlantic Judicial Circuit Drug Court	Liberty, Long, Bryan, Evans, Midmore, Tarrnall	210 S. Main Street	Suite 2300	Hinesville	GA	31313
Atlanta	Fulton County Adult Felony Drug Court	Fulton	1135 A. Jefferson Street	Hope Hall	Atlanta	GA	30318
Augusta	Augusta Judicial Circuit Drug Court	Richmond, Columbia, Burke	735 James Brown Blvd.	Suite 2200	Augusta	GA	30901
Bell-Forsyth	Forsyth Judicial Circuit Drug Court	Forsyth	100 East Courthouse St.	Suite 4083	Cumming	GA	30040
Blue Ridge	Cherokee County Midemeanor Drug Court	Cherokee	90 North Street	Suite 370	Carters	GA	30114
Blue Ridge	Blue Ridge Judicial Circuit Drug Court	Cherokee	90 North Street		Carters	GA	30114
Brunswick	Wayne County Drug Court	Wayne	11 Judicial Lane		Brunswick	GA	31520
Brunswick	Wayne County Drug Court	Wayne	263 S. Brunswick St.	Suite B	Jasper	GA	31546
Chattahoochee	Chatman County Felony Drug Court	Muscogee	1712 Osborne St.		Mary's	GA	31588
Cherokee	Muscogee County Felony Drug Court	Muscogee	308 10th Street		Columbus	GA	31901
Cherokee	Cherokee Judicial Circuit Felony Drug Court	Barrow	135 W. Cherokee Avenue	Room 41C-01	Cartersville	GA	30120
Clayton	Clayton County Drug Court	Clayton	9151 Tara Blvd		Jonesboro	GA	30236
Cobb	Cobb County Drug Treatment Court	Cobb	30 Waddell Street		Maretta	GA	30090
Conasauga	Conasauga Drug Court	Murray, Whitfield	214 W. King Street		Dalton	GA	30720
Coweta	Gwinnett County Drug Court	Gwinnett	311 Newman Street		Carrillon	GA	30112
Coweta	Gwinnett County Adult Felony Court	Gwinnett	51 E. Court Street	Room 3400	Newman	GA	30263
Coweta	Troup County Drug Court	Troup	100 Ridley Avenue		Lagrange	GA	30240
Douglas	Douglas County DUI/ Drug Midemeanor Court	Douglas	8700 Hospital Drive		Douglasville	GA	30134
Douglas	Douglas Judicial Circuit Adult Drug Court	Chatham	133 Montgomery Street	Room 616	Douglasville	GA	30134
Eastern	Savannah-Chatham County Felony Drug Court	Chatham	40-B Town Square		Savannah	GA	31401
Etowah	North English Drug Court	Union	325 Rilev Road	Room 210	Blairstown	GA	30532
Etowah	South English Drug Court	Lumpkin, White	335 Phillips Drive		Dalhousie	GA	30533
Etowah	Henry County Adult Drug Court	Henry	132 E. Solomon Street	Suite 2E051	McDonough	GA	30254
Griffin	Griffin Judicial Circuit Felony Drug Court	Spalding, Fayette, Upson, Pike	75 Langley Drive	Suite 2E051	Lawrenceville	GA	30046
Gwinnett	Gwinnett County Felony Adult Drug Court (Div 1)	Gwinnett	75 Langley Drive	Suite 2E051	Lawrenceville	GA	30046
Gwinnett	Gwinnett County Felony Drug Court (Div 2)	Gwinnett	75 Langley Drive	Suite 2E051	Lawrenceville	GA	30046
Jefferson	Jefferson County Drug Court	Jefferson			Lawrenceville	GA	30046
Madison	Madison County Drug Court Program	Bibb, Paulsh, Crawford	310 Bibb County Courthouse		Madison	GA	31202
Mountain	Mountain Judicial Circuit Accountability Court	Rabun	225 Courthouse Square	#105	Clayton	GA	30525
Mountain	Mountain Judicial Circuit Accountability Court	Stephens	702 N. Alexander St.		Toccoa	GA	30577
Mountain	Mountain Judicial Circuit Accountability Court	Habersham	299 Leavelly St.	Suite 001	Chattahoochee	GA	30523
Northeastern	Hall County Adult Felony Drug Court - Rehabilitation Track	Hall	720 Main Street	Suite E	Gainesville	GA	30501
Northeastern	Hall County Adult Felony Drug Court	Hall	720 Main Street	Suite E	Gainesville	GA	30501
Northeastern	Elbert County Drug Court	Elbert	Oliver Street		Elberton	GA	30635
Ogeechee	Ogeechee Judicial Circuit Drug Court	Bulloch	20 Shields Street		Statesboro	GA	30458
Ogeechee	Ogeechee Judicial Circuit Drug Court	Effingham	20 Shields Street		Statesboro	GA	30458
Paulina	Paulina Judicial Circuit Drug Court	Quitman, Randolph, Terrell, Clay, Early	201 Villa Nova Street		Cuthbert	GA	30940
Putnam	Jackson County Adult Felony Drug Court	Jackson	652 Barrow Park Drive, Suite H		Winder	GA	30680
Putnam	Barrow County Adult Felony Drug Court	Barrow	652 Barrow Park Drive, Suite H		Winder	GA	30680
Rockdale	Rockdale County Adult Drug Court	Rockdale	943 Court Street		Conyers	GA	30012
Rockdale	Southwestern Drug Court	Dunklin	556 North McDonough St.	Suite 440	Americus	GA	31709
Southwestern	DeKalb County Drug Court	Pike, Harrison	100 Pryor Street	Room 105	Decatur	GA	30030
Talapoosa	Talapoosa Circuit Drug Court	Gascook, Lincoln, McDuffie, Tallapoosa	Wayne County Courthouse Annex, 800 Church Street	Suite 218	Waycross	GA	31501
Toombs	Toombs Circuit Drug Court	Braxton, Brantley, Collier, Ware, Pierce	243 E. Washington Street	Room 210	Athens	GA	30601
Waycross	Waycross Judicial Circuit Felony Drug Court	Butts, Lamar, Monroe	243 E. Washington Street PO Box 6116		Forsyth	GA	31029
Waycross	Waycross Judicial Circuit Felony Drug Court	Butts, Lamar, Monroe	189 Hwy. 53 W. Suite 106		Dawsonville	GA	30534
Towaliga	Towaliga Accountability Court	Dawson	121 N. Wilkinson		Dawsonville	GA	31061
Northeastern	Dawson County Felony Drug Court	Baldwin	4th Floor Judges Chambers		Milledgeville	GA	31061
Northwestern	Ocmulgee Circuit Accountability Treatment Court Collaborative (ATCC)	Baldwin	PO Box 2277		Moultrie	GA	31776
Southem	Colquitt Superior Substance Abuse/ Mental Health Treatment Court	Colquitt	100 South Jefferson Avenue		Easton	GA	31024
Ocmulgee	Putnam County DUI Court	Putnam	13905 Justice Center Tower, 185 Central Avenue, SW		Easton	GA	31024
Atlanta	Fulton County DUI Court	Fulton	201 South Main Street	Suite 2300	Hinesville	GA	31313
Atlanta	Liberty County DUI Court	Liberty	303 W. Sixth Street	Suite 4108	Waynesboro	GA	30830
Augusta	Burke County DUI Court	Burke	725 James Brown Blvd.	Suite 150	Augusta	GA	30901
Augusta	Richmond County DUI Court	Forsyth	100 Courthouse Square	Suite 350	Cumming	GA	30040
Bell-Forsyth	Forsyth County DUI Court	Forsyth	90 North Street	Room 31C302	Carters	GA	30114
Blue Ridge	Cherokee County DUI/Drug Court	Cherokee	9151 Tara Blvd	Room 3B-1	Marretta	GA	30236
Clayton	Clayton County State DUI/Drug Court	Clayton	12 E. Park Square	Room 3B-1	Marretta	GA	30236
Cobb	Cobb County DUI Court	Cobb	100 Olive Street	Ste. 2921	Nevan	GA	30263
Coweta	Coweta County DUI Court	Coweta	100 Ridley Avenue	Room 430	Savannah	GA	30240
Coweta	Troup County DUI/Drug Court	Troup	133 Montgomery Street	Room 430	Savannah	GA	31401
Etowah	Chatham County DUI Court	Chatham	One Judicial Center		McDonough	GA	30253
Etowah	Henry County DUI Court	Henry	Gwinnett Justice and Administration Center 75 Langley Drive	Suite 330	Lawrenceville	GA	30046
Gwinnett	Gwinnett County DUI Court (Division 1)	Gwinnett	Gwinnett Justice and Administration Center 75 Langley Drive		Lawrenceville	GA	30046
Gwinnett	Gwinnett County DUI Court (Division 2)	Gwinnett	Gwinnett Justice and Administration Center 75 Langley Drive		Lawrenceville	GA	30046
Gwinnett	Fayette State Court	Fayette			Lawrenceville	GA	30046
Griffin	Fayette State Court	Fayette			Lawrenceville	GA	30046
Griffin	Lowndes DUI	Lowndes			Lawrenceville	GA	30046
Griffin	Lowndes DUI	Lowndes			Lawrenceville	GA	30046
Northwestern	Hall County DUI Court	Hall	225 Green Street		Gainesville	GA	30501
Rockdale	Rockdale County State Court	Rockdale	131 Rockdale County Courthouse 922 Courthouse Street, NE		Conyers	GA	30012
Stone Mountain	DeKalb County DUI Court Supervised Treatment Program	DeKalb	3630 Camp Circle	Suite 101	Decatur	GA	30032
Western	Athens Clarke County DUI/Drug Court	Clarke	350 E. Washington Street	Suite 430	Athens	GA	30601
Appalachian	Appalachian Judicial Circuit Family Drug Treatment Court	Pickens, Gilmer, Fannin	30 North Main Street		Jasper	GA	30143
Atlanta	Fulton County Family Drug Treatment Court	Fulton	395 Pryor Street	Chambers 3056	Athens	GA	30312



