



State of Georgia

STATEWIDE CONTRACT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Electronic Request for Proposals (“eRFP”)

Event Name: Supplemental Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories

eRFP (Event) Number: 99999-001-SPD0000152

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposal (“eRFP”) is being issued to establish one or more statewide contracts, with one or more qualified Suppliers, to provide Public Mass Transit & Transportation Vehicles, Related Equipment and Accessories. This eRFP is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) 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 and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other Governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as “Authorized Users.”

The purpose of this solicitation is to establish a comprehensive supply base capable of providing an extensive variety and quantity of Commuter Buses, Transit Buses, Electric Buses, and Medium Duty Transit Vehicle (Cutaway) that meet varying levels/types of requirements as set forth by local, state and/or federal transit organizations. Specifically, in response to this solicitation, Suppliers are afforded the opportunity to propose vehicles for purchase by Authorized Users that use state/local funds exclusively as well as Authorized Users that receive financial assistance (grants) from the U.S. Department of Transportation’s Federal Transit Administration (FTA). The sale of public transit vehicles to Authorized Users that are funded in whole or in part by grants from the FTA are subject to unique requirements, certifications and terms/conditions for third party contracts and as detailed in the FTA Master Agreement (**Attachment L**), FTA Requirements and Clauses (**Attachment M**), FTA Required Certification Forms (**Attachment N**), and the FTA Form CER 10 (**Attachment O**) and will become part of the Statewide Contract.

This solicitation is designed to structure contract(s) that will provide Authorized Users considerable flexibility in purchasing transit vehicles and related equipment/accessories by establishing an “ala carte menu” style ordering process similar to the General Services Administration (GSA) federal schedule. Any contract(s) awarded, as a result of this solicitation, will be “rolled over” to the base Georgian Public Mass Transit Contract 99999-001-SPD0000138. Public mass transit vehicles made available for purchase pursuant to any resultant contract(s) will be based on two (2) primary purchase types: Vehicle purchased by Authorized Users with federal grants (FTA grantees) that are compliant with FTA regulations or “FTA Compliant” and vehicles purchased by Authorized Users without federal grants or “FTA Non- DOAS has separated transit vehicles into two (2) distinct product categories (1) Buses (Coaches, Transit and Electrical), (2) Medium Duty Transit Vehicles (Cutaways). Vehicle types within each category have been further classified into subcategories based on vehicles with common distinctions and/or applications as described in the table below (Exhibit A).

Exhibit A: Public Mass Transit & Transportation Product Categories

CATEGORY - BUSES	
SUB CATEGORY	DESCRIPTION
COACH	A type of bus used for transporting passengers on excursions and on longer-distance intercity bus service between cities. Coaches often have a luggage hold that is separate from the passenger cabin and can be equipped with facilities required for longer trips, including comfortable seats and sometimes a toilet. A bus with front door only, separate luggage compartments, and usually with restroom facilities and high-backed seats for use in high-speed long-distance service. Usually 30-45 foot or longer, with only forward-facing, reclining seats. Most noted for being the vehicles of choice for the intercity bus industry. These buses can be made wheelchair accessible.
TRANSIT	A bus with front and center doors, normally with a rear-mounted engine, low-back seating, and without luggage compartments or restroom facilities for use in frequent stop service. This is what is used most typically on fixed route systems. The most common type of these buses that are used in transit systems are 35 foot to 40 foot The average life expectancy of transit bus chassis is about 12 years. It is common for the engine and other equipment to be rebuilt a number of times.
ELECTRIC	Any bus in Categories 1, 2, & 3 powered solely by electricity.
CATEGORY - CUTAWAYS	
MEDIUM TRANSIT	A specially-made body placed on a Ford or Chevy "cutaway" truck (not van) chassis with a gross vehicle weight rating (GVWR) of 22,000 to 26,000 . The chassis is made by Ford, or Chevy, but the bodies are manufactured by companies such as Champion, Collins, Diamond, El Dorado, etc. They have walk-in, front entry doors and a center aisle, and they have various wheelbases, with interiors tall enough to allow a person to stand, and four- across seating. When equipped to handle 24 or more passengers, an extra rear axle, referred to as a "tag axle," is usually added by the manufacturer.

