



Department of
Administrative Services

Customer Focused, Performance Driven

Sonny Perdue
GOVERNOR

Brad Douglas
COMMISSIONER

Date: April 10, 2009

To: Gerald Ross, Commissioner
Richard Sawyer, Chief Acquisition Officer

From: Tim Gibney, Assistant Commissioner – Procurement

Cc: Brad Douglas, Commissioner

Subject: Interagency Delegation Agreement – Delegation of Purchasing Authority

Dear Commissioner Ross and Richard:

Please find your copy of the executed agreement between GDOT and DOAS. We are very pleased to have been able to collaborate in developing these unlimited delegations as well as further professional development for GDOT. There will be additional efforts to delegate purchasing authority and your commitment to training of staff and following the new processes will further support this goal.

On behalf of Brad and me we thank you for your focused attention to the purchasing transformation. Commissioner Ross, Brad and I would appreciate the opportunity to personally introduce ourselves to you at some time in the near future.

Regards,

Tim Gibney, C.P.M., CPPO

Enclosure: Executed Interagency Agreement

STATE OF GEORGIA;
COUNTY OF FULTON:

INTERAGENCY DELEGATION AGREEMENT

This AGREEMENT ("Agreement") is made and entered into this 8th day of APRIL, 2009 by and between Georgia Department of Transportation ("GDOT") an instrumentality in the executive branch of government of the State of Georgia, created pursuant to O.C.G.A. §32-1-1 et seq., and the Department of Administrative Services ("DOAS"), an agency in the executive branch of government of the State of Georgia, created pursuant to O.C.G.A. §50-5-1 et seq.,

WITNESSETH THAT:

WHEREAS, both GDOT and DOAS are constitutionally and statutorily empowered to enter into this agreement for the provision of services pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding 50 years; and

WHEREAS GDOT desires to contract on its own behalf for certain goods and/or services in which the GDOT has specialized in-house expertise; and

WHEREAS, OCGA 50-5-69(a) empowers DOAS to authorize the various offices, agencies, departments, boards, bureaus, commissions, institutions, authorities, or other entities of the state to make purchases on their own behalf and provide the circumstances and conditions under which such purchases may be made.

NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Undertaking. Effective March 1, 2009, DOAS will delegate unlimited dollar delegated authority to GDOT in regard to the task of performing GDOT's own purchase of the goods and/or services identified in Exhibit A. Normal delegation for all other GDOT purchases pursuant to Title 50 of OCGA shall remain in place and is currently limited to \$100,000 dollars per request for quote, and all such requests for quotes shall be subject to GDOT compliance with the following requirements:

- GDOT will post all solicitations on the Georgia Procurement Registry in accordance with the *Georgia Procurement Manual* and follow all administrative rules (contained in the *Georgia Procurement Manual*) for all GDOT purchases pursuant to Title 50 of OCGA, and will otherwise follow all State laws related to procurement;

- GDOT Operational Purchasing Office will utilize eQuote, where practical for all RFQs, and will keep DOAS informed in cases where eQuote utilization is considered impractical;
- GDOT Operational Purchasing Office will submit requests to issue request for proposals (RFP) to the DOAS State Purchasing Division (SPD) prior to posting on the Georgia Procurement Registry. Pursuant to OCGA 50-5-67, DOAS must certify the use of competitive sealed bidding is not practical or advantageous to the state in completing the acquisition described in the RFP.
- GDOT Operational Purchasing Office will handle all protests using DOAS procedures and make its best effort to resolve any protest within 21 days. GDOT Operational Purchasing Office will use DOAS QuickBase system to log in when protests are received and when protests are resolved. Contact with DOAS will be available to support timely resolution of any protest. Protest decisions issued by the GDOT Operational Purchasing Office may be appealed by vendors to the DOAS Commissioner;
- GDOT has provided (or will provide within 10 days of the date of this agreement) to the DOAS State Purchasing Division Assistant Commissioner (SPDAC) 1) a current organization chart of the GDOT's Operational Purchasing Office staff from the GDOT Purchasing Officer (APO) on down; and 2) a current organization chart of its purchasing staff from the (APO) on up to the agency head further, GDOT Operational Purchasing Office will report any subsequent staff or related organizational changes to SPDAC within 30 calendar days of the change;
- GDOT agrees to inform SPDAC of any changes to the designated APO. It is understood that changes in personnel, non-maintenance of training, and quality of work may cause changes to delegation authority;
- The GDOT APO will provide proper oversight of procurements and utilize the DOAS Scorecard tool to assess the quality of procurement work;
- GDOT will maintain certifications of its Operational Purchasing Office staff by attending all State Purchasing Division training classes and successfully achieving Georgia Certification within timeframes agreed upon by DOAS and GDOT;
- GDOT Operational Purchasing Office will utilize all current DOAS forms, templates and processes as practical to insure compliance with DOAS process improvement/quality efforts as communicated and maintained on the following website <http://statepurchasing.doas.georgia.gov/02/doas/osp/home/0,2469,35226973,00.html> unless otherwise agreed by DOAS and GDOT;
- GDOT Operational Purchasing Office will endeavor to follow the 7-Stage Strategic Sourcing Methodology in the processing of solicitations;
- GDOT Operational Purchasing Office will submit to DOAS Process Improvement Reviews as determined necessary by DOAS and will correct findings in order to maintain such delegation;
- GDOT Operational Purchasing Office will provide a quarterly report of completed procurements of items listed in Exhibit A, , reporting savings (using the approved reporting methodology), number of bidders, total spend