Augusta	Burke County Family Violence Court	Burke	1138 County Services Parkway, SW			Marjatta	GA	30008
Cobb	Cobb County Juvenile Court- Family Drug Court	Cobb	8720 Roswell Drive			Douglasville	GA	30134
Douglas	Douglas County Juvenile Court- Family Drug Court	Douglas	147 Carl Griffin Drive			Savannah	GA	31405
Eastern	Charlham County Family Dependency Treatment Court	Charlham	448 River Street			Hawesee	GA	30054
Forsyth	Hall County Family Treatment Court	Hall	223 Green Street			Greshamville	GA	30501
Northwestern	Hall County Family Treatment Court	Hall	PO Box 1817			Wilkesville	GA	31059
Quitman	Quitman County Family Dependency Treatment Court	Quitman				Wilkesville	GA	31059
Western	Newton County Juvenile Drug Court	Newton	1133 1/2th Street		Room 119	Govington	GA	30014
Appling	Appling County Juvenile Drug Court	Pickens, Gilmer, Fannin	400 W. Main Street		Suite 802	Blue Ridge	GA	30514
Ball-Fernbach	Forsyth County Youth Accountability and Substance Abuse Court (YASAC)	Forsyth	395 Peach Street		Suite 100	Atlanta	GA	30340
Chatham	Columbia/Muscogee County Juvenile Drug Court	Muscogee	842 Second Avenue			Columbus	GA	31502, 3140
Cobb	Cobb County Juvenile Treatment Court	Cobb	128 County Services Parkway, SW			Marretta	GA	30008
Conasa	Carroll County Juvenile Drug Court	Carroll	128 Newman Street			Carrollton	GA	30117
Conasa	Gwinnett County Juvenile Drug Treatment Court	Gwinnett				Macon	GA	31201
DeKalb	BBB County Juvenile Drug Court	BBB	505 BBB County Courthouse			Millersville	GA	31059
Douglas	Carroll County Juvenile Drug Court	Carroll	122 N. Wilkesville St.		Office 103	Conover	GA	30012
Douglas	Rockdale County Juvenile Drug Court	Rockdale	522 Courthouse Street, NE			Dawson	GA	30083
Eastman	Rockdale County Juvenile Drug Court	DeKalb	4909 Memorial Drive			Deerfield	GA	30148
Eastman	Appalachian Judicial Circuit Adult Veterans Drug Court	Fannin, Gilmer, Pickens	50 North Main Street			Deerfield	GA	30148
Atlantic	Albany Judicial Circuit Veterans Court	Liberty	1135 A Jefferson St			Atlanta	GA	30318
Chatham	Fulton County VETS Court Program	Fulton	200 10th St.			Columbus	GA	31901
Chatham	Muscogee County Veterans Court	Muscogee	70 Haynes Street			Marretta	GA	30090
Chatham	Cobb Veterans Court	Cobb			Room 204	Savannah	GA	31401
Chatham	Newton Veterans Court	Newton	133 Montgomery Street			Forsyth	GA	31029
Chatham	Cartersville Veterans Court	Cartersville	244 E. Johnson Street PO Box 6116					
Chatham	Towhee Judicial Circuit Veterans Court	Bulls, Lamar, Monroe						
Chatham	Hall County Veterans Court	Hall						
Chatham	Western Judicial Circuit Veterans Court	Clarke, Oconee	735 James Brown Blvd.		Suite 2200	Augusta	GA	30901
Chatham	Augusta Judicial Circuit Drug Program	Richmond, Columbia, Burke	310 Bibb County Courthouse			Macon	GA	31202
Chatham	BBB County Veterans Treatment Court	BBB, Peach, Crawford	51 E. Perry Street		Suite 28051	Newton	GA	30063
Chatham	Gwinnett County Veterans Treatment Court	Gwinnett	75 Langley Drive			Laverdelle	GA	30046
Chatham	BBB County Juvenile Mental Health Court	BBB				Wilson	GA	31405
Chatham	Charlham County Juvenile Mental Health Court	Charlham	197 Carl Griffin Drive			Savannah	GA	31405
Chatham	Fulton County Behavioral Health Court (PARTNERS)	Fulton						
Chatham	Henry County Juvenile Mental Health Court	Henry						
Chatham	1.	Henry						
Chatham	DeKalb Juvenile Drug Court Journey Program	DeKalb	4389 Memorial Drive		Ground Floor	Decatur	GA	30032
Chatham	Newton County Resource Court - Mental Health	Newton	1124 Clark Street		Ground Floor	Conover	GA	30014
Chatham	Appalachian Mental Health Court	Walton	1124 Clark Street			Conover	GA	30014
Chatham	Fulton County Mental Health Court- Spangor Court	Pickens, Gilmer, Fannin	50 North Main Street			Jasper	GA	30143
Chatham	Augusta Judicial Circuit Behavioral Health Court	Columbia, Richmond	1135 A Jefferson Street		Suite 2200	Atlanta	GA	30318
Chatham	Forsyth County Mental Health Court (CMH)	Forsyth	735 James Brown Blvd.		Suite 4983	Augusta	GA	30901
Chatham	Muscogee County Mental Health Court	Muscogee	101 10th Street			Columbus	GA	31901
Chatham	Cobb Mental Health Court	Cobb	30 Verdell Street		Suite 3400	Atlanta	GA	30090
Chatham	Coweta County Adult Mental Health Court	Troup	100 Kieley Avenue			Laverdelle	GA	30046
Chatham	Douglas County Adult Mental Health Court	Douglas	225 Pine Avenue			Atlanta	GA	31702
Chatham	Douglas County MHI/SA Court	Charlham	204 Charlham County Courthouse, 133 Montgomery Street			Dalhousie	GA	31401
Chatham	Eastern Judicial Circuit Mental Health Court	Charlham, Union, Towns, White	325 Riley Road			Savannah	GA	31401
Chatham	Eastern Mental Health Court	Lumpkin, Union, Towns, White	141 Henry Parkway			McDonough	GA	30255
Chatham	Henry County Resource Court	Henry	75 Langley Dr.			Lawrenceville	GA	30046
Chatham	Gwinnett County Mental Health Court	Gwinnett						
Chatham	Rockdale Mental Health Court	Rockdale						
Chatham	BBB County Mental Health Court	BBB	602 Mulberry St		Suite 310	Macon	GA	31201
Chatham	Hall County Mental Health Court	Hall	1720 Main Street		Suite E	Gallaxville	GA	30504
Chatham	Dawson County Mental Health Court	Dawson	1389 Hwy. 53 W. Suite 106			Dawsonville	GA	30534
Chatham	Bulloch County Mental Health Court	Bulloch	39 N. Muldun Street			Stathosboro	GA	30488
Chatham	Bulloch County Accountability/Treatment Court	Barrow	652 Barrow Road Drive			Winder	GA	30680
Chatham	Piedmont WIH-C	Barrow, Jackson	652 Barrow Road Drive			Winder	GA	30680
Chatham	Jackson/BBB WIH-C	Mitchell						
Chatham	Metropolitan County Mental Health and Substance Abuse Treatment Court	Bulls, Lamar, Monroe	244 E. Johnson Street PO Box 6116			Forsyth	GA	31029
Chatham	Towhee Judicial Circuit Mental Health Court	Bulls, Pierce, Ware	800 Church Street		Suite 2198			
Chatham	Rome Circuit Mental Health Court	Rome						
Chatham	Thalassios Circuit Mental Health Court	Thalassios						
Chatham	Spalding County Mental Health and Veterans Court	Spalding, Polk						
Chatham	Adair-Clarke County Mental Health Court	Clarke	925 E. Washington Street		Suite 530	Athens	GA	30601



State of Georgia

State Entity Standard Contract

Attachment 3 – Contractor's Final Response

# Event Details

## PeopleSoft Strategic Sourcing

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
47100-GBI0000165	Sell	RFx	1
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Reagent Rental Agreement for Drug Testing			
<b>Start Time</b>	<b>Finish Time</b>		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

## Event Description

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposals (eRFP) is being issued to establish a contract with a qualified supplier who will provide Medical Cost Containment Services Solution to the Criminal Justice Coordinating Council (hereinafter, the State Entity) as further described in this eRFP.

No questions other than written will be accepted.

## General Questions

Question	UOM	Best	Worst	Response
----------	-----	------	-------	----------

Georgia Based

Are you a Georgia Based company as defined by the eRFQ Instructions attachment?

Yes

Required: Yes Mandatory Response: No

### Response Comments

Small Business

Are you a Small Business?

Yes

Required: Yes Mandatory Response: No

### Response Comments

Have you read and do you agree to the Certificate of Independent Price Determination and Certificate of Non-Collusion as stated in the eRFQ Instructions attachment?

Yes

Required: Yes Mandatory Response: No

### Response Comments

Do you have any exceptions to the Agency Standard Contract as attached?

If yes, any exceptions to the contract must be in an original document using track changes functionality and may not be submitted in the form of highlighted changes to the original contract.

If yes, you must provide these terms by as an attachment by clicking on the link to the right "Add Comments or Attachments".

No

Required: Yes Mandatory Response: No

# Event Details (cont.)

## PeopleSoft Strategic Sourcing

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
47100-GBI0000165	Sell	RFx	2
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Reagent Rental Agreement for Drug Testing			
<b>Start Time</b>	<b>Finish Time</b>		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

### Response Comments

Question	UOM	Best	Worst	Response
Have you completed the Mandatory Response worksheet as defined in the eRFP document?		Yes		

Required: Yes Mandatory Response: Yes

### Response Comments

Is your company a scrutinized company?

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company". A scrutinized company is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. Section 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on state contractors for three or more years, and/or any other available remedy. If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with the State Entity unless DOAS makes a determination in accordance with O.C.G.A. Section 50-5-84 that it is in the best interests of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact both DOAS and the Issuing Officer immediately.

Please make a selection from the three options:  
 A. I certify my company is NOT a "scrutinized company"  
 B. I certify my company is a "scrutinized company"  
 C. I certify I have requested and received written permission from DOAS to submit a response to this Event in accordance with O.C.G.A. Section 50-5-84.

Options: A  
 B  
 C

Required: Yes Mandatory Response: No

Select One

# Event Details (cont.)

## PeopleSoft Strategic Sourcing

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
47100-GBI0000165	Sell	RFx	3
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Reagent Rental Agreement for Drug Testing			
<b>Start Time</b>	<b>Finish Time</b>		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

**Response Comments**

Question	UOM	Best	Worst	Response
----------	-----	------	-------	----------

Company Information

Have you provided your company and contact information? You must provide this information as an attachment by clicking on the link to the right "Add Comments or Attachments."

Yes

Required: Yes Mandatory Response: No

**Response Comments**

Are you a Women-Owned business?

A business that is at least 51% owned and controlled by one or more women, and primarily managed by one or more women.

No

Required: Yes Mandatory Response: No

**Response Comments**

Are you a Veteran-Owned Small business?

Veteran-Owned Small Business as used in this provision means a small business that: (i) is at least 51% unconditionally owned by one or more veterans (as defined at 38 U.S.C 101(2)); or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans; and (ii) whose management and daily business operations are controlled by one or more veterans.

No

Required: Yes Mandatory Response: No

**Response Comments**

# Event Details (cont.)

## PeopleSoft Strategic Sourcing

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
47100-GBI0000165	Sell	RFx	4
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Reagent Rental Agreement for Drug Testing			
<b>Start Time</b>	<b>Finish Time</b>		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

Question	UOM	Best	Worst	Response
Can your company be classified as a Minority Owned Business?				

Select the option(s) below that correctly identifies your company based on the below definition of a minority business.

A Minority Business enterprise means a small business concern which is at least 51% owned and controlled by one or more minorities and is authorized to do and is doing business under the laws of the State of Georgia, paying all taxes duly assessed and domiciled within this state (Official Code of Georgia Annotated §50-5-131).

- Options:
- African American
  - Asian American
  - Hispanic/Latino
  - Native American
  - Pacific Islander
  - Not Applicable

Required: Yes Mandatory Response: No

Select All That Apply

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Response Comments

Have you submitted a completed Tax Compliance form?

To be eligible for contract award, the supplier must not owe taxes to the State of Georgia. Also, in accordance with Official Code of Georgia Annotated §50-5-82, the State Entity is prohibited from awarding any contract valued at more than \$100,000.00 to a nongovernmental vendor if that vendor or an affiliate of the vendor is a "dealer" failing or refusing to collect sales or use taxes on its sales delivered to Georgia. Each Supplier must submit a completed Tax Compliance Form (SPD-SP045), which has been provided as a downloadable document by accessing the link below. In the event the Supplier is being considered for contract award (and the contract is valued at more than \$100,000.00), the information provided in the Tax Compliance Form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the Supplier is a "prohibited source" or has other tax deficiencies. The State Entity reserves the right to submit the Supplier's completed form to DOR for review even if the contract is valued at less than \$100,000.00. Download the Tax Compliance form using the link below and upload the completed form as part of your response:

<http://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/SPD-SP045TaxComplianceForm.doc>

Any Offeror identified as a prohibited source will be ineligible for award. Accordingly, the Offeror is strongly encouraged to check its tax status now and

# Event Details (cont.)

## PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47100-GBI0000165	Sell	RFx	5
Event Round	Version		
1	1		
Event Name			
Reagent Rental Agreement for Drug Testing			
Start Time	Finish Time		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

resolve any outstanding tax liabilities prior to submitting this response. Department of Revenue has identified the following source to allow Offerors to check current tax status:

<http://www.etax.dor.ga.gov/> Yes

Required: Yes Mandatory ResponseNo

**Response Comments**

Georgia Security Immigration

Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the State Entity in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. To be eligible for contract award, the supplier must return the attached form. Because this form must be signed and notarized, the supplier must comply with the State Entity's instructions for mailing and receiving this form. Does the supplier agree to fully comply with this requirement?

Yes

Required: Yes Mandatory Response: No

**Response Comments**

Reciprocal Preference Law O.C.G.A. §50-5-60(b) In which state is your company domiciled?

For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia.

NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

- Options:
- Alabama
  - Alaska
  - Arizona
  - Arkansas
  - California
  - Colorado

Select One

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# Event Details (cont.)

## PeopleSoft Strategic Sourcing

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
47100-GBI0000165	Sell	RFX	6
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Reagent Rental Agreement for Drug Testing			
<b>Start Time</b>		<b>Finish Time</b>	
03/21/2022 10:36:04 EDT		04/28/2022 10:36:00 EDT	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

Question	UOM	Best	Worst	Response
Connecticut				_____
Delaware				_____
Washington DC				_____
Florida				_____
Georgia				_____
Hawaii				_____
Idaho				_____
Illinois				_____
Indiana				_____
Iowa				_____
Kansas				_____
Kentucky				_____
Louisiana				_____
Maine				_____
Maryland				_____
Massachusetts				_____
Michigan				_____
Minnesota				_____
Mississippi				_____
Missouri				_____
Montana				_____
Nebraska				_____
Nevada				_____
New Hampshire				_____
New Jersey				_____
New Mexico				_____
New York				_____
North Carolina				_____
North Dakota				_____
Ohio				_____
Oklahoma				_____
Oregon				_____
Pennsylvania				_____
Rhode Island				_____
South Carolina				_____
South Dakota				_____
Tennessee				_____
Texas				_____
Utah				_____
Vermont				_____
Virginia				_____
Washington				_____
West Virginia				_____
Wisconsin				_____
Wyoming				_____
Other				_____

Required: Yes Mandatory Response: No

**Response Comments**



# Event Details (cont.)

## PeopleSoft Strategic Sourcing

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
47100-GBT0000165	Sell	RFX	7
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Reagent Rental Agreement for Drug Testing			
<b>Start Time</b>	<b>Finish Time</b>		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

Question	UOM	Best	Worst	Response
Please provide the following information for your company: Company Full Legal Name Address Authorized Contact Person's Name Contact Person's Telephone Number Contact Person's Email address				

Required: Yes Mandatory Response: No

**Response Comments**

Please select the option that most accurately defines your company, based on the definitions below.

\*\*\*Georgia Resident Business means any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

\*\*A Small business is defined as a business that is independently owned and operated. In addition, such a business must either have fewer than 300 employees or less than \$30 million in gross receipts per year.

\*A Georgia Resident Small Business would be a business that meets the requirements for both a Georgia Resident and Small Business.