1.2. Estimated Spend

DOAS has determined through spend analysis encompassing fiscal years 2013 through 2017 (01 July 2012 through 30 June 2017) that Authorized Users spend on average approximately \$9.24M annually on public transit vehicles (Non-FTA - \$4.84M and FTA Compliant- \$4.40M) as outlined in this eRFP. This historical spend is based on purchasing activity by Authorized Users across the state associated with two (2) statewide contracts for the purchase of Non-FTA compliant vehicles, in addition to various separate local government entity agreements/contracts for the purchase of FTA compliant vehicles. It should be noted that the \$13.1M spend (Non-FTA) in FY 2015 in the Transit Bus Cutaway Category, reflects a single purchase by Metropolitan Atlanta Rapid Transit Authority (MARTA).

While total spend for all transit vehicles remained somewhat steady in fiscal years 2013 & 2014 at around \$5M and the spend increased substantially in years 2015 & 2017. Spend totals for FY2015 are considered "uncharacteristic" of a typical year and were widely influenced by a larger than normal increase in an asset modernization project by Metropolitan Atlanta's Rapid Transit Authority (MARTA). The rise in spend on statewide contracts during typical years can be most closely associated with increased marketing efforts and closer relationship with professional public transportation organizations. The following chart depicts total spend by fiscal year based on the purchase type (FTA Compliant, Non-FTA Compliant) and product subcategory:

NON FTA	Fiscal Year					
CATEGORY	2013	2014	2015	2016	2017	Grand Total
Coach	N/A	N/A	N/A	N/A	N/A	N/A
Transit Bus	N/A	N/A	N/A	N/A	N/A	N/A
Transit Bus Cutaway	\$1,515,692	\$2,041,378	\$13,184,059	\$2,626,585	\$57,292.56	\$19,425,006
Grand Total	\$1,515,692	\$2,041,378	\$13,184,059	\$2,626,585	\$57,292.56	\$19,425,006
FTA	Fiscal Year					
CATEGORY	2013	2014	2015	2016	2017	Grand Total
Coach	\$1,721,000	N/A	\$2,745,178	\$0	\$0	\$4,466,178
Transit Bus	\$1,109,000	\$2,531,794	\$4,377,000	\$3,245,000	\$16,016,970	\$27,279,764
Transit Bus Cutaway	\$675,774	\$240,000	\$300,000	\$320,000	\$929,629	\$2,465,403
Grand Total	\$3,505,774	\$2,771,794	\$7,422,178	\$3,565,000	\$16,946,599	\$34,211,345
FTA & NON FTA	Combined Spend Fiscal Years 13-17					\$53,636,351

While DOAS does not currently have insight into causes for shifts in spending patterns associated with FTA Compliant vehicles, the chart below contains the list of Georgia Transit Agencies that historically purchase FTA compliant vehicles, and they are expected to comprise a substantial portion of the expanded customer base of Authorized Users that will make purchases from any resultant contract(s):

Transit Agencies in Georgia		
ALBANY TRANSIT SYSTEM	ALBANY	GA
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY	ATLANTA	GA
AUGUSTA RICHMOND COUNTY TRANSIT DEPARTMENT	AUGUSTA	GA
METRA TRANSIT SYSTEM	COLUMBUS	GA
CHATHAM AREA TRANSIT AUTHORITY	SAVANNAH	GA
GWINNETT COUNTY BOARD OF COMMISSIONERS	LAWRENCEVILLE	GA
HALL AREA TRANSIT	GAINESVILLE	GA
MACON-BIBB COUNTY TRANSIT AUTHORITY	MACON	GA
GEORGIA REGIONAL TRANSPORTATION AUTHORITY	ATLANTA	GA
CITY OF ROME TRANSIT DEPARTMENT	ROME	GA
COBB COUNTY DEPARTMENT OF TRANSPORTATION AUTHORITY	MARIETTA	GA
DOUGLAS COUNTY RIDESHARE	DOUGLASVILLE	GA
ATHENS TRANSIT SYSTEM	ATHENS	GA
MARIETTA - VPSI, INC.	MARIETTA	GA
CLAYTON COUNTY BOARD OF COMMISSIONERS	JONESBORO	GA
CHEROKEE COUNTY BOARD OF COMMISSIONERS	CANTON	GA

