

## State of Georgia Statewide Standard Contract Form

Solicitation Title <b>Biological Supplies and Lab Equipment &amp; Supplies</b>	Solicitation Number <b>99999-SPD0000156</b>	Contract Number <b>99999-001-SPD0000156-0003</b>
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name  
**Department of Administrative Services** (hereafter called Agency)

Contractor's Name  
**Fisher Scientific** (hereafter called Contractor)

2. Contract to Begin: <b>04/01/2019</b>	Date of Completion: <b>03/31/2021</b>	Renewals: <b>3 – one year renewal terms</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. Authorized Person to Receive Contract Notices for Agency: <b>Carol Kennedy-Sims, Issuing Officer</b>	Authorized Person to Receive Contract Notices for Contractor: <b>David Holden</b>
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5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: <b>Statewide Contract for Goods and Ancillary Services</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.**

6. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)  
**Fisher Scientific**

By (Authorized Signature) 	Date Signed <b>02/28/2019</b>
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Printed Name and Title of Person Signing  
**Jill Jones, Vice President Sales, Academic East & Government**

Address  
**300 Industry Drive, Pittsburgh, PA 15275**

7. **Agency**

Agency Name  
**Department of Administrative Services**

By (Authorized Signature) 	Date Signed <b>3-14-19</b>
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Printed Name and Title of Person Signing  
**Lisa Eason, Deputy Commissioner**

Address  
**200 Piedmont Avenue, SE, Suite 1308, Atlanta, GA 30334**

**STATE OF GEORGIA  
STATEWIDE CONTRACT  
Attachment 1  
Contract Terms and Conditions for Goods and Ancillary Services**

**A. DEFINITIONS AND GENERAL INFORMATION**

1. **Definitions.** The following words shall be defined as set forth below:
  - (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
  - (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
  - (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
  - (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
  - (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
  - (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
  - (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
  - (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
  - (ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods 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 Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of

certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
4. **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 purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

## **B. DURATION OF CONTRACT**

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide 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 Parties shall have the option to, by mutual agreement, renew or non-renew the Statewide Contract for additional terms on a year-to-year basis, upon no less than ninety (90) days' written notice prior to the expiration of the initial term or renewal term to the other party. 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 Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

## **C. DESCRIPTION OF GOODS AND SERVICES**

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** All 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 User Agencies, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

#### D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide 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. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

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

3. **Delay of Payment Due to Contractor's Failure.** If User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract for an individual purchase order, the Contractor shall not be entitled to any compensation under the Statewide Contract for that order until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered on an individual order. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor on an individual order. The User Agencies' authority to deduct such incurred costs from an individual order shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

## E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide 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 goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
  - (ii) The Agency 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 Statewide 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 Agency to declare the Contractor in default of its obligations under the Statewide Contract:
  - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
  - (ii) The Agency determines that satisfactory performance of the Statewide 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 Statewide 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 Agency 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 Statewide Contract;
  - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
  - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency'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 Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
  - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
  - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following one hundred-twenty (120) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Any outstanding orders at the time of termination will continue to be processed. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
  - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies 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 User Agencies are obligated to pay pursuant to the Statewide 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 under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
- (i) Cease work under the Statewide 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 Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
  - (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
  - (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
  - (iv) Cooperate in good faith with the Agency, the User Agencies, and their 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 User Agencies any payments made by the User Agencies 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 Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide 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 Statewide 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 Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies 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 Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as

authorized by law and with the written consent of the State, either during the period of the Statewide 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 Statewide 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 Statewide Contract shall survive termination of the Statewide 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 Statewide 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 Statewide 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 Statewide 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 Statewide 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 Statewide 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 Statewide 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 software 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 Agency 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 software 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 the right to continue using the software;
- (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 Agency as to the software;
- (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the software 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 Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

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

## H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

## I. 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 Statewide Contract and the Contractor's Response, whether or not the Statewide 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 Statewide 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 Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies 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 User Agencies 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 User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide 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 Statewide 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 Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide 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 Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide 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.
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 Statewide Contract are or will be fully satisfied by the Contractor so that the State 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. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
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 Statewide Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide 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 Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

## J. 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 Agency 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 Agency 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 shall agree to the performance of such repairs by the State upon mutually acceptable terms.

## K. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), 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 Statewide 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 Agency in writing shall not be included in this Statewide 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 Agency 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 Statewide 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 Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' 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 Statewide Contract. 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. 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 Statewide 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 Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide 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).

**5. Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

**6. Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

**7. 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 Statewide 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 Statewide 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 Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor 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 the State 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 Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. 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 Agency, 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 Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
11. **Integration.** The Statewide 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 Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide 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 Statewide 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 Statewide 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 Statewide Contract, and for any default of activities and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency 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 Statewide 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 Statewide Contract on behalf of the party at the address identified in the Statewide 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 Statewide 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 Statewide 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 Statewide Contract. Further, if any provision of the Statewide 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 Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide 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 Statewide 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 Statewide 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 Statewide Contract; and
  - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide 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 Statewide 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 which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. 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, 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 Statewide 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 Statewide 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 Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency 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 Agency 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.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are 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 Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
30. **Certification Regarding Sales and Use Tax.** By executing the Statewide 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 Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide 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 Statewide Contract.
32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of

this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide 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 Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
- 34. Counterparts.** The Agency and the Contractor agree that the Statewide 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 Agency and the Contractor 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 Statewide Contract.
- 36. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide 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 Statewide 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.



**State of Georgia  
STATEWIDE CONTRACT  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES**

**Electronic Request for Quotes (“eRFQ”)  
Event Name: Biological and Laboratory Equipment & Supplies  
eRFQ (Event) Number: 99999-SPD0000156**

**1. Introduction**

**1.1. Purpose of Procurement**

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes (“eRFQ”) is being issued to establish one or more statewide contracts with one or more qualified Supplier(s) who will provide Biological and Laboratory Equipment & Supplies. This eRFQ is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) (if any) will be a “CONVENIENCE” source for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions, colleges and universities. The statewide contract(s) will also be available on a convenience basis to other Governmental entities such as state authorities, local governments, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. The statewide contract(s) may also be available on a convenience basis to governmental entities of other states upon approval by DOAS and the Supplier(s). All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users. The execution of a statewide contract(s) will only establish the Supplier(s) as an authorized source of supply by DOAS, and will create no financial obligation on the part of DOAS.