and a description of the solicitations. This report must be submitted to the SPDAC by the 15th day of the month following the close of each quarter. Other information may be requested and made part of this MOU by mutual agreement; and

- GDOT Operational Purchasing Office will be responsive to other reporting requirements such as 6-month forecasts and other information requested.
- Additional or specific details as contained in Exhibit A.

2. Termination. Either party may terminate this agreement upon 90 (ninety) days written notice to the other. However, DOAS may terminate this agreement upon shorter notice as it deems necessary for violations of this agreement, DOAS policies or state law depending on the severity of the violation(s) and/or the history of violations.

3. Limitations.

a. None of the terms and conditions of this agreement or the items listed herein shall affect the responsibilities and exceptions granted to GDOT under Title 32 of OCGA.

b. The parties to this Agreement have the relationship of independent contractors to each other, and nothing herein shall be construed to make either party an agent, employee, partner or joint venturer of the other.

c. The parties to this Agreement acknowledge and agree that this is a limited, partial undertaking. This agreement does not purport to address, or resolve all issues which may arise, nor is it intended to provide complete or partial solutions for any matters which may involve third parties. The parties hereto agree to work together in good faith to resolve any employment or staff implementation issues which arise and are not addressed in this Agreement.

4. No Assignment. This Agreement shall not be assigned.

5. Compliance with All Applicable Laws, Rules and Regulations. The parties shall comply with all applicable laws, rules and regulations of the United States and the State of Georgia. In particular, the parties agree:

a. That the conflict-of-interest laws contained in O.C.G.A. §45-10-1 et seq. will not be violated by this agreement; and

b. That the parties will be in compliance with the Federal and State Drug-free Workplace statutes.

6. Governing Law. This agreement shall be governed by the laws of the State of Georgia.

7. Notices. All notices hereunder shall be delivered by either party to the other at the address and emails of the parties set forth below.

GDOT
Office of the Commissioner
600 West Peachtree Street

22nd Floor
Atlanta, GA 30308

DOAS
Office of the Commissioner
18th Floor
200 Piedmont Avenue, SE West Tower
Atlanta, GA 30334-9010

Either party may from time to time by notice to the other designate a different address to which notices shall be sent.

8. Entire Agreement. This agreement sets forth the entire understanding between the parties relating to the limited subject matter contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. It is understood and agreed that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed as of the day and year first above-stated.

GDOT

DEPARTMENT OF
ADMINISTRATIVE SERVICES:



Richard Sawyer
Chief Acquisition Officer



Tim Gibney
Assistant Commissioner
State Purchasing Division



Gerald Ross, Commissioner



Brad Douglas, Commissioner

EXHIBIT A

- Asphalt and related products
- Hydrated lime
- Aggregate
- Concrete and Cement
- Joint Sealant
- Concrete Pipe
- Raised Pavement Markers and Pre-formed Plastic Markers
- Hot Melt Adhesive
- Waterborne Traffic Paint
- Thermoplastic Material
- Glass Beads
- Traffic Control Equipment
- Traffic Signs
- Traffic Signposts and stands
- Delineator Posts
- Guardrails
- Attenuators
- Barrels
- Barricades
- Sand
- Salt
- Wildflowers, Hay, Grass Seed, Hydraulic Mulch
- Flower Bulbs
- Herbicide Agents
- Maps
- Hurricane Gates and Arms
- Parts and Repair of GDOT-Owned Transportation Equipment

*DOT has unlimited dollar delegated authority with respect to all items in this Exhibit A