Also, the State encourages all companies to sub-contract portions of any state contract to small and minority business enterprises. Suppliers interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated Section 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Vendor Relations Administrator:

Vendor Relations Administrator  
 Department of Administrative Services  
 200 Piedmont Avenue, S.E.  
 Suite 1308, West Tower  
 Atlanta, Georgia 30334 9010  
 Telephone: (404) 657-6000  
 Fax: (404) 657-8444

Options: Georgia Resident Business  
 Georgia Resident Small Business

Select One

# Event Details (cont.)

## PeopleSoft Strategic Sourcing

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
47100-GBI0000165	Sell	RFx	8
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Reagent Rental Agreement for Drug Testing			
<b>Start Time</b>	<b>Finish Time</b>		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

Question	UOM	Best	Worst	Response
Small Business Not Applicable				_____
Required: Yes Mandatory Response: No				_____

**Response Comments**

### Line Details

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 1	<b>UOM:</b> Batch Lot	<b>Bid Qty:</b> 0
<b>Required:</b> No <b>Reserve Price:</b> No				

**Description:** FY22 - Reagent Rental Agreement for Drug Testing Instruments and Supplies

Question	UOM	Best	Worst	Response
What is your bid price?		0		_____
Required: Yes Mandatory Response: No				_____

**Response Comments**

# Event Details (cont.)

## PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47100-GBI0000165	Sell	RFx	9
Event Round	Version		
1	1		
Event Name			
Reagent Rental Agreement for Drug Testing			
Start Time	Finish Time		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

Event Currency: US Dollar  
 Bids allowed in other currency: No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

## Appendix A - Line Specifications

Line: 1 Item ID: UOM: Batch Lot  
 Description: FY22 - Reagent Rental Agreement for Drug Testing Instruments and Supplies

Item Specifications	
<b>Manufacturer:</b>	<b>Mfg Item ID:</b>
<b>Item Length:</b> 0	<b>Item Height:</b> 0
<b>Item Width:</b> 0	<b>Dimension UOM:</b>
<b>Item Volume:</b> 0	<b>Volume UOM:</b>
<b>Item Weight:</b> 0	<b>Weight UOM:</b>
<b>Item Size:</b>	<b>Item Color:</b>

Shipping Information	
<b>Schedule:</b> 1	<b>Ship To:</b> S Criminal Justice Council
<b>Quantity:</b> 1	Criminal Justice Coordinating Council
<b>Due Date:</b> 05/03/2022	104 Marietta Street
<b>Freight Terms:</b>	Suite 440
<b>Ship Via:</b> Common Carrier	Atlanta GA 30303
	United States

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47100-GBI0000165	Sell	RFx	10
Event Round	Version		
1	1		
Event Name			
Reagent Rental Agreement for Drug Testing			
Start Time	Finish Time		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

Event Currency: US Dollar  
 Bids allowed in other currency: No

**Bidder:** ALLIANCE RECOVERY CTN  
 1116 E PONCE DE LEON AVE  
 DECATUR GA 30030  
 United States

**Submit To:** GA Bureau of Investigation  
 Georgia Bureau of Investigation  
 Attn: Finance Office  
 P. O. Box 370808  
 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

## Appendix B - Terms & Conditions

1. Introduction. The Team Georgia Marketplace is provided by the Georgia Department of Administrative Services ("DOAS") and its partners and serves as an electronic tool to support various state purchasing functions, such as registration of bidders and suppliers, advertisement of contract opportunities, electronic bidding, and contracts management. Access to and/or use of the Team Georgia Marketplace is governed by these Terms & Conditions. DOAS reserves the right to change the Terms & Conditions at any time with or without notice by posting revisions. You are responsible for reviewing these Terms & Conditions as well as any subsequent changes to the Terms & Conditions. Unless otherwise specified, any changes will be effective when posted. YOUR ACCESS TO OR USE OF THE TEAM GEORGIA MARKETPLACE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS & CONDITIONS, INCLUDING ANY CHANGES THAT EXIST WHEN YOU RE-ACCESS THE TEAM GEORGIA MARKETPLACE. IF YOU DO NOT AGREE WITH THESE TERMS & CONDITIONS, DO NOT USE THE TEAM GEORGIA MARKETPLACE.
2. Definitions. "You" and "your" refer to the individual accessing this System as well as the legal entity the individual is representing. "System" shall mean DOAS' eSource system and the Team Georgia Marketplace, including but not limited to the PeopleSoft® Supplier Relationship Management, Purchasing and other Financial modules. "DOAS", "we", "us" and "our" refer to the Georgia Department of Administrative Services.
3. Acceptance of These Terms. By accessing or using the System, you agree that (1) you have read and understood these Terms & Conditions and (2) you are bound by the Terms & Conditions during your access to and/or use of the System.
4. Registration. By registering and establishing certain account and password information, you will gain access to certain information, services and/or materials maintained on this System. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE MOST CURRENT AND ACCURATE INFORMATION FOR YOUR BUSINESS. FAILURE TO PROPERLY MAINTAIN YOUR ACCOUNT MAY LEAD TO YOUR INABILITY TO FULLY UTILIZE THE SYSTEM, INCLUDING BUT NOT LIMITED TO YOUR ABILITY TO RECEIVE CERTAIN EMAIL NOTICES OF BUSINESS OPPORTUNITIES. As part of properly maintaining your account, you must immediately deactivate registered representatives of your company who are no longer authorized to represent your company (e.g. terminated employees, etc.). DOAS reserves the right to assign expiration dates to registrations, classify registrations as inactive, or remove registrations when to do so is in our best interests. Please note the System's acceptance of your registration is not an indication that you are eligible for contract award. In addition, DOAS reserves the right to charge a fee for the provision of certain services, including, but not limited to, the provision of certain notification emails.
5. Use of the System. You are responsible for all content that you post, e-mail, transmit, upload or otherwise make available through the System. You agree not to use the System to make available any content that: (1) is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable; (2) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (3) contains unauthorized advertising or solicitations; (4) is intended by you to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or materials on the System; or (5) is misleading, false, fraudulent or criminal. You are responsible for maintaining the confidentiality of your password and any membership account information. You agree to immediately notify us of any unauthorized use of your password or other membership account information and further agree to indemnify and hold us harmless for any improper or illegal use of your password.
6. No Guarantee of Privacy. Your access to and/or use of the System may be subject to monitoring or tracking. Any and all materials entered into the System shall be considered "public records" and shall be subject to public disclosure in accordance with the Georgia Open Records Act.
7. Right to Restrict or Prohibit Access. You acknowledge and agree that DOAS may change, modify, amend, suspend or discontinue any aspect of the services or the System, at any time, without notice and without liability to you or to any third party. DOAS may impose limitations on the use of the System, including, but not limited to, limiting the time in which the System may be accessed and/or limiting the type or volume of materials which may be uploaded to the System. You are strongly cautioned to maintain your own records as any and all information contained on the System may be removed at DOAS' discretion at any time. DOAS may, at its sole and absolute discretion, refuse to accept your registration and may, at any time after accepting registration, refuse to permit your continued use of the System for any reason. In addition, in the event you violate the Terms & Conditions, we reserve the right to seek other appropriate remedies against you, including, but not limited to voiding contract award(s), suspension, debarment, criminal proceedings and any other remedies permitted by law.

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47100-GBE0000165	Sell	RFx	11
Event Round	Version		
1	1		
Event Name			
Reagent Rental Agreement for Drug Testing			
Start Time	Finish Time		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

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 1116 E PONCE DE LEON AVE  
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**Submit To:** GA Bureau of Investigation  
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 Decatur GA 30037-0808  
 United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov

8. **DISCLAIMER OF WARRANTIES.** DOAS does not represent or warrant that the System will operate uninterrupted or error-free. The System and any information or material contained on the System is provided to you on an "as is" and "as available" basis. Any material downloaded or otherwise obtained through the use of the System is done at your own discretion and risk and you shall be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. All conditions, representations and warranties, whether express, implied, statutory, or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed. No advice or information, whether oral or written, obtained by you from the service shall create any warranty. DOAS is not liable and shall have no responsibility of any kind to you for any loss or damage that you incur in the event of (i) any failure or interruption of the System; (ii) any act or omission of any third party involved in making this System or the data contained herein available to you; (iii) any other cause relating to your access or use, or inability to access or use, any portion of this System or materials on this System, whether or not the circumstances giving rise to such cause may have been within the control of DOAS or of any vendor providing software, services or support. In no event will DOAS be liable to you for any direct, special, indirect, consequential, or incidental damages or any other loss or damages of any kind even if DOAS has been advised of the possibility thereof.
9. **Software & Third Party Content.** Information presented on the System is collected, maintained, and provided by DOAS, its partners, and other government entities. While every effort is made to keep such information accurate and up-to-date, DOAS does not certify the authenticity of any information that is provided on this System. Under no circumstances will DOAS be liable for any actions taken or omissions made from reliance on any information contained herein from whatever sources nor will DOAS be liable for any other consequences from any such reliance. Further, certain information and content available on the System may be provided by one or more third parties under license to DOAS ("Third Party Content"). The Third Party Content is, in each case, the copyrighted work of the creator/licensor. Without the consent of the applicable third party licensor, you shall only have the right to display the Third Party Content on your personal computer and to view such content for your personal use. Any use of the software other than as required to navigate the System and utilize the functionality offered through the System is expressly prohibited. No right to copy, distribute (in any manner through any means including without limitation rent, sales, lease, loan, or transfer), publicly display, publicly perform or modify the software accessible on the System is granted, or may be implied by these Terms & Conditions. You may not decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code to the software without the express written permission of the creator/licensor.
10. **Links to Third Party Web Sites.** The System may contain links to other websites that are not under the control of or maintained by DOAS. You acknowledge that DOAS is providing these links to you only as a convenience and such provision of these links does not imply endorsement by DOAS of the websites or any part of its contents. You further agree that DOAS is not responsible for the content or links displayed on such websites.
11. **Indemnification.** You hereby waive, release, discharge and agree to indemnify, protect and save harmless the State of Georgia, its agencies, departments, authorities and instrumentalities, and the officers, directors and employees of each (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses caused by, growing out of, or otherwise happening in connection with: (a) any breach of these Terms & Conditions hereof; (b) the violation of any applicable law, rule or regulation; or (c) damage to or destruction of tangible or intangible property (including data and software); (d) your misuse or modification of the System; in whole or in part caused by or resulting from any act or omission by you. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; or the claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, your indemnification obligation hereunder shall apply only to the extent that you contributed to the events. The foregoing indemnity is conditioned upon prompt written notice of any claim, action or demand for which indemnity is claimed.
12. **Relationship of Parties.** Each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended nor created by these Terms & Conditions.
13. **Miscellaneous.** Each party agrees to comply with all applicable laws, statutes, ordinances and regulations regarding use of the System including any transactions entered into as a result of use of the System. If any provision of these Terms & Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47100-GBI0000165	Sell	RFx	13
Event Round	Version		
1	1		
Event Name			
Reagent Rental Agreement for Drug Testing			
Start Time	Finish Time		
03/21/2022 10:36:04 EDT	04/28/2022 10:36:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bidder:** ALLIANCE RECOVERY CTN  
1116 E PONCE DE LEON AVE  
DECATUR GA 30030  
United States

**Submit To:** GA Bureau of Investigation  
Georgia Bureau of Investigation  
Attn: Finance Office  
P. O. Box 370808  
Decatur GA 30037-0808  
United States

**Contact:** LeVonn Jordan 404/657-1956  
**Phone:** 404/657-1956  
**Email:** Levonn.Jordan@cjcc.ga.gov




## CERTIFICATE OF NON-COLLUSION

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

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The 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
7. 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.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Siemens Healthcare Diagnostics Inc.
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Aaron Gray Sr. VP Customer Finance
<b>Date:</b>	4/5/2022
<b>Company Address:</b>	511 Benedict Avenue Tarrytown NY 10591
<b>FAX Number:</b>	919-319-2680
<b>Email Address:</b>	Email.us@siemens.com
<b>*This table must be completed in its entirety by the supplier.</b>	







## TAX COMPLIANCE

### INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: **Siemens Healthcare Diagnostics, Inc**
- Physical Location Address: 511 Benedict Avenue, Tarrytown, NY 10591
- Federal Identification Number (FEI): 95-2802182
- Have you ever been registered with Georgia Department of Revenue? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 20021064644
  - Sales and Use Tax Number: 175-591738
  - Withholding Tax Number: 1891293-BT
- What type of service will you perform?
- Will you sell any tangible personal property or goods?
- Supplier's Affiliate's Name:
  - FEI:
  - STI:
  - Sales and Use Tax Number:
  - Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Caroline Ochital
  - Telephone Number: 732.321.3161
  - E-mail Address: [caroline.ochital@siemens-healthineers.com](mailto:caroline.ochital@siemens-healthineers.com)

### NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. **MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.**

STATE ENTITY: Please submit this form via email to DOR at [compliance-state-con@dor.ga.gov](mailto:compliance-state-con@dor.ga.gov) for processing in accordance with the *Georgia Procurement Manual*.

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

159048

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Siemens Healthcare Diagnostics Inc.  
Name of Contractor

\_\_\_\_\_  
Name of Project

State of Georgia  
Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on April 26, 2022 in ALPHARETTA (city), GEORGIA (state).

[Signature]  
\_\_\_\_\_  
Signature of Authorized Officer or Agent

Robert C Ferren  
\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 26th DAY OF APRIL, 2022.

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: July 20, 2025



### Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section with a "YES" to pass.

Any questions you answer with a "NO" will fail the technical requirements and results in disqualification of the proposal.