The purpose of this eRFQ is to establish a comprehensive supply base capable of providing a wide assortment of biological and laboratory equipment & supplies that meet the needs of Authorized Users. To provide maximum responsiveness, cost effective solutions and effectively meet the operational needs, products pursuant to this eRFQ have been separated into thirteen (13) distinct categories as outlined in the table below.

<b>Biological and Laboratory Equipment and Supplies</b>	
<b>Category</b>	<b>Types of Products</b>
Biological Supplies	<i>Test kits, forceps, scissors, scales, balances, inoculating loops, scalpels, etc.</i>
Chemicals	<i>Acids &amp; bases, biochemical, buffers &amp; solutions, solvents, etc.</i>
Consumables	<i>Gloves, filter paper, racks, vials, brushes, clamps, pipettes, etc.</i>
Diagnostics	<i>Immunoassay, chemistry &amp; hematology analyzers, assay kits, centrifuges, etc.</i>
Laboratory Glassware	<i>Condensers, ampules, beakers, bottles, burettes, crucibles, cuvettes, slides, etc.</i>
Laboratory Instruments	<i>Agitators, autoclaves, cryostats, desiccators, ph meters, etc.</i>
Laboratory Equipment	<i>Hygrometers, hot plates, pumps, air dryers, dissolution systems, incubators, refrigeration equipment, etc.</i>
Laboratory Furniture	<i>Fume hoods, seating, casework, cabinets, carts &amp; tables, clean rooms, flooring, sinks &amp; fixtures, etc.</i>
Safety Equipment & Clothing	<i>Eyewash stations, safety cans, safety showers, chemical spill kits, goggles, gloves, protective body clothing, etc.</i>
Science and Education	<i>Anatomical models, living organisms, specimens, books, posters, etc.</i>

Culture Media	<i>General purpose media, isolation media, fermentation media, differential media, etc.</i>
Microscopes	<i>Compound, dissection or stereoscope, confocal, electron microscopes, etc.</i>
First Aid & Life Safety Teaching Tools	<i>CPR Cards, AED Manuals, BLS Cards, AED Posters, Manikins, DVDs, CPR Lungs, etc.</i>

The State seeks proposals from Suppliers that can provide a full range of biological and laboratory supplies & equipment, and other related product offerings throughout the entire state, while maximizing and improving the quality and the levels of service for Authorized Users.

## 1.2 Estimated Spend

DOAS has determined through spend analysis encompassing fiscal years 2013 - 2017 (July 1, 2012 – June 30, 2017) that Authorized Users of the current statewide contracts spend, on average, approximately \$21.4M annually on the products outlined in this eRFQ. This historical spend is based on purchasing activity by Authorized Users across the state associated with nine (9) existing statewide contracts for Biological and Laboratory Equipment and Supplies. The following chart depicts total spend for existing statewide contracts by fiscal year:

Fiscal Year	Annual Spend
2013	\$23,257,090
2014	\$19,126,866
2015	\$24,236,054
2016	\$22,097,147
2017	\$18,338,664
<b>Total:</b>	<b>\$107,055,821</b>

As noted in the chart above, after a recording a 17.8% decrease in sales in FY 2014 over the previous span, spend jumped by 26.7% the following year (FY2015) before returning to more historic levels. While the spike in spend can be most closely associated with a customer “spot-buy” (non-recurring) related to the culture media category, the specific cause(s) for other fluctuations in spend cannot be pinpointed. However, despite recording a 5 year low in the most recent fiscal year (2017), Authorized User product demand going forward is expected to remain consistent with historical annual averages. In fact, a huge potential for sales growth exist because a review of state financial systems indicated an annual average of just over \$25M of “off contract spend” (state entity purchases made outside the existing statewide convenience contract) for product categories included in this eRFQ.

The following table is provided to give Suppliers additional insight into product demand and spending patterns of Authorized Users as it relates to specific product categories required by this eRFQ. This historical spend data is based on the actual purchasing activity of Authorized Users during fiscal year 2017.

Biological Supplies and Laboratory Equipment and Supplies		
Category	Annual Qty	% of Spend
Consumables	49,090	23.41%
Safety Equipment and Clothing	21,709	13.34%
Laboratory Equipment	1,392	8.75%
Laboratory Instruments	2,014	5.99%
First Aid and Safety Teaching Tools	30,440	5.18%
Chemicals	8,797	3.69%
Biologicals	5,682	3.56%

Laboratory Glassware	5,249	3.04%
Microscopes	689	2.60%
Diagnostics	1,597	1.38%
Culture Media	737	0.27%
Laboratory Furniture	170	0.26%
Science and Education	323	0.08%

Although award of this contract does not guarantee any specific volume of sales from Authorized Users, Awarded Supplier(s) can expect significant sales volume based on historical spending patterns (outlined above) which are anticipated to be sustainable throughout the term of any resultant contract. Furthermore, in response to this eRFQ, DOAS expects to receive significantly lower pricing that takes into consideration historical purchase volumes, reduced administrative expense resulting from consolidation of multiple government entities into a single purchasing base, expanded product offerings, other enhancements, and the enormous sales opportunity presented by off-contract spend. It should be noted that growth projections in sales are strongly reinforced by the fact that Awarded Supplier(s) of any resulting statewide contract(s) will receive maximum exposure for their products/services through Team Georgia Marketplace, the State's e-Procurement solution coupled with an increased emphasis on collaborative marketing efforts between the Supplier(s) and the State Purchasing Division.

### 1.3. eRFQ Certification

This eRFQ 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 eRFQ. Electronic competitive sealed bids/bids will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed bids/proposals meet the sealed bidding requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

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

### 1.4. Overview of the eRFQ Process

The objective of the eRFQ is to select one or more qualified Suppliers to provide the goods and/or services outlined in this eRFQ to Authorized Users. This eRFQ 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 responses received prior to the closing date of this eRFQ and resolution of any contract exceptions, the preliminary results of the eRFQ process will be publicly announced, including the names of all participating Suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

**NOTE TO SUPPLIERS:** The general instructions and provisions of this document have been drafted with the expectation that DOAS may desire to make one award or multiple awards. For example, this document contains phrases such as "statewide contract(s)" and "award(s)". Please refer to Section 6.4. "Selection and Award" for information concerning whether DOAS will make one award, multiple or split awards, or reserves the right to make either depending on the bids received.