This eRFP seeks to combine the requirements of the existing statewide contracts and numerous state/local entity level agreements under a single statewide contract with one or more Suppliers. 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) and the expanded (1)

customer base and (2) product offerings, in addition to other enhancements/additions planned for any resultant contract(s). Therefore, in response to this eRFP DOAS expects to receive substantially discounted pricing that takes into consideration the large purchasing base of Authorized Users, additional efficiencies afforded from the consolidation of procurement and administrative processes under a single contractual umbrella, expanded product offerings and other enhancements. Anticipated growth in sales are expected because the Awarded Supplier(s) of any resulting statewide contract will receive maximum exposure of their service offerings through Team Georgia Marketplace (the State's e-Procurement Solution) and an increased emphasis on collaborative marketing efforts of the Supplier(s) and the State Purchasing Division.

1.3. eRFP Certification

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

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

1.4. Overview of the eRFP Process

The objective of the eRFP is to select one or more qualified Suppliers to provide the product/services outlined in this eRFP to Authorized Users. This eRFP process will be conducted to gather and evaluate responses from Suppliers for potential award. All qualified Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating Suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

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

1.5. Schedule of Events

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 solicitation closing date (date proposals are due) will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, DOAS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the statewide contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	12/14/2017	N/A
Offerors' Conference Location: Department of Administrative Services	12/21/2017	10:00 a.m. ET

State Purchasing Division 200 Piedmont Ave., 18th Floor, Conference Room 1816A, West Tower Atlanta, GA 30334 Attendance is: Optional Note: Suppliers will have the ability to log on to the webinar/go to meeting for the Offerors conference		
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	12/28/2017	5:00 p.m. ET
Responses to Written Questions	(1/8/2018)	5:00 p.m. ET
Proposals Due/Close Date and Time	(1/18/2018)	5:00 p.m. ET
Proposal Evaluation Completed (on or about)	2 to 3 Weeks after Closing	TBA
Negotiations Invitation Issued (emailed) (on or about); discretionary process	2 to 3 Weeks after Closing	TBD
Negotiations with Identified Suppliers (on or about); discretionary process	3 to 4 Weeks after Closing	TBD
Final Evaluation (on or about)	5 to 6 Weeks after Closing	TBD
Finalize Contract Terms	6 to 8 Weeks after Closing	TBD
Notice of Intent to Award* [NOIA] (on or about)	8 to 10 Weeks after Closing	TBD
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	TBD

1.6. Official Issuing Officer

Billy Gilbert

Telephone: 404-657-4277

billy.gilbert@doas.ga.gov

1.7. Definition of Terms

Please review the following terms:

Buy America Rule - The "Buy America Requirements" Regulation, Title 49 of the Code of Federal Regulations, Part 661.

Component - Any article, material, or supply, that is directly incorporated into an end product at the final assembly location.

DOAS – the Georgia Department of Administrative Services

DOT - The United States Department of Transportation

Final assembly - The bringing together of a significant number of individual components for the purpose of creating an end product.

FTA - Federal Transit Administration, an agency of DOT

FTA Compliant Vehicle – A vehicle that meets all FTA and Federal requirements to include Buy America Requirements that qualify the recipient to receive FTA funds

FTA Non- Compliant Vehicle – A vehicle that does not meet all FTA and Federal requirements to include Buy America” requirements and that does not qualify the recipient to receive FTA funds

Manufacture - The transformation of a component or group of subcomponents for the purpose of adding value to, improving, or creating a functionally different component.

Performance test - An operational test for the vehicle when it is tested on an actual track to evaluate its performance.

Post-delivery - The period during the procurement process beginning with the signing of a formal contract with the selected supplier. It includes the period of vehicle manufacturing, inspection, testing, and delivery. It ends with title transfer or the placement of the vehicles into revenue service, whichever is first.

Pre-award - The period during the procurement process before the recipient enters into a formal contract with the supplier.

Pre-Award and Post-Delivery Rule - The "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases" Regulation, Title 49 of the Code of Federal Regulations, Part 663.

Purchaser - The recipient.