By answering "Yes," you indicate that you meet the individual requirements in the response block provided. **ONLY** upload documents if there is a Yes in the "Upload Attachs with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

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

Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Attachs with Additional Information?	Attachment File Name
<b>Proposal Factors</b>				
1	Supplier must be either a manufacturer or a manufacturer's representative of Drugs of Abuse Testing Instruments.	Yes	No	
2	Suppliers must offer an "all inclusive" Reagent Lease agreement which places the instruments, accessories and supplies in an Accountability Court location, at no costs, in exchange for an annual quantity commitment to purchase proposed numbers of reagents. The terms and conditions must not include provisions where taxes or fees can be added to orders or invoices nor may it allow for price increases.	Yes	No	
3	The Supplier must provide a dedicated representative to directly service this account. Name, Contact and Hours of Availability for proposed representative to service this contract.	Yes	No	
4	The Supplier's instruments must accompany lab management software with the capability to print customized chain of custody forms, complete with removable barcoded labels for specimen identification and processing.	Yes	No	
5	The Supplier must support information technology integration activities, deemed necessary to facilitate the operations of the State's case management system.	Yes	No	
6	The State of Georgia follows the Federal Information Security Management Act (FISMA) and supporting documentation from NIST. Suppliers must allow the State the provision for conducting a security audit, at its discretion.	Yes	No	
7	The State requires that all data resides in locations under the jurisdiction of the United States, including data at rest. The Supplier shall provide its services to the State of Georgia and its end users solely from data centers in the U.S. The service provider shall not allow its personnel or contractors to store State of Georgia data on portable devices including personal computers, except for devices that are used and kept only at its U.S. data centers. The Supplier shall only permit its personnel and contractor to access State of Georgia data remotely only as required to provide service or technical support.	Yes	No	
8	The Supplier shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty.	Yes	No	
10	The Supplier shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among its employees and agents.	Yes	No	

## Mandatory Scored Questions

Offerors must answer all the questions in this spreadsheet in the cell provided.

Failure to answer these questions will result in disqualification of the proposal.

Offerors must indicate whether their proposal meets the individual requirement and provide a supporting narrative in the space provided. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachments with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

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

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attachments with Additional Information?	Attachment File Name
1	<p><b>Corporate Capabilities</b></p> <p>Provide a profile of the company citing its experience with providing instruments for the purpose of analyzing drugs of abuse. The profile should include years of experience, its capability for meeting or exceeding industry standards, and State and Federal requirements. Describe any unique company capabilities.</p>	<p>Syva Company was founded in 1966 as a joint venture between Syntex Corporation, a healthcare company, and Varian Associates, an instrument and electronics manufacturer, to research new methods of biochemical testing. In the 1970s, the development of EMIT – Enzyme Multiplied Immunoassay Technique led to further development of enzyme related immunoassays by the Syva Company. EMIT branded products were officially released in 1972 by The Syva Corporation.</p> <p>For over 56 years, Syva has been a leading developer and manufacturer of drugs-of-abuse testing. Syva has continued to respond to the changing needs of the laboratory with innovative products in the drug monitoring and laboratory diagnostic markets. Our customers range from independent treatment facilities, drug courts, pretrial services, criminal justice labs, hospitals, Federal Department of Corrections, and toxicology and reference laboratories. In order to meet the diverse needs of our customers we offer a wide range of instrument based drug testing systems. Picking the right instrument combined with our EMIT reagents provide the flexibility and capacity to meet your drug testing needs. The Syva Division within Siemens Healthineers offers quality service, responsiveness, outstanding business relations, efficient management of key personnel, superior customer service, and overall corporate excellence.</p>	No	

2	<p>Please include a description of the instruments and product offerings to be included within this proposal. Identify the instruments by name, and ranges of thru put as well as the data management functionality and process workflow of the instrument.</p>	<p>Siemens is offering the following 4 analyzers with this offer:</p> <p><b>Viva-ProE® Drug Testing System</b>  Powered by EMIT® technology, the Viva-ProE™ System utilizes advanced instrumentation and intuitive integrated software to help mid-volume drug-testing laboratories optimize efficiencies, workflows, and workspaces. In addition the Viva-ProE™ System along with the DataGains DIMS LIS is compatible to meet your drug testing reporting needs. With onboard waste and water storage, a touch screen driven operating system, and full sample-testing capacity, the Viva-ProE System has been designed to perform at the highest levels of analysis—all within a small, bench-top footprint.</p> <ul style="list-style-type: none"> <li>• Up to 133 EMIT® tests/hour</li> <li>• 50 sample onboard capacity</li> <li>• 10 open channels</li> <li>• 12 EMIT methods onboard</li> <li>• Results in as little as 10 minutes</li> <li>• Liquid, ready-to-use reagents</li> </ul> <p><b>Onsite V-Twin® Drug Testing System</b>  The V-Twin® System is a fast, easy-to-use system that the V-Twin® System that offers reliability, combined with flexibility and speed to make your job more efficient and your program more effective. With the V-Twin System, running Emit® quality drug testing on site is more convenient than ever.</p> <ul style="list-style-type: none"> <li>• Up to 260 EMIT tests/hour</li> <li>• 80 sample onboard capacity</li> <li>• 24 EMIT methods onboard</li> <li>• Continuous sample loading and true-random access capability</li> </ul>	No	
3	<p>Please identify experience offering Master Agreements with government clients at a State or Federal Level and briefly explain the nature and status of the agreements.</p>	<p>Siemens Healthcare Diagnostics Inc. has been awarded contracts for many years with various government agencies and large-scale laboratories throughout the United States. The United States Probation and Pretrial Services, The Department of Defense, Department of Veteran's Affairs, and various Georgia Accountability Courts, just to name a few. Siemens also has contracts with different criminal justice/drug courts across the country. The diversity of Siemens and Syva's rich, 56+ year history demonstrates our dedication and ability to work with a variety of governmental agencies and drug testing programs.</p>	No	
		Lease Agreement		

4	<p>Provide the Master Agreement proposed for establishing "all inclusive" Reagent Lease terms which places the equipment, accessories and supplies in an Accountability Court location, at no costs, in exchange for an annual commitment to purchase proposed numbers of tests. The terms and conditions must not allow provisions where taxes or fees can be applied to orders or invoices nor may it allow for price increases or changes not documented within the Master Agreement. Also note that the terms and conditions must not conflict with the State's contract terms or order of precedence. Do not include costs in the sample agreement.</p>	<p>See Siemens Attached Master Equipment and Products Agreements. To the best of our knowledge, Siemens has attached a Master Lease agreement that does not conflict with any of the State of Georgia's terms and conditions. Should Siemens be selected vendor of choice, and this response should have a term or condition that conflicts, Siemens will work with GA to develop a mutually acceptable agreement by post-award negotiations. Any changes or corrections will be submitted to your institution in writing prior to completion of the final mutually acceptable agreement.</p>	Yes	Master Lease Agreement
5	<p>The CJCC will extend the Master Agreement for execution by independent local courts and other jurisdictions while maintaining visibility to the status and terms of each agreement. Please confirm that the CJCC will receive notification of each agreement execution and the associated documents (i.e., executed lease with pricing terms). In addition, the CJCC requests a current account of all existing agreements between the Supplier and any accountability court in the State of Georgia.</p>	<p>Hannah Landers, Syva Sales Specialist will email a designated point of contact at the CJCC regarding agreement execution and the associated documents for each agreement. Attached is a current listing of accounts that have existing agreements with Siemens Healthcare Diagnostics as requested by #5 of the Lease Agreement Section.</p>	No	Attach Current Account listing
6	<p>Please describe how lease requests will be made from various points of contact throughout the State and linked to the Master Agreement. How will accountability be managed at the Corporate level down the customer and to the CJCC? Will the Supplier delegate any direct responsibilities to a third party or segment any portions of the agreement to an affiliate for responsiveness or responsibility?</p>	<p>Hannah Landers, Syva Sales Specialist for the State of Georgia will email a designated point of contact at the CJCC regarding agreement execution and the associated documents for each agreement. Amy Adkins, Syva Sales Consultant is designated to serve as the backup point of contact for the duration of this contract. Hannah or Amy will be available to discuss, ensure compliance and resolve all issues related to effectively managing this contract. Services will be initiated by the Syva Sales Specialist (SSS) covering Georgia, Hannah Landers. Hannah Landers, Syva Key Consultant will be responsible for producing the proposal after qualifying the instrument type, sample volume, and reagent menu. Upon execution of the agreed proposal, Hannah will coordinate the installation and validation of the instrument as well as training for the operator. This timeframe of completion after receiving an executed contract is approximately 4 – 6 weeks.</p> <p>Amy Adkins, Syva Key Consultant will serve as a backup contact on this contract.</p>	No	<p>Siemens is the responsible for the management of all aspects of the contract with the CJCC, however, some services will be delegated to our third-party providers who provide installation, service, and support of the following:</p> <ul style="list-style-type: none"> <li>☑Water system and service</li> <li>☑DataGains Data and Case Management system and service</li> <li>☑Beckman Coulter AU Service</li> </ul>

7	<p>Please describe the process for coordinating delivery, removal of existing equipment, set up, calibration, validity testing and training. Provide a sample schedule/timeline for the time between selection and agreement execution, to becoming operationalized.</p>	<p>Removal of equipment will occur 4 - 6 weeks after written notice is received from a customer requesting termination of the contract.</p> <p>For the new Viva systems, the process for handling delivery and removal of existing equipment is managed through the Siemens Logistical and Service teams. Siemens Engineers will manage the removal of any existing equipment and assist in coordinating the delivery of new equipment. The removal and delivery of new Beckman Coulter equipment are managed directly through Beckman Coulter and its Service Engineers. Upon delivery of new equipment, Siemens and/or Beckman Coulter Service Engineers will complete the mechanical installation of the new equipment in addition to system calibration. After the Engineers complete the mechanical installation and system calibration, our Siemens Technical Application Specialist (TAS) will come on-site to complete the assay validation process, method correlation, and additional operator training that may be needed.</p> <p>Siemens will work closely with facilities to ensure a thorough and smooth operator training program is in place. Siemens provides customers with offsite, onsite, online and ongoing training opportunities. For the Viva Systems, Siemens will contact you to schedule system training at our training facility located in Glasgow, Delaware. The operator training class includes hotel, airfare, and meals. Training on the AU480 and Dx700 analyzers is provided in a Virtual Instrument operator training format from the manufacturer, Beckman Coulter.</p>	<p>Yes</p> <p>GA Installation Timeline AU/Viva Systems (2)</p>
<p align="center"><b>Service and Support</b></p>		<p>Siemens Healthcare Diagnostics Inc. has a total team of specialists including the following to provide service and support to the State of GA:</p> <ul style="list-style-type: none"> <li>• <b>Annah Landers</b> – Syva Sales Specialist – Direct Point of Contact</li> <li>• <b>Cell:</b> 770-235-8979</li> <li>• <b>etia.Landers@Siemens-Healthineers.com</b></li> <li>• <b>Annah</b> will be responsible for all the Georgia Drug Courts that are Siemens's customers. She will be available Monday – Friday 8:00 – 5:00 standard business hours.</li> <li>• <b>my Adkins</b> - Syva Key Consultant, - 2nd Point of Contact</li> <li>• <b>36-255-9097</b></li> <li>• <b>my.K.Adkins@Siemens-Healthineers.com</b></li> <li>• <b>Michael Tanous</b> - Syva Sr. Applications Specialist</li> <li>• <b>Siemens/Beckman Field Service Engineers</b></li> <li>• <b>Siemens Northway</b> - Syva East Regional Manager</li> <li>• <b>Diana Bourghol</b> - Syva Director</li> </ul>	<p>No</p>
8	<p>Please describe the territory and account management profile identifying the name of the dedicated representative to directly service this account. The Supplier should include the name, business hours and the weekly number of hours dedicated towards availability for this contract.</p>		

Please describe the availability of service technicians and their average proximity to various court locations within the State. What is the anticipated frequency for routine calibration and other scheduled maintenance? What protocols are in place for service technicians? Will documentation be provided about the status of the equipment?

**V-Series**

The Viva-ProE® will receive 1 preventative maintenance visit and the V-Twin® will receive 2 preventative maintenance visits. The customer service engineers are classroom trained to install, repair, and maintain the Syva products by the instrument manufacturer. A service technician is also expected to be familiar with the normal operation of the instrument as described in the operator manual and the special operations as described in the Service manual. The class concludes with a proficiency test. We currently have 5 engineers in GA, 5 are currently Syva trained, 2 live in metro Atlanta, 1 in Columbus, 1 in Augusta and 1 in Brunswick. When a service call is completed a pdf file with call details is emailed to the customer.

**AU**

The AU analyzers are maintained and serviced by the manufacturer, Beckman Coulter. The AU480 and DxC700 analyzers have two preventative maintenance visits per year. There are a total of 15 engineers trained on AU products in Georgia. Service Training and mentoring are both components of training required for an engineer to be able to support the various AU product lines. The AU480/DxC 700 AU are separate products, and each has a three week training class in Brea. Additionally, the mentoring phase can take from 30-45 days and is performed in the field with a qualified mentor who verifies that the trainee is ready to handle service calls. When a service call is completed, the FSR sends an email to the customer.

When an instrument is in operation, most customers run calibration weekly and quality controls each day they are running samples. Calibration is running 2 calibrators (neg. and cutoff in duplicate) once placed on instrument and ordered

Yes

See attached Maintenance document for scheduled maintenance and frequency.