### 1.5. Schedule of Events

Statewide Contract eRFQ  
Revised 03/06/2013

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

Description	Date	Time
Release of eRFQ	As published on the Georgia Procurement Registry ("GPR")	See GPR
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	Friday, March 9, 2018	2:00 p.m. ET
Responses to Written Questions	Friday, March 16, 2018	4:00 p.m. ET
Responses Due/Close Date and Time	As published on the GPR	See GPR
Evaluation Completed	2 to 4 weeks after closing	N/A
Finalization of Contract Terms	5 to 6 weeks after closing	N/A
Notice of Intent to Award [NOIA]	6 to 8 weeks after closing	N/A
Notice of Award [NOA]	10 calendar days after NOIA	N/A

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

Carol Kennedy-Sims  
 Category Manager  
 404-656-4314  
[carol.kennedy-sims@doas.ga.gov](mailto:carol.kennedy-sims@doas.ga.gov)

**1.7. Definition of Terms**

Please review the following terms:

- AAMI:** Association for the Advancement of Medical Instrumentation
- ACS:** American Chemical Society
- ANSI:** American National Standards Institute
- ASME:** American Society of Mechanical Engineers
- ASTM:** American Society for Testing and Materials
- BIOLOGICAL SUPPLIES:** Tools or supplies used in the study and teaching of biology.
- CBER:** Center for Biologics Evaluation and Research
- CHEMICALS:** Substances of sufficient purity for use in analysis, reactions or physical testing.
- CONSUMABLES:** Items utilized by laboratories and classrooms that must be replaced regularly.
- CULTURE MEDIA:** Special mediums used in microbiological labs to grow various types of microorganisms.

**DIAGNOSTICS:** Items used to discover and detect health issues and markers through the use of automated testing to aid in the prevention and cure of various conditions.

**FDA:** U. S. Food and Drug Administration

**LAB EQUIPMENT:** Equipment located in buildings or rooms that is used to conduct scientific research, teach practical science, or carryout experiments.

**LAB FURNITURE:** Includes work surfaces, collaborative work spaces, and storage devices used in laboratory and/or classroom settings.

**LAB GLASSWARE:** A variety of items made from glass, used in scientific work conducted in chemical, biology and analytical labs.

**LAB INSTRUMENTS:** Instruments, vessels and tools required to conduct operations in various laboratories, synthesis and analysis.

**MICROSCOPES:** Used to produce larger and/or varied images of small or complex objects.

**NEMA:** National Electrical Manufacturing Association

**ORDER ACCURACY:** Delivery of an item as specified on a purchase order in the correct quantity.

**ORDER FILL RATE:** The number of line items filled on an order, divided by the total number of line items on that order.

**OSHA:** Occupational Safety and Health Act

**SAFETY EQUIPMENT & CLOTHING:** Items used in a lab setting to provide for the safe handling of hazardous materials during the practice of science, to limit exposure.

**SCIENCE & EDUCATION:** Laboratory and teaching materials for science and math education that includes: living organisms, preserved specimens, anatomical models, genetic material, etc.

**UL:** Underwriters Laboratories

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

### 1.8. Contract Term

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

## 2. Instructions to Suppliers

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

- A. Has read the information and instructions,

B. 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://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login>

### 2.1.2. Restrictions on Communicating with Staff

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

### 2.1.3. Submitting Questions

All questions concerning this eRFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.6 "Issuing Officer" of this eRFQ on the Supplier Question and Answer Form (**Attachment D**). 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. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. Do not use the comments section of the Sourcing Event to submit questions to the Issuing Officer.

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

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

### 2.1.5. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other

means than those expressly permitted by the eRFQ will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this eRFQ.

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

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

- a. Failure of a Supplier to furnish the required information concerning the number of the Supplier's employees or failure to make a representation concerning its size
- b. Failure of a Supplier to furnish cut sheets or product literature
- c. Failure of a Supplier to furnish certificates of insurance
- d. Failure of a Supplier to furnish financial statements
- e. Failure of a Supplier to furnish references
- f. Failure of a Supplier to indicate its contractor's license or other evidence of required licensure, except that a contract must not be awarded to the Supplier unless and until the Supplier is properly licensed under the laws of Georgia
- g. Failure of a Supplier to furnish an e-verify affidavit, except that a contract must not be awarded to the Supplier unless and until the Supplier has submitted a properly executed e-verify affidavit.

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

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

#### **2.1.8. Protest Process**

Suppliers should familiarize themselves with the procedures set forth in Chapter 6, Section 6.5 of the *Georgia Procurement Manual*.

#### **2.1.9. 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 Supplier's response and participating in the procurement process (including the protest process) is the Supplier's sole responsibility. The State will not provide reimbursement for such costs.

#### **2.1.10. 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 Suppliers Conference. 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.

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

Solicitation opportunities will be publicly advertised as required by law and the provisions of the *Georgia Procurement Manual*. Information submitted in response to this solicitation will be processed in accordance with applicable State of Georgia procurement procedures. Requests for copies of bids and proposals prior to final award of a contract shall be handled in accordance with the procedures outlined in O.C.G.A. § 50-5-67, the State Purchasing Act, whereas requests for procurement-related documents after final contract award or upon cancellation of a bid without intent to rebid are handled in accordance with the Georgia Open Records Act as provided in O.C.G.A. 50-18-71 et. seq. DOAS reserves the right to assess production costs as provided pursuant to O.C.G.A. 50-18-71(c). Proposals and bids, including documents pertaining to the solicitation, become the property of the State and shall be open to public inspection as follows:

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

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

disclosure.

**2.1.11.2.1 Marking Submissions as “Confidential”, “Proprietary”, or “Trade Secret:** If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential,” “Proprietary”, or “Trade Secret.” All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as “Confidential” will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. The State is required to make its own determination regarding what information may or may not be withheld from disclosure regardless of the designation made by the Supplier.

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

**2.1.11.2.3 Trade Secret:** In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include with its bid/proposal submission, an **affidavit** indicating the specific information that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a “trade secret” shall not be binding on the State, but the State will review and consider the designation. If the Supplier does not include an affidavit with its bid/proposal submission, the State is authorized to produce the Supplier’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Wholesale designation of a response or substantial parts of a response as “trade secrets” will not

be accepted by the State. Generally, the State does not consider pricing information to be trade secret.

#### **2.1.12. Registered Lobbyists**

By submitting a response to this eRFQ, the Supplier hereby certifies that the Supplier and their lobbyists are in compliance with O.C.G.A. § 21-5-51 et seq.

## **2.2 Submittal Instructions**

Listed below are key action items related to this eRFQ. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the eRFQ provides high-level instructions regarding the process for reviewing the eRFQ, preparing a response to the eRFQ and submitting a response to the eRFQ. Suppliers are required to access, print and utilize the training materials associated with "Team Georgia Marketplace™" identified in Section 2.2.1 of this eRFQ to ensure the supplier successfully submits a response to this eRFQ.