Recipient - A receiver of Federal financial assistance from the FTA.

Review - An analysis conducted by the recipient that will result in a file containing the necessary certifications of compliance, including the Buy America certification, purchaser's requirements certification, and Federal Motor Vehicle Safety Standards (FMVSS) certification.

Rolling stock - Transit vehicles, such as buses, vans, cars, railcars, locomotives, trolley cars and buses, ferry boats, and vehicles used on guideways and incline planes.

Subcomponent - Any article, material, or supply that is one step removed from a component.

Supplier(s) – company (ies) desiring to or currently doing business with the State of Georgia

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

1.8. Contract Term

1.8.1 IMPORTANT NOTE: Any resulting awards from this solicitation will be rolled into the base contract Supplemental Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories contract 99999-001-SPD0000138 and the terms will match the terms in the Base Contract.

1.8.1 The initial term of the base statewide contract(s) is one (1) calendar year from the date of execution. Or will match the term of the base contract 99999-001-SPD0000138. DOAS shall have four (4), one (1) year options 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, if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract; DOAS may, with the written consent of the awarded Supplier, extend the statewide contract 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 may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the statewide contract does not guarantee any specific volume or a commitment of funds.

Instructions to Suppliers

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

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

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

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.6 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1, Question narrative, *Citation of relevant section of the eRFP*

Question #2, Question narrative, *Citation of relevant section of the eRFP*

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

2.1.4. Attending Bidders/Offerors' Conference

The Offerors' Conference or any other information session (as indicated in the schedule of events) will be held at the offices referred to in Section 1.5 "Schedule of Events" of this eRFP. Attendance is optional (not mandatory); although Suppliers are strongly encouraged to attend. The Supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. DOAS reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

Prior to award, DOAS must be assured that the selected Supplier(s) has all of the resources to successfully perform under the statewide contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the ongoing needs of the State, financial resources sufficient to complete performance under the statewide contract, and experience in similar endeavors. If, during the evaluation process, DOAS or the State's evaluation team is unable to assure itself of the Supplier's ability to perform, if awarded, DOAS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility. If such information is required, the Supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

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

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

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

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

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

2.1.9. Protest Process

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

2.1.10. Costs for Preparing Proposals

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

2.1.11. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offerors 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.

2.1.12. Public Access to Procurement Records

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

2.1.13. Registered Lobbyists

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

1.10. Submittal Instructions

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

1.10.1. eRFP Released

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

http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp .

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

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

1.10.2. eRFP Review

The eRFP (or “Sourcing Event”) consists of the following: this document, entitled “Electronic Request for Proposal (eRFP), Public Mass Transit & Transportation Vehicles and Related Equipment and Accessories (**Attachment A**), and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by DOAS as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6) 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 eRFP Document) as well as the worksheets referenced in Section 4 “eRFP Proposal Factors”, such as the Program Requirement Document, Supplier General Information Worksheet, Mandatory Response Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.
2. Second, documents may also be provided at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Sourcing 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 also most likely to find the cost worksheet (as defined by Section 5 “Cost Proposal”) as well as any other documents related to the identified line items. Please thoroughly review all provided attachments.

1.10.3. Preparing a Response

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

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP or any other logical name so that DOAS can easily organize and navigate the Supplier’s response.

5. 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.
6. Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event DOAS is unable to open an electronic file because DOAS does not have ready access to the software utilized by the Supplier, the Supplier's response may be considered incomplete and disqualified from further consideration.
7. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Event.

1.10.4. Uploading Forms

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

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

1.10.5. 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 their response.

1.10.6. Submitting the Completed Response/Bid

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

1.10.7. Reviewing, Revising or Canceling a Submitted Response

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

1. REVIEW ONLY. In the event the Supplier only wishes to view a submitted response, the Supplier may select "View/Edit". Once the Supplier has finished viewing the response, the Supplier may simply exit the screen. DO NOT SELECT "Save for Later". Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted 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 eRFP CLOSE DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY DOAS, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a Supplier's inability to correct errors or otherwise make revisions to the submitted response or the Supplier's inability to resubmit a response prior to the eRFP close 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.