<p>Please identify common support concerns and causes for equipment of this nature and the measures implemented to prevent disruptions of service and maximum levels of production.</p>	<p>The training by the manufacturer is most important and will ensure a smooth and easy transition for your lab technicians. This valuable training is not available by 3rd party vendors.</p> <p>Siemens provides training at our Newark, DE training facility that is instructor-led and in front of analyzers and software. Training on the AU480 and DXC 700 AU is a 4-day virtual course taught by Beckman Coulter.</p> <p>Basic course objectives are as follows:</p> <ul style="list-style-type: none"> <li>• Acquire an understanding of the operation and function of the hardware components.</li> <li>• Perform the daily Start Up and End Process procedures.</li> <li>• Perform reagent blanks, calibrations, QC, routine, stat, and repeat sample analysis.</li> <li>• Interpret the data printout.</li> <li>• Use basic software menus and perform basic software operations.</li> <li>• Perform routine operation procedures.</li> <li>• Explain the different analyzer modes. Recover from Warm Up, Stop, and EM Stop.</li> <li>• Perform scheduled and as needed maintenance.</li> <li>• Identify and perform corrective actions for error flags and alarms.</li> <li>• Apply a logical thought process to troubleshooting problems.</li> </ul> <p>In addition to the training provided, Siemens offers comprehensive technical support through Global Call Centers, Technical Field Personnel, Advanced Global Product Support and Siemens.com on-line. The Syva Technical Solution Support Center is available twenty-four hours per day, seven days a week and provides trained personnel to resolve technical issues in a timely manner.</p>	<p>No</p>	
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11	<p>Please describe the methods and resources available to troubleshoot concerns/issues.</p>	<p>Support and maintenance, including preventive maintenance increases the instrument reliability, minimizes down time and assures performance to published specifications. The Standard Plus Service Agreement (8a – 5p, M-F) includes 1 or 2 preventive maintenance visits (depending upon the instrument) scheduled during normal business hours, unlimited service visits (labor and travel), and all necessary replacement parts, excluding disposables and customer maintenance and operation supplies, during normal business hours.</p> <p>The Technical Solutions Center (TSC) is Siemens Healthcare Diagnostics' front-line operation to resolve minor issues and get the equipment operational as fast as possible. Our TSC personnel, System Specialists, and Engineers possess a strong clinical and/or technical background. If our TSC personnel determine that more extensive on-site service is required, they will notify the local Field Service Representative (FSR). The Beckman FSR will call you to schedule a visit and determine if additional parts or resources may be required.</p> <p>TSC reps have completed manufacturer-authorized training courses and continue to receive the latest technical documentation. Although over 90% of the incoming calls can be corrected over the phone, if a Siemens Technical Representative or Beckman Field Service engineer is needed, one will be dispatched within 24 hours to the customer.</p>	No	
12	<p>Please describe the process for Accountability Courts to initiate a performance concern or a request of technical support. What is the expected "wait time" for live telephonic support and troubleshooting?          What is time commitment for having a representative on site for a service call? How frequent can "same day" service be expected? Please specify the maximum number of hours that equipment could remain "pending" an on-site service call.</p>	<p>The Technical Solutions Center (TSC) is Siemens Healthcare Diagnostics' front line operation to resolve minor issues and get the equipment operational as fast as possible. Our TSC personnel, System Specialists, and Engineers possess a strong clinical and/or technical background. If our TSC personnel determine that more extensive on-site service is required they will notify the local Field Service Representative (FSR). The Beckman FSR will call you to schedule a visit and determine if additional parts or resources may be required.</p> <p>TSC reps have completed manufacturer-authorized training courses and continue to receive the latest technical documentation. Although over 90% of the incoming calls can be corrected over the phone, if a Siemens Technical Representative or Beckman Field Service engineer is needed, one will be dispatched within 24 hours to the customer.</p>	No	
Technology				

13	<p>The instrument must be integrated with the State's case management system (currently under contract with Integrated Management Solutions and 5 Point solutions). Please provide expectations required to support at the file transfer such as the file types, layout, etc. Please describe resources (titles, locations and availability) and proposed roles and responsibilities to integrate with the instrument to the case management system used by the Accountability Courts.</p>	<p>Each donor will be associated with a Unique ID from either IMS or 5 points solutions. any results sent back to the respective case mgmt. system will be accompanied with the respective unique ID of the donor.</p> <p>Data transfer can be conducted in various ways.</p> <ol style="list-style-type: none"> <li>1. FTP file transfer. Datagain will work with the case mgmt. system to identify the right file format that can be consumed and the data uploaded.</li> <li>2. API – The DIMS Lab management system can consume an existing API from IMS/5 points and push the test results directly.</li> <li>3. API – The DIMS Lab management system can expose API's that allows both IMS/5 points to pull test data directly.</li> </ol> <p>The final data transfer methodology will be discussed and decided based on the capabilities of each system.</p> <p>The DIMS project manager assigned to GA will be responsible for the integration of DIMS with either 5 points or IMS.</p> <p>Role: Project Manager</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> <li>• Kickoff meeting with each of the project managers from 5 points/IMS</li> <li>• Review and understand the protocol for data transfer</li> <li>• Create a sandbox environment to test out the data transfer</li> <li>• Work with the lab and the courts to map the process</li> <li>• Select a data when User Acceptability Testing can begin</li> <li>• Go-Live</li> </ul> <p>The DIMS lab management system has interfaced with several case mgmt. system in the market today</p> <p>Interface # 1</p> <p>System: Quest</p> <p>Configuration: sFTP file transfer</p> <p>Location: Fort Wayne, Indiana</p> <p>Interface # 2</p> <p>System: Abbott ToxAccess</p> <p>Configuration: API</p> <p>Location: State of New Mexico, Various Locations</p> <p>Interface # 3</p> <p>System: SATS</p> <p>Configuration: sFTP</p> <p>Location: Rhode Island, Dept. of Corrections</p>
14	<p>Please describe where the company has supported technology integration with case management systems. Specify the name of the system, a description of the configuration and locations where the connectivity is operational.</p>	<p>No</p>

15	<p>Please describe the technological capabilities such printing customized chain of custody forms (complete with barcode labels for specimen identified). Please describe the instrument's ability to review results and control workflow. Describe reports and other functionality. Are capabilities available for web based data management? Can the user access data outside of the lab?</p>	<p>The DIMS lab management system is a cloud-hosted web-based data management system that can be accessed from any modern browser. An authorized user can access the data outside the lab.  Custom Printing: The Chain of Custody forms and the Barcodes can be customized as per the requirements of the lab. Electronic chain of custody forms are also available with digital signature capture to reduce paper usage and storage. The chain of custody can be downloaded and printed on demand.  The Lab software will interface with the chemistry analyzer and be responsible for sending assay codes for the respective barcode and receiving results from the analyzer. Results can be viewed directly via the browser. (See Attachment Donor Test History)</p> <p>Once the results are approved, they are released to the respective referral agencies. Referral agencies can log into DIMS directly and view the results. They can also run various reports. This removes the burden of downloading and sending the reports from the lab staff.</p>	yes	Attachment Donor Test History
16	<p>Please confirm where data is hosted and describe how data will be returned to the State or transferred to a replacement vendor upon contract termination. Please specify the form, timeframe and what roles and responsibilities would need to be assumed by the State or other Suppliers, if applicable.</p>	<p>DIMS lab management system is hosted in the AWS Government Cloud Servers in Oregon. A backup Disaster Recovery Site is operational in North Virginia.  The data is encrypted at rest and is stored in perpetuity. Upon termination of the contract, all data will be returned to the State upon request in CSV format.  Each lab will be assigned, support staff. To obtain a copy of the data, the lab can send a support email. All data can be made available within 5 business days after the termination of the contract. The lab can also automatically run reports and download the same data at their convenience from DIMS.</p>	No	
17	<p>How is data security maintained while stored and during transit?</p>	<p>Data is transmitted via HTTPS using SSL protocol. All data stored at rest is encrypted using AES-256 bit encryption. All passwords are one-way encrypted.</p>	No	

18	<p>Please confirm if demographic information for donors is available to be stored with the agency for future references. What level of data storage is provisional within the software agreement? What is the provision for data retention and recovery?</p>	<p>The DIMS lab management system can store several data points for each of the donors.</p> <ul style="list-style-type: none"> <li>•DOB</li> <li>•Race</li> <li>•Ethnicity</li> <li>•Gender</li> <li>•Education</li> <li>•Marital Status</li> <li>•Employment Status</li> <li>•Primary Income</li> <li>•Alias information</li> </ul> <p>DIMS also provides the capability to upload documents for each donor such as ROI, Assessments, Purchase Orders, etc.</p> <p>Data will be stored for the perpetuity of the contract. Once the contract ends, the data can be returned to the lab in CSV format, and then the data will be deleted. All data is backed up daily and all transactional data is backed up every 60 minutes. All files, images, and other uploads are stored in the AWS S3 bucket which is replicated across two AWS Gov Cloud regions.</p> <p>In the event of a natural disaster, DIMS will be moved from the primary site to the disaster recovery site within a 6-hour window.</p>	No	
19	<p>Please describe the frequency of system updates and upgrades and whether any delay in processing or interruptions in processing could be expected while software is being updated.</p>	<p>All system updates and patching to operating system software and hardware are managed by AWS every week. All updates are performed over the weekend on the test systems and once approved, the same updates are applied to the production environment the following week. These updates take place between the hours of 2 am and 4 am EST on Sunday mornings.</p> <p>DIMS lab management updates are done every two weeks or as requested based on issues and concerns brought up by the lab staff members. There will be a one-week notification between any updates to the system. We do not anticipate any delays in processing during the update. If there are any concerns, we are flexible with moving the updates to a different time.</p>	No	
<b>Invoices and Reports</b>				
20	<p>Please submit a sample of the invoice. Will it reflect the list price and discounts to verify that prices are according to the terms of the contract? Will invoices clearly summarize quantities and descriptions of reagents and supplies?</p>	<p>Attached is a Siemens Sample invoice that is provided to our current customers. The invoice references the PO# provided by the customer, address/delivery address of the account, contract number, price, qty, extended price, total, order entered by, contact name/number.</p>	Yes	Sample Invoice
21	<p>The CICC will require bi-annual reporting of contract activity resulting from the Master Agreement. Please show a sample of a report that will summarize all account activity by each location and with purchasing activity details such as the annual proposed quantities per reagent, totals ordered to date and the costs. Data that is delineated by reagent types and numbers of tests would be preferred.</p>	<p>Attached is a sample report that will summarize account activity for each location that utilizes the State of Georgia Master Agreement. The reports contains details such as proposed quantities per reagents, totals ordered to date and the costs. This report is subject to change based upon information that is requested by State of Georgia.</p>	Yes	Sample Report to CICC

22	<p>Each accountability court may require quarterly reporting of its locations' contract activity resulting from the Master Agreement. Please show a sample of a report that will summarize the account activity specific to each location and with details such as the annual proposed quantities per reagent, totals ordered to date and the expenses. Data that is delineated by reagent types and numbers of tests would be preferred.</p>	<p>Attached is a sample report that will summarize account activity for each location that utilizes the State of Georgia Master Agreement. The reports contains details such as proposed quantities per reagents, totals ordered to date and the costs. This report is subject to change based upon information that is requested by State of Georgia.</p>	Yes	Sample Report to Accountability Court
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The DIMS lab management system is a cloud-hosted web-based data management system that can be accessed from any modern browser. An authorized user can access the data outside the lab. Custom Printing: The Chain of Custody forms and the Barcodes can be customized as per the requirements of the lab. Electronic chain of custody forms are also available with digital signature capture to reduce paper usage and storage. The chain of custody can be downloaded and printed on demand.

The lab software will interface with the chemistry analyzer and be responsible for sending assay codes for the respective barcode and receiving results from the analyzer. Results can be viewed directly via the browser. (See Attachment Donor Test History)

Once the results are approved, they are released to the respective referral agencies. Referral agencies can log into DIMS directly and view the results. They can also run various reports. This removes the burden of downloading and sending the reports from the lab staff.

Custom Printing: The Chain of Custody forms and the Barcodes can be customized as per the requirements of the lab. Electronic chain of custody forms are also available with digital signature capture to reduce paper usage and storage. The chain of custody can be downloaded and printed on demand.

The lab software will interface with the chemistry analyzer and be responsible for sending assay codes for the respective barcode and receiving results from the analyzer. Results can be viewed directly via the browser.

**Donor Test History Details**

Patient ID: 12345678      Donor Name: John, John      Agency: Langhorne Production  
 Accession No.: 45678901      Downloaded By: Human, Nobby      Results Received Date: 10/17/2022 4:25:15 PM  
 Subsequent: Positive      Facility: S Pointe Clinic

TEST	UNIT	REFERENCE	OFFENSE	COLLECTION DATE	RESULTS DATE	COMMENTS
Amphetamine	µg/mL	0-10	Positive	10/17/2022 12:28:14 PM	10/17/2022 12:28:14 PM	
Marijuana	ng/mL	0	Positive	10/17/2022 12:28:14 PM	10/17/2022 12:28:14 PM	
Morphine/Naloxone	ng/mL	0	Positive	10/17/2022 12:28:14 PM	10/17/2022 12:28:14 PM	
Oxycodone	ng/mL	0	Positive	10/17/2022 12:28:14 PM	10/17/2022 12:28:14 PM	
Quinine	ng/mL	0	Positive	10/17/2022 12:28:14 PM	10/17/2022 12:28:14 PM	
Chlorzoxazone	ng/mL	0	Positive	10/17/2022 12:28:14 PM	10/17/2022 12:28:14 PM	
PCP	ng/mL	0	Positive	10/17/2022 12:28:14 PM	10/17/2022 12:28:14 PM	

**Additional Scored Responses**

All Items labeled "Additional Scored Responses" is information that is requested by the State. Offerors must provide a thorough narrative description in the space provided in this spreadsheet.