### **2.2.1. eRFQ Released**

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

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

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

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

### **2.2.2. eRFQ Review**

The eRFQ consists of the following: this document, entitled "Electronic Request for Quotes ("eRFQ")" Biological and Laboratory Supplies and Equipment, and any and all information included in the Sourcing Event, as posted online in Team Georgia Marketplace™, including any and all documents provided by DOAS as attachments (Reference Section 8) to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, documents may be provided at the "header" level of the Sourcing Event. Please select "View/Add General Comments & Attachments", which appears at the top of the screen of the Event under the "Event Details" Section. Next, by selecting "View Event Attachments", the Supplier may open and save all of the available documents. In this location, the Supplier is most likely to find this document (Statewide eRFQ Document)

as well as the documents referenced in Section 4 "eRFQ Bid Factors." Please thoroughly review all provided Event Attachments.

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

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

### 2.2.3. Preparing a Response

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

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFQ or any other logical name so that DOAS can easily organize and navigate the Supplier's response.
5. NOTE: There is a limit of 56 characters for file names in the system and special characters are not accepted.
6. Use caution in creating electronic files to be uploaded. If DOAS is unable to open an electronic file due to a virus or because the file has become corrupted, the Supplier's response may be considered incomplete and disqualified from further consideration.
7. Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFQ specifically requests the use of another type of software or file format than those listed above, please

contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event DOAS is unable to open an electronic file because DOAS does not have ready access to the software utilized by the Supplier, the Supplier's response may be considered incomplete and disqualified from further consideration.

8. 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 eRFQ to upload these documents in the proper location. There are three places to upload completed documents:

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

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

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

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

1. Please review and confirm that the Supplier has answered all questions appropriately. Many questions require a "YES" or "NO" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.

4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the Supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the Supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the Supplier. The State will not consider the Supplier's use of the "Validate Entries" feature as an excuse for an error committed by the Supplier in the preparation of its response.

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

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

Please note that submission is not instantaneous; therefore, each Supplier must allow ample time for its response to be submitted prior to the deadline.

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

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

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

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

3. WITHDRAW/CANCEL. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then select "Save for

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

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

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

[ProcurementHelp@doas.ga.gov](mailto:ProcurementHelp@doas.ga.gov).

## **3. General Business Requirements**

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

### **3.1 Periodic Performance/Sales Reports**

If selected for award, the Supplier shall submit the following management reports to the DOAS identified Contract Administrator. All reports shall be provided by the Supplier in electronic format. If specified by DOAS Contract Administrator, all electronic reports must be submitted in unlocked Microsoft Excel, Microsoft Access format that can be exported into an Adobe PDF. If applicable, reports should include the ability to sort/summarize by account.

#### **3.1.1. Quarterly Sales Report**

A quarterly statewide sales report detailing all statewide contract sales information to Authorized Users to include (but not limited to) the following line item level transaction details: product category/subcategory, Authorized User/Customer organization name, product manufacturer name, product part/model number, product description, NIGP code, merchandise class code/indicator, quantity, unit of measure, unit price and extended total price. The information must be provided in excel file format in accordance with the Supplier Quarterly Sales Report template (**Attachment J**). At the end of each state fiscal quarter, Supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace within 20 calendar days of the end of the State's fiscal quarter as specified in Section 3.6.

#### **3.1.2. Ad Hoc Report(s)**

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

### **3.2 Business Review Meetings**

If selected for award, the Supplier must be prepared to participate in business review ("BR") meetings at the request of DOAS (i.e. quarterly, semiannually, annually). During the BR meetings, the Supplier will present a written and/or oral status to DOAS on the overall health of the contract. The BR meeting will also focus on key performance indicators agreed to by the Supplier and DOAS. The BR meeting may involve, but not limited to, the following: review of the Supplier's performance

and submitted reports, identification of areas of improvement, recommended strategies to improve deficient areas, review of previous sales statistics, and strategies to grow sales volume to include marketing strategies/initiatives.

### 3.3 Virtual Catalog

#### 3.3.1. Team Georgia Marketplace™ Virtual Catalog

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

#### 3.3.2. Supplier's Interface with the Virtual Catalog

To be eligible for contract award, the Supplier must agree to cooperate with DOAS and its Contractor, Jaggaer (formerly known as SciQuest), in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Supplier agrees to the following:

1. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days of such request either (1) a hosted catalog or (2) punch-out catalog or a combination of both. Supplier will cooperate with DOAS and Jaggaer to create a schedule to enable the integration of the Supplier's statewide contract offering into the Virtual Catalog within a reasonable time period as determined by DOAS.
2. Supplier will join the Jaggaer Supplier Network (JSN) and will have the option of using the Jaggaer's Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing and images into the Jaggaer system, and view reports on catalog spend and product/pricing freshness. The Supplier can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the JSN can be found at: [www.jaggaer.com](http://www.jaggaer.com) or call the Jaggaer Supplier Network Services team at 919-659-2152 or 800-233-1121.
3. Supplier will support use of the latest version of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC are owned by the United Nations Development Programme (UNDP) are managed by GS1 US. Updates to the UNSPSC are conducted at a minimum of once a year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to an appropriate UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/faqs#How>.
4. DOAS will decide which of the catalog structures (either Hosted, Punch Out, or both as further described below) will be provided by the Supplier. Regardless the type of catalog(s) selected, items displayed within the catalog must be strictly limited to the Supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract are not to be viewable by User Agencies).
  - a. Hosted Catalog. By providing a Hosted Catalog, the Supplier is providing a list of its products/services, pricing, and images in an electronic data file in a format accepted by Jaggaer's System Integration, such as Tab Delimited Text files. In this scenario, the Supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.
  - b. Punch-Out Catalog. By providing a Punch-Out Catalog, the Supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard punch-in via Commerce Extensible Markup Language (cXML). In this scenario, the

- Supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. Updates and Changes made to the Supplier's Online Catalog, as it relates to pricing and adding of items, must be approved by DOAS prior to enabling. If awarded multiple contracts, Supplier agrees to maintain a single Punch-out site and be able to provide the appropriate contract id on each item returned to Jaggaer. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Supplier also agrees to provide e-Quote functionality that is retrievable for purchase through the Integration to facilitate volume discounts. Supplier will need to be able to facilitate the delivery of Level II Punch-Out within this Integration.
5. Minimum Requirements: Whether the Supplier is providing a Hosted Catalog or a Punch-Out Catalog, the Supplier agrees to meet the following requirements:
    - a. Catalog must contain the most current pricing\* and/or discounts, as well as the most up-to-date product/service offering the Supplier is authorized to provide in accordance with the statewide contract; and
    - b. The accuracy of the catalog must be maintained by Supplier throughout the duration of the statewide contract between the Supplier and DOAS; and
    - c. The Catalog must include a State-specific contract identification number; and
    - d. The catalog must include detailed product line item descriptions; and
    - e. The catalog must include pictures or diagrams when possible;\*\* and
    - f. The catalog must include DOAS accepted Unit of Measure
    - g. The catalog must include any additional DOAS content requirements.\*\*\*
  6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
    - a. Updated pricing files are required by the 1<sup>st</sup> of the month and will go into effect in the Virtual Catalog on the 1<sup>st</sup> day of the following month (i.e. file received on 12/01/12 would be effective in the Virtual Catalog on 01/01/13). Files received after the 1<sup>st</sup> of the month may be delayed up to a month (i.e. file received on 11/06/12 would be effect in the Virtual Catalog on 01/01/13).
    - b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the Supplier's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
    - c. Supplier will be required to honor pricing, for an agreed upon time, on orders that are considered to be "in-flight" at the time the price change goes into effect.
  7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDIINT.
    - a. For Punch Out Catalogs the Supplier must accept orders Catalog generated orders via cXML or EDIINT. For Orders consisting of items that are considered, non-catalog items, orders must be able to be received as stated above.
    - b. For Purchase Orders received via email, the Supplier must provide a dedicated email address (i.e. [orders@company.com](mailto:orders@company.com)) that is monitored during normal business hours.
    - c. The Supplier is required to provide positive confirmation via phone or email within 24 hours of the Supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Supplier must provide positive confirmation via phone or email on the next business day.
  8. Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any Supplier's offering from the Virtual Catalog.

\*Current pricing is to be inclusive of all administrative fees, delivery costs, production costs,

third party pass through charges, or any markups or adjustments.

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

- Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Supplier's catalog that will be hosted by the Virtual Catalog. These images are displayed to the customer directly in search results as well as in the product details window.
- Provide the actual image files in a 'zip archive'. Please go to [www.winzip.com](http://www.winzip.com) to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- Provide only one image per product.
- Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Supplier's business marketing.
- Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
  - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
  - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
- As products change, updated image files must be submitted to update the Virtual Catalog.
- Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
  - 30 pixels (H) x 70 pixels (W)
  - 50 pixels (H) x 115 pixels (W)
  - 300 pixels (H) x 200 pixels (W)

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

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

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

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through Jaggaer. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's Jaggaer catalog, the awarded Supplier agrees to work in good faith with the board/college to implement the catalog. DOAS does not anticipate that this will require additional efforts by the awarded Supplier; however, the Supplier agrees to take commercially reasonable efforts to enable such separate Jaggaer catalogs or related integrations (i.e., electronic order submission, e-invoicing, etc.). Suppliers are welcome to submit questions regarding this requirement during the Q&A period and/or during the Bidders'/Offerors' Conference.

### 3.4 State of Georgia Payment Programs

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

The State of Georgia PCard may be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. Supplier agrees to accept payment via PCard and shall impose no fee on either DOAS or any Authorized User for the use of the State of Georgia PCard pursuant to this statewide contract. The Supplier also agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Supplier.

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

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

### 3.5. Administrative Fee

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each Supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **one and one-half percent (1.5%)**. EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST RESPONSE WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE

(HEREINAFTER, "THE FEE") BUILT INTO THE SUBMITTED PRICING. All Suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the Supplier and remitted to DOAS in accordance with the following paragraphs.

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

DOAS' Fiscal Quarters	Period	Supplier's Quarterly Sales Report Due Date	Supplier's Payment Due Date (In response to DOAS generated invoice)
Quarter 1	July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 20 <sup>th</sup>	November 15 <sup>th</sup>
Quarter 2	October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 20 <sup>th</sup>	February 15 <sup>th</sup>
Quarter 3	January 1 <sup>st</sup> – March 31 <sup>st</sup>	April 20 <sup>th</sup>	May 15 <sup>th</sup>
Quarter 4	April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 20 <sup>th</sup>	August 15 <sup>th</sup>
-----	-----	<i>30 calendar days following the termination of this Statewide Contract for any reason</i>	

- b. At the end of each state fiscal quarter as defined above, Supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace, including the Supplier's most up-to-date Invoice Contact Name (Billing Contact), Supplier Billing Address, and Supplier Billing E-mail. In the event, no sales have occurred, the Supplier must complete and submit the Quarterly Sales Report, indicating no sales have occurred, and submit the file through Supplier Portal of Team Georgia Marketplace. No later than the date identified above as the "Supplier's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice.
- b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Supplier shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Supplier shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide

contract, wherever such records may be located during normal business hours. Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

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

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

$$(\text{Administrative Fee Amount Due}) \times (18\%) = X$$

$$X / 365 \text{ (366 for leap years)} = Y$$

$$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$$

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

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

### 3.6. Standard Insurance Requirements

If awarded a contract, the Supplier shall procure and maintain insurance which shall protect the Supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the

statewide contract attached to this solicitation throughout the duration of the statewide contract. The Supplier shall procure and maintain the insurance policies described below at the Supplier's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS. The Supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

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

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

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

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

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

### 3.7 Bid Certification

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

1. That the electronically submitted response constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute

- a valid and binding contract between the undersigned and DOAS; and
2. That the Supplier guarantees and certifies that all items included in the Supplier's response including but not limited to all goods, services and technology proposed by Supplier 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 technical and cost bids response submitted by the Supplier shall be valid and held open for a period of one hundred and twenty (120) days from the final solicitation closing date and that the Supplier's response may be held open for a lengthier period of time subject to the Supplier's consent; and
  4. That this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. Supplier is REQUIRED to provide a completed Certificate of Non-Collusion (**Attachment G**) as part of their response to this eRFQ and
  5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10, Article 2, Conflicts of Interest et seq. have not been violated and will not be violated in any respect.

#### **4. eRFQ Bid Factors**

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

##### **4.1. Introduction**

All of the items described in this section are product specifications, technical requirements, service levels and/or terms and conditions that the State expects to be satisfied by the selected Supplier(s). Each Supplier must indicate its willingness and ability to satisfy these requirements in the Supplier's submitted response.