Answers along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attchts with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attchts with Additional Information ?	Attachment File Name
<b>Service and Support</b>				
1	Will the company provide an exchange of reagents, calibrators and controls that may have expired?	Normal delivery is 5 working days/7 calendar days for reagents and calibrators. Should items be damaged in transit, Siemen's would repair or replace the damaged items and make a claim against the carrier. Due to the refrigerated nature of the reagents, Siemen's does have a not returns policy.	No	
2	Will you "grandfather" courts into the new agreement prices, terms and conditions?	Yes, this can be handled on a case by case basis.	No	
<b>Invoices and Reports</b>				
3	Please explain if the reports are configurable and if information can be exported and formatted for other communication purposes.	Siemens' response to this RFP will describe in detail products submitted for bid consideration and that Siemens may also attach brochures and data sheets with a more general description of this and other Siemens offerings. Siemens brochures and data sheets are written for a global audience, and may contain reference to products and/or features that are not cleared or approved for marketing in the United States, and are identified as such in said brochures and data sheets. Such items in a brochure or data sheet should not be considered in determining the merits of Siemens' response.	No	





## Reagent Lease for Drug of Abuse Testing Systems and Supplies Scope of Work

The services resulting from this eRFP will allow Accountability Courts the option to choose to enter a service agreement with an Authorized diagnostics dealer or manufacturer offering a Reagent Lease option such as Siemens, Thermo Fisher, Beckman Coulter and other industry leaders of the drugs of abuse testing market.

The Reagent Lease option will provide instruments and accessories to be placed in the laboratory (at no cost) in exchange for the guaranteed purchase of reagents over a period. The resulting fixed prices will allow Accountability Courts to have a pre-determined expense that includes the equipment, consumables, maintenance/service agreements and any financing fees. While on-site training is required, the Supplier may offer additional off-site training opportunities as a courtesy. The Supplier will quote the costs for any off-site training allowance, separate from the monthly reagent costs. All fees associated with the lease of equipment and test kit delivery, delivery of equipment, equipment installation (and removal at the end of the contract period), materials, labor, integration, training, and travel etc. must be included in the unit prices.

[Siemens Healthcare Diagnostics will provide a cost effective, accurate and labor efficient solution for the State of GA.](#)

### Background Information

The first drug court in Georgia began in Bibb County Georgia in 1996. Later, other jurisdictions in Georgia began exploring the idea of Accountability Courts. Enhanced Statewide Accountability Court coordination occurred with passage of House Bill 378 in 2015, which created the Council of Accountability Court Judges (hereafter referred to as CACJ). Specifically, O.C.G.A 15-1-18 states "it shall be the purpose of the council (CACJ) to effectuate the constitutional and statutory responsibilities conferred upon it by law and to further the improvement of accountability courts, the quality and expertise of the judges thereof, and the administration of justice."

The legislation also established a cooperation between the CACJ, the Judicial Council/Administrative Office of the Courts (hereafter referred to as the JC/AOC), and the Criminal Justice Coordinating Council (hereafter referred to as the CJCC). The JC/AOC provides the council with office space and administrative support, including staff for record keeping, reporting, and related administrative and clerical functions. The CJCC provides technical services to the council and shall assist the council in complying with all its legal requirements.

The CACJ is establishing contracts for Accountability Courts throughout Georgia to provide drug testing instruments for the state of Georgia Accountability Courts addressed by this RFP. The types of accountability Courts are, Adult Felony Drug Court, Adult Mental Health Court, Veterans Treatment Courts, DUI/Drug Courts, Family Treatment Courts, and Juvenile Drug and/or Mental Health Courts. A list of the courts and locations may be referenced in Attachment C.



## **Reagent Lease for Drug of Abuse Testing Systems and Supplies Scope of Work**

### **General Requirements**

1. The Supplier shall provide drug testing instruments, to Accountability Courts through the Master Agreement established with the CACJ, in accordance with the provisions and requirements stated herein.
2. All testing services must be performed in accordance with industry standards or by following the local Accountability Court's internal policy/procedure.
3. The Supplier shall comply with all confidentiality requirements established by state statute, the Accountability Court or as otherwise stated herein. The Supplier shall release the results of testing only to the Accountability Court contact or as otherwise instructed by the Accountability Court Judge or Court Coordinator
4. The Supplier shall understand and agree that any information, record, report, or data derived, compiled, obtained, prepared, or developed by the Supplier from services performed pursuant to the contract shall not be released, disseminated, or otherwise disclosed without prior written consent from the CACJ.
5. The Supplier and/or the Supplier's sub-Supplier(s) shall deliver products to the CACJ or the local treatment court upon receipt of an authorized order. All deliveries must be coordinated with the court before placing the order.
6. The instrument must be installed by trained personnel and installed per the manufacturer's documented protocol and validation process.
7. Support and service must be provided by the instrument manufacturer or authorized service representative. Service must include all aspects of the instrument and lab equipment.
8. The Supplier must provide training materials for court programs on the proper use of testing instruments or services to achieve accurate test results. Training must be offered in-person, with other supporting document available such as video, DVD or webinar for each court program at no additional cost to the CACJ.
9. The Supplier must be able to provide technical support Monday through Friday, excluding U.S. holidays, at no additional cost to the CACJ.
10. If it is deemed by the CACJ to be in the best interest of the Accountability Court, the CACJ may add additional items (ex. new models replacing obsolete models) as long it is mutually acceptable to both the Supplier and the CACJ.

**Siemens agrees and acknowledges General Requirements.**



## Reagent Lease for Drug of Abuse Testing Systems and Supplies Scope of Work

### SPECIFICATIONS

1. The laboratory equipment and testing agents to be **leased**, will support assessments of drugs of abuse. The Supplier's analyzer must be new, with a manufacturer's warranty included from an authorized instrument distributor or the direct manufacturer.
2. Training must be included and provided by the manufacturer or authorized distributor with each installation. ALL costs associated with training must be included in the unit price listed on the bid schedule, including travel expenses. Training will be held on site or at the location designated within Georgia, by the Accountability Court.
3. Analyzer must be installed by trained personnel and installed per the manufacturer's documented protocol and validation process.
4. Support and service must be provided by the instrument manufacturer or authorized service representative. Service must include all aspects of the instruments and lab equipment. Services must include telephonic support with customer service in addition to personnel able to provide service calls.
5. Instrument(s) must meet the following minimum throughput ranges:
  - 66 tests per hour
  - 120 test per hour
  - 260 tests per hour
  - 400 tests per hour
6. Data management must provide functionality which allows users to manage the volume of samples processed through the lab. System must allow users to process workflow from order entry to result approval. System must allow users to view and manage donor result history and provide multiple reporting tools with the ability to provide customized reports.
7. Demographic information for donors must be able to be stored by agency for future visits.
8. Analyzer system must have the functionality to print customized chain of custody forms, complete with barcode labels for specimen identification and processing, donor ID, and drug testing information.
9. Analyzer must have a result approval system that allows lab management the ability to review results and control work flow before results are processed to history or re-run for positives.



## **Reagent Lease for Drug of Abuse Testing Systems and Supplies**

### **Scope of Work**

10. System should be web based to allow lab management the ability to access information outside of the lab. All data entered and all result information will solely be owned by the Accountability Courts and the CACJ.
11. System shall provide integration with case management system used by Accountability Court. The State currently contracts with Integrated Management Solutions and 5 Point Solutions, LLC.

[Siemens agrees and acknowledges Specifications.](#)

### **Drug Testing Instruments**

1. The Supplier must be able to provide drug testing instruments, reagents with calibrators and controls. At a minimum, these instruments and supplies must be available for the following drugs: Amphetamine, Benzodiazepine, Cocaine, EtG, Opiate, THC (cannabinoid), Buprenorphine, Oxycodone, 6-Acetylmorphine, and Methadone.
2. The Supplier should also be able to provide drug testing reagents with calibrators and controls for the following drugs: Spice, Soma, Ecstasy, LSD, and Tramadol.  
[Siemens does not currently provide Soma.](#)
3. Testing for additional items may be requested during the contract period. If requested, pricing shall be mutually agreed upon between the Supplier and the CACJ.
4. The Supplier must be able to provide validity reagents with calibrators and controls. At a minimum, these validity tests must include Creatinine and Specific Gravity. The Supplier should also be able to provide validity reagents with calibrators and controls for pH and Chloride. Testing for additional items may be requested during the contract period. If requested, pricing shall be mutually agreed upon between the Supplier and the CACJ.
5. All fees associated with this RFP including lease of equipment, equipment and test kit delivery, equipment installation (and removal at the end of the contract period), materials, labor, integration, training, travel etc. must be included in the unit prices.
6. Drugs of Abuse instrument must be a new instrument with no less than a 1 year manufacturer's warranty included from an authorized instrument distributor or the direct manufacturer.



## **Reagent Lease for Drug of Abuse Testing Systems and Supplies**

### **Scope of Work**

7. On-site training for a minimum of three (3) staff members must be included and provided by the manufacturer or authorized distributor. ALL costs associated with training must be included in the unit price listed on the bid schedule, including travel expenses. Instrument training shall be held at the awarded Supplier's training facility or at the location selected by the Accountability Court.
8. Data management must provide functionality which allows users to manage the volume of samples processed through the lab. System must allow users to process workflow from order entry to result approval. System must allow users to view, manage donor result history and provide multiple reporting tools.
9. Demographic information for donors must be able to be stored by the Accountability Court for future visits.
10. The instrument system must have the functionality to print customized chain of custody forms, complete with barcode labels for specimen identification and processing, donor ID, and drug testing information.
11. The instrument must have a result approval system that allows lab management the ability to review results and control work flow before results are processed to history or re-run for positives.
12. System should ideally be web based to allow lab management the ability to access information outside of the lab. All data entered and all result information will solely be owned by the Accountability Court or the CACJ.
13. System shall provide integration with state funded case management system used by the Accountability Court.

Siemens agrees and acknowledges the section entitled: Drug Testing Instruments. Siemens will meet the Scope of Work specifications as outlined above for eRFP – 47100 - GBI -10000165.

## Georgia Courts with Siemens Equipment

### **Viva-ProE® Drug Testing System:**

- Alapaha Circuit Drug Court
- Tifton Judicial Circuit Drug Court
- Lowndes County Court
- Cowetta County Adult Drug Court
- Coffee County Drug Court

### **V-Twin® Drug Testing System:**

- Atlantic Judicial Circuit Drug Court
- Cherokee Circuit Drug Court
- Ocmulgee Judicial Circuit
- Troup County Lab
- Ware County Drug Court
- Cowetta County Adult Drug Court
- Athens-Clarke Probation Services

### **AU680 Clinical Chemistry System:**

- Fulton County Drug Court
- Hall County Treatment Service

**2021 ANNUAL SPEND PER SITE  
MATERIAL DESCRIPTION  
COUNT OF BOTTLES and TEST COUNT**

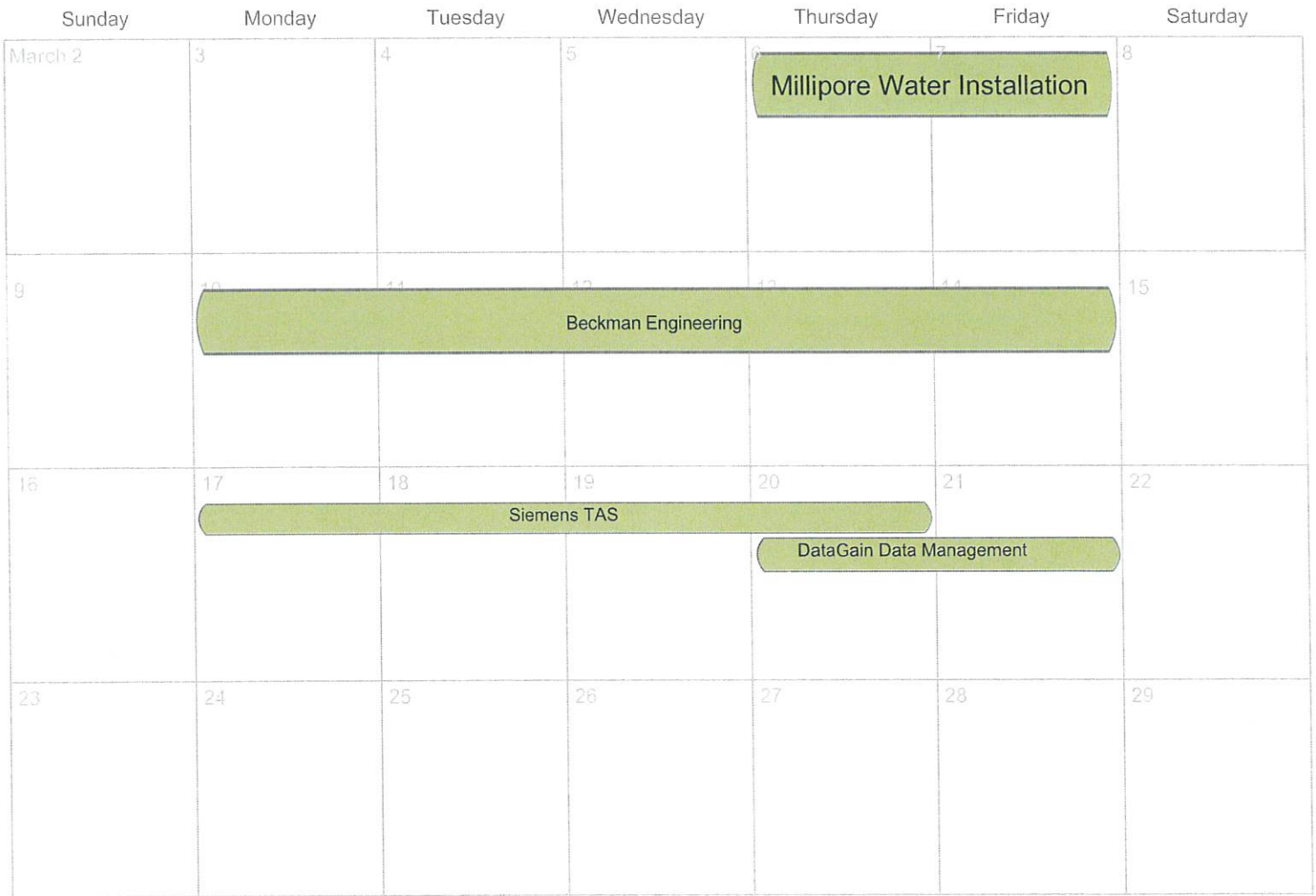
Fiscal Year	Ship to Number	Ship to Name	Reported Revenue	Qty Shipped	Test Qty Shipped	Material Description
2021	167148	FULTON COUNTY DRUG COURT	\$19,500.00	9	46,485	EMIT II PLUS COCAINE METABOL 1L
2021	167148	FULTON COUNTY DRUG COURT	\$18,500.00	8	36,520	EMIT II PLUS AMPHETAMINES ASSAY 1L
2021	167148	FULTON COUNTY DRUG COURT	\$11,400.00	6	30,990	EMIT II PLUS CANNABINOID ASSAY 1L
2021	167148	FULTON COUNTY DRUG COURT	\$10,000.00	6	30,192	ETHYL GLUCURONIDE 500 ML KIT
2021	167148	FULTON COUNTY DRUG COURT	\$9,500.00	4	21,900	EMIT II PLUS ECSTASY ASSAY 1L
2021	167148	FULTON COUNTY DRUG COURT	\$8,500.00	4	19,144	EMIT II PLUS OPIATE 300/2000 1L
2021	167148	FULTON COUNTY DRUG COURT	\$2,000.00	3	9,825	SYVA CREATININE VALIDITY TEST 900ML
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	30	30	CR PERFECT 20 MG C
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	30	30	EMIT II MULTIDRUG CAL 5 KIT
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	16	16	DX-POSTITEM - SYVA
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	6-AM/ECSTASY CAL/CTRL LVL 2 KIT
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	6-AM/ECSTASY CAL/CTRL LVL 3 KIT
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	6-AM/ECSTASY CAL/CTRL LVL 4 KIT
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	EMIT II MULTIDRUG CAL 0 KIT
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	EMIT II MULTIDRUG CAL 1 KIT
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	EMIT II MULTIDRUG CAL 3 KIT
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	ETG 500 NG/ML CALIBRATOR
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	MD CAL LVL 2
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	MD CAL LVL 4
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	UTAK VALIDITY CONTROL 3 (1 X 25ML)
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	15	15	UTAK VALIDITY CONTROL 4 (1 X 25ML)
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	10	10	PLASTIC TUBE FROSTED 13X75.
2021	167148	FULTON COUNTY DRUG COURT	\$0.00	10	10	TRANSFER PIPETTE DISPOSIBLE
		<b>TOTAL:</b>	<b>\$79,400.00</b>			

\* NOT ACTUAL ACCOUNT DATA

Sample

# Estimated Installation Timeline for AU Systems

Timeline for AU install. Starting date is approximate and will be finalized at the implementation meeting.





# Estimated Installation Timeline for Viva Systems

Timeline for Viva install. Starting date is approximate and will be finalized at the implementation meeting.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
March 2	3	4	5	6	7	8
				Siemens Engineering		
9	10	11	12	13	14	15
	Siemens TAS		DataGain Data Management			
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Siemens Healthcare Diagnostics  
3090 Premiere Parkway, Suite 600  
Duluth, GA 30097  
RETURN SERVICE REQUESTED

CUSTOMER PO#: RMH1766622SO  
SIEMENS REFERENCE#: 335029958  
SOLD-TO#: 9518  
PAYER#: 9518231

BILL TO CUSTOMER NUMBER: 9518

SHIP TO ACCOUNT NUMBER: 96276

Customer Name  
123 Bohemia Avenue  
Anywhere, CA 12345

Customer Name  
123 Bohemia Avenue  
Anywhere, CA 12345

INVOICE NUMBER	INVOICE DATE	TOTAL (USD)	PAYMENT TERMS	INCO TERMS
974384567	08/26/16	4,802.37	Net 30 Days	FCA SIEMENS PLANT

LN#/ Cust.PO#	QTY/ UOM	MATERIAL NUMBER / DESCRIPTION	UNIT PRICE	EXTENDED PRICE	TAXABLE
001	4 PC	10445981 INNOVANCE D-DIMER (150 TESTS) Original Material: OPBP09 Contract#:400023458, Price Source:CNT Delivery # 1106227911, Shipped on 08/26/16	682.07	2,728.28	
002	2 PC	10446006 INNOVANCE D-DIMER CONTROLS Original Material: OPDY09 Contract#:400023458, Price Source:CNT Delivery # 1106227911, Shipped on 08/26/16	67.71	135.42	
003	1 PC	10446689 MULTIFIBREN U 10X2ML Original Material: OWZG19 Contract#:400023458, Price Source:CNT Delivery # 1106227911, Shipped on 08/26/16	123.11	123.11	
004	2 PC	10446472 CONTROL - PLASMA P 10 X. 1 ML Original Material: OUPZ19 Contract#:400023458, Price Source:CNT Delivery # 1106227911, Shipped on 08/26/16	40.35	80.70	

**Sample Invoice**

All discrepancies must be reported within 10 business days of receipt of product. Please contact 1-888-588-3916 to report discrepancies.

Buyer's acceptance of the goods covered by this invoice shall constitute acceptance by the buyer of all terms and conditions of sale stated above and in the Standard Conditions of Sale.

Please remit all checks to the following address: Siemens Healthcare Diagnostics, P.O. Box 121102, Dallas, TX 75312-1102. Please make electronic payments to Bank of New York Mellon as follows: Wires: ABA 043000261, account name Siemens Healthcare Diagnostics, Account Number 0102453.

INVOICE NUMBER	INVOICE DATE	TOTAL (USD)	PAYMENT TERMS	INCO TERMS
974384567	08/26/16	4,802.37	Net 30 Days	FCA SIEMENS PLANT

LN#/ Cust.PO#	QTY/ UOM	MATERIAL NUMBER / DESCRIPTION	UNIT PRICE	EXTENDED PRICE	TAXABLE
012	1 PC	10446125 VALIDATION KIT Original Material: OQSC11 Contract#:400023458, Price Source:CNT Delivery # 1106227911, Shipped on 08/26/16	25.70	25.70	
013	5 PC	10446684 WASH SOLUTION COAG ANALYZR 10X15ML Original Material: OWZC39 Contract#:400023458, Price Source:CNT Delivery # 1106227911, Shipped on 08/26/16	71.58	357.90	
		MERCHANDISE: TOTAL(USD):		4,802.37 4,802.37	
		Ordering Party Tel# : 540-233-4148			

All discrepancies must be reported within 10 business days of receipt of product. Please contact 1-888-588-3916 to report discrepancies.

Buyer's acceptance of the goods covered by this invoice shall constitute acceptance by the buyer of all terms and conditions of sale stated above and in the Standard Conditions of Sale.

**Please remit all checks to the following address: Siemens Healthcare Diagnostics, P.O. Box 121102, Dallas, TX 75312-1102. Please make electronic payments to Bank of New York Mellon as follows: Wires: ABA 043000261, account name Siemens Healthcare Diagnostics, Account Number 0102453.**

## Account Name

### Donor Test History Details

**Donor Id:** 8173970

**Donor Name:** [REDACTED]

**Agency:** Mag Probation **Conducted By:** Moore [REDACTED]

**Panels:** 6 Panel Basic

**Accession Id:** 61832992

**Results Entered Date:** 5/18/2022 11:34:05 AM

Results	Ref.Range	Outcome	Collection Date	Results Date	Comments
Cannabinoid 50	20	Negative	5/18/2022 11:34:05 AM	5/19/2022 11:47:00 AM	
Creatinine, Quan	143.9	Valid	5/18/2022 11:34:05 AM	5/19/2022 11:47:00 AM	
Methamphetamine 23		Negative	5/18/2022 11:34:05 AM	5/19/2022 11:48:00 AM	
ETG+	48	Negative	5/18/2022 11:34:05 AM	5/19/2022 11:48:00 AM	
Fentanyl	1	Negative	5/18/2022 11:34:05 AM	5/19/2022 11:48:00 AM	
Opiates	-12	Negative	5/18/2022 11:34:05 AM	5/19/2022 11:47:00 AM	
Amphetamines	5	Negative	5/18/2022 11:34:05 AM	5/19/2022 11:47:00 AM	

Sample Report

## Account Name

### Donor Test Details

Donor Id : 448245

Donor Name XXXXXXXXXX

Agency : Mag Probation

BARCODE ID	FUN SOURCE	SCHEDULED DATE	COLLECTED DATE	TEST DATES	OUTCOME	STATUS
32116318	Self Pay	03/09/2021	3/9/2021 4:12:54 PM	3/10/2021 12:04:53 PM	Negative	Approved
53236938	Self Pay		3/2/2021 3:24:13 PM	3/3/2021 10:54:00 AM	Negative	Approved
		03/01/2021			No Show	No Show
65426379	Self Pay	02/23/2021	2/23/2021 9:49:15 AM	2/24/2021 10:23:00 AM	Negative	Approved
35399006	Self Pay	02/18/2021	2/18/2021 2:52:11 PM	2/19/2021 2:45:03 PM	Negative	Approved
53800594	Self Pay	02/10/2021	2/10/2021 8:15:26 AM	2/11/2021 11:41:00 AM	Negative	Approved
42600987	Self Pay	02/04/2021	2/4/2021 11:31:48 AM	2/5/2021 9:54:49 AM	Negative	Approved
92454614	Self Pay	01/21/2021	1/21/2021 5:04:03 PM	1/21/2021 3:01:11 PM	Negative	Approved
		01/14/2021			No Show	No Show
20210112222050507070	Self Pay		1/12/2021 3:20:50 PM	1/13/2021 9:03:17 AM	Negative	Approved
		01/11/2021			No Show	No Show
		01/08/2021			No Show	No Show
20210105231223519680	Self Pay	01/05/2021	1/5/2021 4:12:23 PM	1/7/2021 1:56:45 PM	Negative	Approved
		12/31/2020			No Show	No Show
		12/14/2020			No Show	No Show

# User Maintenance by Instrument: Beckman Coulter

Frequency	Procedure
Daily	<ul style="list-style-type: none"> <li>• Inspect the Syringes for leaks and proper installation</li> <li>• Inspect the Wash Solution Roller pump Unit for leaks</li> <li>• Inspect and Replenish the Concentrated Wash Solution</li> <li>• Inspect the stability of the upper cover</li> <li>• Check the ISE Reagent Syringe (Optional) for leaks Inspect, Clean, prime the Sample and Reagent probes</li> <li>• Inspect and clean the mix bars</li> <li>• Check the printer and paper</li> <li>• Replace the DI Water in the Pre-dilution Bottle</li> <li>• Inspect and Replenish the Wash bottles</li> </ul>
Weekly	<ul style="list-style-type: none"> <li>• Clean Sample Pre-Dilution Bottle</li> <li>• PerformaW2</li> <li>• Performa Photocal</li> </ul>
Monthly	<ul style="list-style-type: none"> <li>• Clean the sample and reagent probe wash wells</li> <li>• Clean the Mix bar Wash Wells</li> <li>• Clean the Wash Nozzle unit, and Check the tube mounting joints</li> <li>• Clean the Deionized Water Tank, DI and Sample probe Filters</li> </ul>
As needed	<ul style="list-style-type: none"> <li>• Replace the O rings in the Wash Nozzle Tube Mounting Joint</li> <li>• Replace Cuvettes</li> <li>• Replace the Sample and Reagent Probes</li> <li>• Replace the Mix bars</li> <li>• Replace the Wash Nozzle Joint</li> <li>• Replace Syringes</li> <li>• Clean the STAT TABLE Interior and the Reagent Refrigerator</li> <li>• Replace the anti-static brush</li> <li>• Replace the Sample and Reagent probe tubing</li> <li>• Replace the Photometer lamp</li> <li>• Wash the Cuvette and Cuvette wheel</li> <li>• Clean the Probes and mix bars</li> <li>• Replace the Deionized Water and the Sample Probe Filters</li> <li>• Perform a W1 Procedure</li> </ul>

## User Maintenance by Instrument: V-Series

### PRO-E

<i>Frequency</i>	<i>Procedure</i>
Daily	<ul style="list-style-type: none"> <li>• Emptying Waste</li> <li>• Filling Treated Water Container</li> <li>• Emptying Concentrated Waste Container</li> <li>• Checking Syringes</li> <li>• Checking Cuvette Blank</li> <li>• Checking / Refilling 10% Cleaning Solution</li> <li>• Checking Daily Report</li> <li>• Check 0.3N HCl Cleaning Solution</li> <li>• Priming System</li> <li>• Checking Reagent Inventory</li> <li>• Archiving Results Database</li> </ul>
Weekly	Rinsing Probes
Monthly	<ul style="list-style-type: none"> <li>• Cleaning the Treated Water and Waste Containers</li> <li>• Cleaning the Concentrated Waste Container</li> </ul>
Every 3 Months	Replacing Drying Block
Every 6 Months	<ul style="list-style-type: none"> <li>• Replacing Stirrer Belt</li> <li>• Replacing Water Filter</li> <li>• Cleaning the System</li> </ul>
Yearly	<ul style="list-style-type: none"> <li>• Replacing Syringes</li> <li>• Replacing the Photometer Lamp</li> </ul>
Every 10,000 Tests	Replacing Cuvette Rotor
As Needed	<ul style="list-style-type: none"> <li>• Cleaning the system</li> <li>• Filling the Cooling Fluid</li> <li>• Cleaning Reagent Rotor Compartment</li> </ul> <p><i>Note: Reagent cooling causes condensation fluid to build up in the reagent compartment and affect system operation. Depending on environmental conditions, condensation fluid can accumulate in a period of days or weeks.</i></p>