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

##### **4.2. Supplier General Information**

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

##### **4.3. Mandatory Requirements**

As noted in a preceding section, this eRFQ contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Supplier in order for the Supplier to be considered "responsive"

and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. General requirements/specifications stated within this eRFQ document.
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Response Worksheet, General Information detailed in the Bid Factor Questions within the TGM Sourcing Event, and the Cost Worksheet.

#### **4.3.1 General Requirements**

Product Specifications included in this eRFQ shall, until revised or rescinded by DOAS, apply to the future purchase of products described herein under any resultant contract(s). All products must comply with applicable industry standards for manufacturing quality control and quality assurance.

The State requires all Suppliers to comply with all applicable environmental, health, safety, and other performance standards throughout the life of the contract that have been adopted by Federal, State, and City governing bodies. This includes, but is not limited to, all applicable standards adopted by the American Society of Mechanical Engineers (ASME) for pressure vessels, Underwriters Laboratories (UL) and/or National Electrical Manufacturers' Association (NEMA) for electrically operated assemblies, the American Chemical Society (ACS) for chemicals, and the Food and Drug Administration's (FDA) Center for Biologics Evaluation and Research (CBER) for biologics and related items (tissue, allergenics, and therapeutics). Further, all items furnished shall meet the requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Samples of products/items delivered under any resultant contract from any/all of the thirteen (13) categories may be randomly tested for compliance with these specifications during the duration of the contract. If it is determined that delivered products are not equal to or better than specified, DOAS, at its discretion, may terminate the contract.

**4.3.1.1 General Specifications:** The biological and laboratory supplies & equipment provided by Supplier(s) must adhere to the following specifications:

- (a) No products shall be refurbished (cleaned up, re-sharpened, re-painted, re-cased, re-calibrated, etc. or remanufactured unless specifically requested by the Authorized User, in writing.
- (b) All products shall be new, of good design and workmanship, and free from defects or failure.
- (c) No substitute products are allowed without prior review and written consent from DOAS.
- (d) The apparent silence of the specifications contained in this document as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used.

**4.3.1.2 Labels and Containers:**

- (a) Manufacturer's standard label must be affixed by Manufacturer to each product.
- (b) Tangible product shall be securely and properly packaged for shipment, storage and stocking in appropriate, clearly labeled shipping containers, and according to commercial shipping practice.
- (c) Product containers shall be new and of industry standards for laboratory use.

- (d) Where required, the Supplier shall provide one set of the appropriate Material Safety Data Sheet(s) (MSDS) and container label(s) upon delivery of a hazardous material.

**4.3.1.3 Manufacturer Standard Warranty:** The Manufacturer's standard warranty shall apply to materials supplied under resulting contract. All products shall have standard warranty coverage that is identical to or exceed the most inclusive of those normally provided for the products specified herein that are sold to any Authorized User. Suppliers must make available upon request all Manufacturer warranties for products supplied under any resultant contract. Such warranty(s) shall prevail only to the extent that they do not otherwise conflict with other contract provisions.

#### **4.3.2 Mandatory Response Worksheet**

Each Supplier must complete all of the requested information in the attached file entitled Mandatory Response Worksheet (**Attachment B**). As specified with each requirement listed in the Mandatory Response Worksheet, the Supplier must indicate whether they can meet the individual requirements by marking either a "YES" or "NO" in the response block provided. In addition to providing a "YES" or "NO" response, Suppliers may be required to provide supporting materials/information (i.e. product sheets, technical materials, etc.) via attached files, as specified by each individual question/requirement. Suppliers are required to specify a filename in Column E of the worksheet to properly identify electronic files containing supporting materials/information provided in response to this eRFQ. The filename selected by the Supplier must be consistent with the name specified in the "Attachment File Name" column (Column E). A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be a few instances in which a question within the Mandatory Response Worksheet queries whether a Supplier possesses a specific capability whereby a response of "YES" or "NO" is acceptable; and a "NO" response would not result in disqualification of the proposal. Additionally, 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 has had contracts terminated). Otherwise, any mandatory questions marked "NO" can result in failure to meet the technical requirements which may result in disqualification of the proposal.

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

#### **4.4 Additional Information**

As noted in Section 2.2.2 "eRFQ Review", please access and review all of the attachments provided by DOAS within the Sourcing Event. If DOAS requests that Supplier provide supplemental materials as part of the Supplier's response, the Supplier should upload these additional materials as noted in Section 2.2.4 "Uploading Forms".

The following supplemental documents are applicable to this eRFQ and represent information that will be made part of any resultant contract; W-9 Tax Form (**Attachment H**) and Tax Compliance Form (**Attachment I**).

### **5. Cost/Pricing**

Each Supplier is required to submit cost/pricing in the Cost Worksheet (**Attachment C**) as part of their

response to this eRFQ. DOAS has classified biological and laboratory supplies and equipment into thirteen (13) distinct product categories based on the type of product and/or intended use: (1) Biologicals, (2) Chemicals, (3) Consumables, (4) Diagnostics, (5) Laboratory Glassware, (6) Laboratory Instruments, (7) Laboratory Equipment, (8) Laboratory Furniture, (9) Safety Equipment and Clothing, (10) Science and Education, (11) Culture Media, (12) Microscopes and (13) First Aid and Safety Teaching Tools. The Cost Worksheet contains an instructions tab and thirteen (13) individual pricing tabs corresponding to product categories specified above. Each individual pricing tab contains specific product line items within each product category routinely purchased by Authorized Users throughout the state and represent the pricing elements which will be used to evaluate the Supplier's cost proposal response.

In order to be eligible for award, Supplier(s) must, AT A MINIMUM, submit proposed pricing for ALL product line items listed on the individual pricing tab FOR AT LEAST ONE CATEGORY. Suppliers that submit proposed pricing for ALL product line items for MULTIPLE or ALL Categories will be eligible for award at those respective levels. Specific instructions, associated with proposed pricing for individual price elements, are provided in Section 5.2 "Cost Structure and Additional Instructions".

### **5.1. General Pricing Rules**

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

- (1) The submitted pricing must include all costs of performing pursuant to the resulting statewide contract; and
- (2) Responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
- (3) In the event there is discrepancy between a Supplier's unit price and extended price, the unit price shall govern; and
- (4) In the event there is a discrepancy between (1) the Supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet and (2) the Supplier's pricing as quoted by the Supplier in one or more single line entries directly into the TGM Sourcing Event screen (for example, "Your Total Line Pricing" and/or "Your Unit Bid Price"), the former shall govern; and
- (5) The prices quoted and listed in the response shall be firm throughout the initial term of the resulting statewide contract, unless otherwise noted in the eRFQ or statewide contract; and
- (6) Unless otherwise specified in any terms and conditions attached to the eRFQ, all product deliveries will be F.O.B. destination, and all shipping charges must be included in the proposed price; and
- (7) Unless expressly permitted by the eRFQ, responses containing provisions for late or interest charges cannot be included in a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response; and
- (8) Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and
- (9) Unless permitted by the eRFQ, responses requiring payment from the Authorized User in less than thirty (30) days will be considered non-responsive; and
- (10) The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the Supplier's response.

### **5.2 Cost Structure and Additional Instructions**

DOAS' intent is to structure the cost format in order to facilitate comparison among all Suppliers and

foster competition to obtain the best market pricing. Consequently, DOAS requires that each Supplier's proposed price/cost be structured in the format as outlined below. Additional alternative cost structures will not be considered. Each Supplier is hereby advised that failure to comply with the eRFQ instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Supplier's response.

The pricing/cost structure for this eRFQ is based on a firm, fixed unit price. Annual purchase quantities associated with each line item, derived from the historical annual usage of Authorized Users are provided and incorporated in cost sheet computations to be used for evaluation purposes only (see Section 6.3.1). Additionally, the percent of annual spend based on annual purchases of Authorized Users is also provided for each product category (reference Attachment A, Section 1.2) in an effort to give Suppliers deeper insight into the full extent of sales opportunity beyond the list of products identified in category pricing tabs. Although historical usage/purchase data may not represent actual volumes that will be realized under any resultant contract, they provide a conservative but reliable forecast based on an analysis of actual historical purchase activity of Authorized Users on which (1) DOAS will consider in evaluation of proposal prices and (2) Suppliers should strongly consider in the development of their proposed prices.

Based on the product specification (brand name, part number, item description and package size) for each line item in the pricing tabs, Suppliers have the option of proposing an "Exact Match" or a functionally equivalent "Like Item" which must be a close substitute and provide an EQUAL or GREATER value than the exact match specified. The functional equivalency of any like item(s) proposed will be evaluated by DOAS, who reserves the exclusive right to make the final determination whether an item, proposed as an equivalent, actually MEETS or EXCEEDS the required product specifications of the respective line item. It shall be the responsibility of the Supplier, to indicate the brand name, part number, item description and package size of any item being offered as a functional equivalent and to furnish with their proposal such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality, similarity and functional capabilities of the equivalent item being proposed.

Supplier(s) must propose package size quantities (actual package size units of measure specified cannot be changed) that are reasonably consistent with the package size quantities specified because package size quantities that substantially vary in amount may affect the determination as to whether a proposed item is approved as a "Like Item" equivalent. A conversion factor will be applied to Supplier proposed package size quantities that differ, but are reasonably consistent with, the package size quantities specified in order that equivalent comparisons of product prices can be made. Suppliers should note that if any like item equivalent product(s) proposed is not accepted by DOAS, it will result in an incomplete cost proposal which may result in disqualification from further consideration for award. Therefore, if a Supplier is uncertain as to the functional equivalency of any like item proposed, they are encouraged to propose an exact match for the line item. The State reserves the right to request product demonstrations and/or samples from the Supplier to further substantiate the determination of equivalency prior to award. Failure to provide the requested data, product demonstrations and/or samples may be considered sufficient basis for rejection of the Supplier's proposal.

Enter all information directly into the cost sheet. Enter dollar values in "DECIMAL NUMBER" format to the nearest hundredth (two decimal places only), not "currency", or other format unless otherwise stated. That is, omit percent symbols, dollar signs, commas, and any other non-essential symbols (e.g., 10% should be entered as 10 and \$7.90 should be entered as 7.90). Rounding of numbers will not be considered. Enter "0" if there is no charge. Cells left blank will be interpreted as "no offer". Prices must be based on U.S. dollars unless otherwise stated.

Download the cost worksheet (**Attachments C**), complete the individual pricing tabs and then

upload the cost worksheet by following the instructions in Attachment A, Section 2.2.4 "Uploading Forms" of this eRFQ.

#### **5.2.1. Category Pricing Tabs**

Based on historical purchase volumes, purchasing habits and need assessment surveys of Authorized Users, the State has identified a list of specific line items for each product category. Specific line items were derived from an analysis of product offerings within a category and represent examples of those types of items that were purchased more frequently by Authorized Users as compared to other products available in the category. In order to be eligible for a category award, Suppliers are REQUIRED to submit a fixed unit price (based on the proposed package size), for ALL LINE ITEMS listed on a category pricing tab, inclusive of all costs (i.e. profit, overhead, operating & administrative expenses, delivery, administrative fees, etc.) associated with providing the product to Authorized Users.

#### **5.2.2. Additional Products (Not Otherwise Specified)**

The State seeks to make additional products (not specifically identified as a line item on a category price tab in accordance with Section 5.2.1) available for sale to Authorized Users by those Suppliers awarded contracts for Biological and Laboratory Supplies and Equipment categories ONLY. Separate awards based exclusively on these products will not be considered. Specifically, Suppliers that desire to make additional products (not otherwise specified) available for sale within a category may provide a list of Discount Percentages Off their Nationally Published List Price (i.e. Manufacturer Catalog, Private Label Catalog, Commercial Price Book, etc.), for product groupings/classifications in that category. The number and types of discounts specified by Suppliers must fall within the general scope of products for the category.

Any discount percentages proposed will be used, after contract award, to calculate the net purchase price(s) to be paid by Authorized Users for any additional product(s) not otherwise specified in the eRFQ. Suppliers that choose NOT TO PROPOSE discount percentages off published list prices for additional products (not otherwise specified) within a category will not be authorized to offer additional products for sale under any resultant contract. See Section 6.3.2 for specific information related to the evaluation of this category.

#### **5.2.3. Price Adjustment**

Contract prices shall be firm for the base period of the contract. Awarded Suppliers may request price adjustment(s) as part of the contract renewal process. All Supplier request for price adjustment must be accompanied by written documentation detailing specific reasons supported by market/industry data analysis to adequately justify the request. While the information provided by the Supplier will be used as the basis for evaluation of Supplier request for price adjustment, DOAS may take other factors into consideration in the determination of approval of actual price adjustment amounts.