### V-Twin

<i>Frequency</i>	<i>Procedure</i>
Daily	<ul style="list-style-type: none"> <li>• Fill water container with system liquid and distilled water (25 ml system liquid on a full 10 liter container).</li> <li>• Empty the waste container (follow the safety instructions for working with potentially infectious material).</li> <li>• Check cuvette rotor blank results. Replace cuvette rotor if necessary.</li> <li>• Check printer paper.</li> <li>• Fill HCl-bottle in the reagent rotor with 0.3 mol/l HCl.</li> <li>• Fill tube in W-position of sample rotor with hypochlorite solution.</li> <li>• Fill tube in B-position of sample rotor with distilled water.</li> <li>• Remove cuvette cover and check wash arm, mixers and cuvette rotor visually.</li> <li>• Make sure that the cooling unit is on and operating correctly</li> </ul>
Weekly	<ul style="list-style-type: none"> <li>• Perform needle rinse procedure: clean the sample and reagent needle with hypochlorite solution.</li> <li>• Check syringes for large air gaps and leakage; clean or replace syringes if necessary.</li> <li>• Press CTRL+F10 EXIT PROGRAM to exit the analyzer program and then restart the computer.</li> </ul>

Monthly	<ul style="list-style-type: none"> <li>• Clean water and waste container(s) with 0.1 mol/l NaOH. Afterwards rinse several times with water.</li> <li>• Press CTRL+F10 EXIT PROGRAM to exit the analyzer program. Shut down the computer and turn the instrument off. Switch the instrument and the computer on to restart the analyzer.</li> </ul>
Quarterly	<ul style="list-style-type: none"> <li>• Replace mixer belts. If not done by the service technician during preventive maintenance:</li> <li>• Replace water filter.</li> <li>• Replace drying block on wash arm.</li> </ul>
Semi-annual	<ul style="list-style-type: none"> <li>• Semi-annual maintenance is performed by Siemens Healthcare Diagnostics service personnel.</li> <li>• Set the System Clean date.</li> </ul>
As needed	<ul style="list-style-type: none"> <li>• Replace cuvette rotor (after 10,000 tests or after SD-error after cuvette blank).</li> <li>• Replace lamp.</li> <li>• If a new control or test is defined, exit the analyzer program (press CTRL+F10 EXIT PROGRAM) and relaunch the program by double-clicking the icon on the screen.</li> <li>• Check the reagent rotor compartment for condensation fluid and clean when needed.</li> </ul>



# Lab Management System

**Drug and Alcohol testing** software for treatment and probation courts and labs

Our courts and labs were in need of a simplified, digital-forward lab management solution that integrated seamlessly with case management, so we built one.



send your results and data to your referral agencies manually? DIMS allows your agencies to log in and view the donor test results.



have a large volume of donors to check-in? Use our facial recognition software for secure and fast check-in.

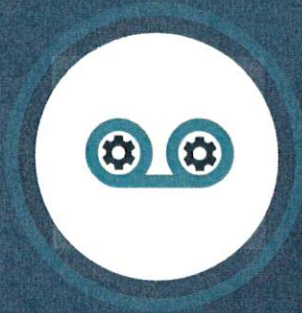


use an analyzer for drug testing? We integrate with all chemistry analyzers on the market today.

## Do you . .



have difficulty randomizing your calendar? Let DIMS manage your calendar with one-click randomization of colors and phases.



get up at 4 am every day to make the voicemail recording of colors and phases? Let our automated calling and voicemail feature automate the process.

We've **re-imagined** lab management: customizable, secure, and easy to use

# Features



## Calendar Management

Create multiple calendar types on the platform using colors and phases



## Automated Messaging

Automated voicemail and call-in for clients



## Customizable Rules

Set up rules when test results come back positive



## Automated Check-in

Direct integration to automate printing and collect donor signatures at check-in



## Digital Billing

Digital billing and invoicing for courts, vouchers, and state fund grants

“

DIMS has done a great job creating and implementing our drug screening data and lab management systems. Their team has been quick to respond to any questions or changes we've asked for. They have done a great job taking our ideas and putting them into a working system.

— Jaci Urle, **Executive Director, Twin Falls County Treatment and Recovery Clinic**

”



Supplier: Siemens Healthcare Diagnostics Inc.

Analyzer Brand/ Model Name: Viva-PROE/V-Twin & AU480 or DxC700 AU

Dependent upon the Analyzer \_\_\_ Analyzer(s) test throughput of 66 - 800 per hour. Note - pricing is = to or

Drug Testing Reagents with Calibrators and Controls. Supplier will furnish the analyzer, reagents, software, consumable supplies for a fixed price per month, according to the estimated volumes. (Code 193-36)	Number of Test per Month Less than 750	Number of Test per Month Between 751-1499	Number of Test per Month Between 1500-2499	Number of Test per Month Over 2500
	Viva PROE/Vtwin	Viva PROE/Vtwin	AU480	DxC700 AU
AMPHETAMINE REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
BENZODIAZEPINE REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
COCAINE REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
ETG REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.65	= to or < \$.65
OPIATE REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
THC REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
BUPRENORPHONE REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
OXYCODONE REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
6-ACETYLMORPHINE REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
SPIICE REAGENT	= to or < \$1.80 - 3.00	= to or < \$1.80 - 3.00	= to or < \$1.80 - 3.00	= to or < \$1.80 - 3.00
SOMA REAGENT	NA	NA	NA	NA
ECSTASY REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
LSA REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
METHADONE REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
FENTANYL REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.65	= to or < \$.65
KRATOM REAGENT	NA	NA	NA	NA
TRAMADOL REAGENT	= to or < \$.95	= to or < \$.95	= to or < \$.65	= to or < \$.65
PROPOZYPHENE REAGENT	= to or < \$.90	= to or < \$.90	= to or < \$.55	= to or < \$.45
CREATININE REAGENT	= to or < \$.30	= to or < \$.30	= to or < \$.15	= to or < \$.15
SPECIFIC GRAVITY REAGENT	= to or < \$.30	= to or < \$.30	= to or < \$.15	= to or < \$.15
VALIDITY TEST	= to or < \$.30	= to or < \$.30	= to or < \$.15	= to or < \$.15
Validity Reagents with Calibrators and Controls	= to or < \$.30	= to or < \$.30	= to or < \$.15	= to or < \$.15
On Site Training, accommodations etc.	Available	Available	Available	Available
Integration to Accountability Court Case Management System/ per hour.	Yes	Yes	Yes	Yes
Extended Service Agreement for Instruments beyond year 1/ Time and Material Only (938-63)	5 years Included	5 years Included	5 years Included	5 years included
% Discount off of other published catalog list price	N/A	N/A	N/A	N/A

**TOTAL**

**Pricing includes:**

1. New analyzer with certified service, support, and training. Analyzer size dependent upon test menu and sample volumes
2. Reagents, calibration, controls, and other consumables and disposables required for collection and testing of urine samples.
3. DataGain Data management software and integration to case management if necessary/required.

\*Pricing is reflective of the minimum required panel the State requires. If additional tests are added to the standard panel, Siemens may provide lower pricing based upon total volume of annual tests. (not to exceed pricing)



State of Georgia

State Entity Standard Contract

Attachment 4 – Participating Entity Master Agreement



## STATE OF GEORGIA STANDARD LEASE, REAGENT & CONSUMABLES MASTER AGREEMENT

Legal Name: \_\_\_\_\_  
Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Federal ID #: \_\_\_\_\_  
Quote #: \_\_\_\_\_  
Ship to #: \_\_\_\_\_  
Sold to #: \_\_\_\_\_

This State of Georgia Standard Lease, Reagent & Consumables Master Agreement ("Agreement") by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified in the heading above ("Customer") is effective as of the date of Siemens' execution ("Effective Date").

accordance with any other written directions provided to Customer by Siemens. If Customer does not provide notice of its intent to return, purchase, or re-lease the Equipment at least sixty (60) days prior to the end of the Supplement Term, this Supplement shall automatically renew on a month-to-month basis until either party provides thirty (30) days written notice of termination.

- 1) **EQUIPMENT.** Siemens agrees to lease to Customer, for Customer's use at the Premises, the Equipment set forth in Attachment A, attached herein and made a part hereof.
- 2) **PRODUCTS.** Customer agrees to purchase from Siemens on a periodic basis during the term of this Agreement the products listed on Attachment A (the "Products") at the prices specified therein.
- 3) **TERM OF AGREEMENT.** This Agreement shall commence on the Effective Date and shall remain in effect for 12 months, with four (4) one year optional renewals.
- 4) **COMMITMENT.** Customer agrees to make sufficient purchases on a periodic basis during each year of the Term, but no less frequently than every ninety (90) days, to meet the minimum annual purchase commitment identified on Attachment A ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Attachment A. Pricing is set forth in each Attachment A and includes a discount based on Customer's Commitment Amount.
- 5) **TRAINING.** Siemens will provide training at the location and for the number of people specified on Attachment A. The training slots shall remain available during the initial Supplement Term.
- 6) **SERVICE.** If Service is specified on Attachment A, a Siemens appointed service representative will provide Service in accordance with the type of service and for the Service Period specified on Attachment A.
- 7) **END OF TERM PURCHASE OPTION.** If Customer has purchased the Commitment Amount for the full Supplement Term and is not in Default of any of its obligations under the Agreement or this Supplement, then upon the expiration of the Supplement Term, Customer may purchase the Equipment for its fair market value (as determined by Siemens). If Customer does not purchase the Equipment or re-lease it through a new supplement, then Customer shall return the Equipment to Siemens within sixty (60) days after the end of the Supplement Term, freight prepaid and in

- 8) **WARRANTY.** Siemens warrants to Customer that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. Any claim for breach of this warranty, if any, must be made in writing within one (1) year of the delivery of the Equipment. Customer's exclusive remedy for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation.

Siemens warrants to Customer that Products will be free from defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens also warrants that the use of the Equipment and Products in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Equipment or Products in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 13 below and the State of Georgia Bid.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No Assignee (as defined in Section 14, below) will be responsible to Customer for any problem or claim in connection with a) the use, operation or performance of the Equipment or Products; b) any interruption of service, loss of business or anticipated profits; or c) the delivery, servicing, maintenance, repair or replacement of the Equipment.

No oral or written promises as to the Equipment or Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of Siemens.

- 9) **TAXES.** Customer is responsible for and will pay all sales and use taxes assessed on the sale of the Products (collectively, "Taxes"). In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes") and provided that (i) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (ii) Customer provides Siemens with a copy of such certificate; and (iii) such tax exemption is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.
- 10) **PAYMENT.** All invoices are due and payable within thirty (30) days of the date of invoice.
- 11) **SHIPPING AND INSTALLATION.** (a) Equipment and Product deliveries will be FOB destination and subject to Siemens' standard delivery terms and shipping policy. Siemens' standard delivery terms and shipping policy can be found at <http://usa.healthcare.siemens.com/services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network>. Customer shall pay all applicable shipping and handling charges for the Equipment and Products to be delivered to the Customer installation location set forth in the Supplement (the "Premises"). Such charges may be added to the invoice or may be included in the monthly charge for the Equipment. (b) Customer will be responsible for the cost of preparing the Premises for the Equipment. This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections or special plumbing, air conditioning or humidity controls. Once Customer has prepared the Premises and notified Siemens that the Premises are ready for Equipment installation, Siemens will install the Equipment at no extra cost and will provide Customer with applicable operating manuals.
- 12) **COMPLIANCE.** On a periodic basis, but no less frequently than annually, Siemens shall review whether Customer has made sufficient purchases to meet the pro-rata portion of the Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the Commitment Amount, then such deficit will be considered a "Shortfall" to meeting the Commitment Amount. In the event of a Shortfall, Siemens shall meet and discuss the results of their findings with Customer and allow a thirty (30) day period prior to taking one or more of the following actions: a) immediately

implement a price increase for any and all Products for any subsequent period and/or b) invoice Customer for all or part of the Shortfall and/or c) extend the Term and/or d) increase the Commitment Amount required for any subsequent periods and/or e) terminate the Agreement pursuant to the State of Georgia Bid.

- 13) **LIMITATION OF LIABILITY AND INDEMNIFICATION.** (a) **Limitation of Liability.** In no event shall Siemens' liability during each year of this Agreement exceed the actual loss or damage sustained by Customer hereunder up to the amount of fees payable to Siemens during the year in which the loss or damage occurred. **SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE PRODUCTS OR SERVICE (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.** The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

**THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

- 14) **ASSIGNMENT.** Customer may not assign either this Agreement or any right or obligation arising out of this Agreement without the express written consent of Siemens and such consent shall not be unreasonably withheld. Customer must provide Siemens with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products.
- 15) **DISCLOSURE OF DISCOUNTS.** Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer may receive from Siemens under this Agreement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.
- 16) **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements or representations expressed or implied not stated herein. This Agreement may only be amended in a writing signed by both parties. Any term or condition contained in a Customer purchase order relating

to Products supplied under this Agreement shall be null and void

17) **MISCELLANEOUS.** (a) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations.

(b) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law. Customer is subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

(c) Intentionally omitted.

(d) Customer and Siemens will send any required notices to the other party by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

**IN WITNESS HEREOF**, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

**Customer:**

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Siemens Healthcare Diagnostics Inc.:**

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 115 Norwood Park South, Norwood, MA 02062

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_