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

Category	PPI Series ID
Laboratory Instruments/Microscopes	WPU118603
Laboratory Glassware	WPU131301
Laboratory Equipment	WPU114612
Chemicals	WPU061

## 6. Evaluation and Award

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

### 6.1. Administrative/Preliminary Review

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

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

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

If the Supplier's response passes the Administrative/Preliminary Review, the Supplier's responses to Section 4 "eRFQ Bid Factors" will be submitted for evaluation. The Evaluation Team will review each Supplier's response in detail to determine its compliance with mandatory eRFQ requirements. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, DOAS/the State's Evaluation Team will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

### 6.3. Evaluating Cost

DOAS will utilize lowest total cost to determine the most competitive pricing. The cost proposal will be evaluated at the category level relative to other proposals, however, the cost proposal may also be evaluated on an overall basis relative to other proposals. Specifically, in the event that two or more Supplier responses to the eRFQ contain pricing for all required pricing elements across all categories, a single proposed price based on all categories combined may be determined and used for comparison relative to other proposals. In order to be eligible for award, Supplier(s) MUST, AT A MINIMUM, submit proposed pricing on ALL PRICE ELEMENTS within AT LEAST ONE CATEGORY as detailed in the cost worksheet. Suppliers that submit proposed pricing on all pricing elements for

multiple or all categories will be eligible for award at those respective levels.

#### **6.3.1. Category Pricing Tabs**

For the purpose of evaluation only, DOAS will compute a Supplier Total Proposed Category Price based on the Supplier proposed prices and the purchase habits of Authorized Users. Specifically, for each line item, the Supplier's Proposed Unit Price will be multiplied by the Annual Quantity to determine the Extended Annual Price for the line item. The Extended Annual Prices for all line items within a category will be summed to determine the Supplier Total Proposed Category Price that will be used for comparison to other bids received in response to the eRFQ.

#### **6.3.2. Additional Products (Not Otherwise Specified)**

In response to this eRFQ, Suppliers are strongly encouraged to propose pricing for additional products not otherwise specified. Supplier proposed pricing for additional products will not be scored or included in the computation of the Supplier's Total Proposed Category Price, but will be evaluated separately to determine if the proposed cost/price is fair and reasonable.

For purposes of evaluation only, DOAS will compute the discounted unit price for a sample list of products based on (1) Supplier Proposed Discount Percentages off List Prices for specific products groupings/classifications and (2) Supplier List Prices. Specifically, for each sample line item selected, the Supplier provided Published List Price will be multiplied by the Supplier Proposed Discount Percentage Off List Price to determine the discount amount. This discount amount will be subtracted from the Supplier's Published List Price to determine the Discounted Unit Price for the line item. These unit prices (computed) will be used to determine if prices are fair and reasonable. It should be further emphasized that the proposed discount percentage off nationally published list prices for product groupings/classifications will apply to all catalog items offered for sale within that grouping/classification and will remain constant throughout the term of the contract, including any renewals. To facilitate the evaluation of proposed product pricing, Supplier(s) are also REQUIRED (as part of their cost response to this eRFQ) to submit a (1) current catalog which provides a description of their products and the most recent retail/list prices OR (2) a valid web link address, directly to their nationally published price list/catalog.

DOAS currently recognizes the following analysis/techniques to support determinations that proposed amounts are fair and reasonable; (a) Adequate price competition (multiple bids), (b) Comparison with prices previously paid for similar/like services, (c) Comparison with published price list, published market prices, discount or rebate arrangements, (d) Comparison with prices/amounts obtained through market research and (e) other industry specific generally accepted price/cost analysis techniques. DOAS reserves the right to omit specific line items from the award of any resultant contract if it is determined that line item unit prices are not fair, and reasonable.

#### **6.3.3. 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.

#### **6.3.4. 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.

#### **6.4. Selection and Award**

The PRIMARY OBJECTIVE of this eRFQ is to identify a SINGLE SOURCE of supply for each Category (the lowest priced, responsive and responsible Supplier meeting all product specifications with whom DOAS has reached agreement on all contract terms and conditions) that can deliver a broad variety of biological supplies and laboratory equipment and supplies, to a broad and dispersed demographic of state and local government users, who require a high level of customer care after the sale. However, DOAS reserves the right to make multiple awards by category, a single award to one Supplier based on all categories combined or multiple awards based on all categories combined; if it is determined (by DOAS) to represent the best value and serve the best interest of state.

DOAS's expects to receive significantly lower pricing, when compared to pricing offered to other potential Authorized Users (e.g. state entity, city, county or university contracts). DOAS reserves the right to accept or reject any and all quotes, or separable portions, and to waive any minor irregularity, technicality or omission if DOAS determines that doing so will serve the State's best interest. DOAS reserves the right to: (a) request clarifications from Suppliers(s); (b) request resubmissions from all Supplier(s); and (c) take any other action as permitted by law.

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

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

#### **6.6. Public Award Announcement**

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

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

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

The statewide contract(s) that DOAS expects to award as a result of this eRFQ will be based upon the eRFQ specifications, the successful Supplier's final response as accepted by DOAS and the contract terms and conditions, which terms and conditions can be downloaded from the eRFQ Sourcing Event. The "successful Supplier's final response as accepted by DOAS" shall mean: the response submitted by the Supplier, written clarifications and any other terms deemed necessary by DOAS, except that no objection or amendment by the Supplier to the eRFQ requirements or the contract terms and conditions shall be incorporated by reference into the statewide contract unless DOAS has explicitly accepted the

Supplier's objection or amendment in writing.

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

### **Exception to Contract**

By submitting a response, each Supplier acknowledges its acceptance of the eRFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the Supplier's submitted response. If the Supplier takes exception to a contract provision, the Supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the statewide contract must be submitted on the Contract Exception Submission Form (**Attachment F**) as part of the Supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFQ.

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

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

## **8. List of eRFQ Attachments**

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

- Attachment A – eRFQ document
- Attachment B - Mandatory Response Worksheet (Reference Section 4.3.2)
- Attachment C - Cost Worksheet, Reference (Reference Section 5)
- Attachment D - Supplier Question and Answer (Q&A) Form (Reference Section 2.1.3.)
- Attachment E - Statewide Contract Terms and Conditions (Reference Section 7)
- Attachment F - Contract Exception Submission Form (Reference Section 7)
- Attachment G - Certificate of Non Collusion (Reference Section 3.7)
- Attachment H – W-9 Form (Reference Section 4.4)
- Attachment I - Tax Compliance Form (Reference Section 4.4)
- Attachment J - Supplier Quarterly Sales Report Template (Reference Sections 3.1.1. and 3.5.)