1.10.8. Help Desk Support

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

3. General Business Requirements

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

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. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. The Supplier agrees to provide all data requested in a flat file format as designated by DOAS' Contract Administrator.

Quarterly Sales Reports

Statewide sales by customer account number and type of customer: State Agency, Local Entity or Other, in addition (but not limited) to the following information: product number, product description, manufacturer name, NIGP code, merchandise class code/indicator, quantity ordered, list price, unit price, and total spend. The information must be provided in excel file format in accordance with **Attachment J**. Reports will be submitted quarterly in accordance with due dates established in the table in Section 3.5(a) of the eRFP.

Ad Hoc Report(s)

Supplier may be required to provide Ad Hoc reports to DOAS from time to time, based on unique data request 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 the report.

3.2. Annual Business Review Meetings

If selected for award, the Supplier must participate in Business Review ("BR") meeting with DOAS at least annually. During the BR meetings, the Supplier will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The BR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Supplier and DOAS. The BR meeting may involve, but not be limited to, the following: review of the Supplier's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, strategies to grow sales volume, development/monitoring of a Supplier service "scorecard."

3.3. Virtual Catalog

Team Georgia Marketplace™ Virtual Catalog

In June 2008, DOAS entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain 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.

Supplier's Interface with the Virtual Catalog

To be eligible for contract award, the Supplier must agree to cooperate with DOAS and SciQuest (and any authorized agent or successor entity to 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. Supplier will cooperate with DOAS and SciQuest to create a schedule to enable the integration of the Supplier's statewide contract offering into the Virtual Catalog within this thirty (30) day time period.
2. Supplier will join the SciQuest Supplier Network (SQSN) and will have the option of using the SciQuest's Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing and images into the SciQuest 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 SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 919-659-2152.

3. Supplier will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the Suppliers and are upgraded every 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 a 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 or punch-out as further described below) will be provided by the Supplier. Whether hosted or punch-out, 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 should not be viewable by User Agencies).
 - a. Hosted Catalog. By providing a hosted catalog, the Supplier is providing a list of its products/services and pricing in an electronic data file in a format acceptable to SciQuest, 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. If awarded multiple contracts, Supplier agrees to maintain a single Punchout site and be able to provide the appropriate contract id on each item returned to SciQuest. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item.
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, including all applicable administrative fees 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/service line item descriptions; and
 - e. The catalog must include pictures when possible; * and
 - f. 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/services, altered SKUs, ... etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
 - a. Updated pricing files are required by the 1st of the month and will go into effect in the Virtual Catalog on the 1st day of the following month (i.e. file received on 12/01/13 would be effective in the Virtual Catalog on 01/01/14). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/13 would be effect in the Virtual Catalog on 1/01/14).
 - 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.
7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.
 - a. For Purchase Orders received via email, the Supplier must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.

- b. 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.

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

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

In rare instances where an image is not available, SciQuest 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. SciQuest 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, SciQuest'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 SciQuest Supplier network and signed up for SciQuest's Supplier Portal. These services will be provided by SciQuest 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 SciQuest. In the event Board of Regents or one or more colleges elects to publish the

resulting statewide contract in the board/college's SciQuest 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 SciQuest 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 Offerors' Conference.

3.4. 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. For this statewide contract, DOAS requires each Supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is one percent (**1%**) EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST PROPOSAL WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE (HEREINAFTER, "THE FEE") BUILT INTO THE SUBMITTED PRICING. All Suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, ...etc.). Section 3.4 (a) of the eRFP, which is incorporated in the State of Georgia Statewide Contract document, contains due dates for both quarterly sales report and administrative fees

- (3) 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:"

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

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 that no sales have occurred, the Supplier must complete and submit the Quarterly Sales Report, indicating that 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 Supplier shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through one of the following methods"

- (1) **For Check payments (least preferred):** Supplier shall remit the check together with the Quarterly Sales Report to:

Department of Administrative Services
Finance & Administration Division
200 Piedmont Avenue, S.E.
Suite 1820, West Tower
Atlanta, Georgia 30334-9010

Supplier shall also submit a copy of the sales report to the address above and a second copy of the Quarterly Sales Report and evidence of payment to the DOAS Issuing Officer.

By submission of these reports and corresponding Supplier payments, Supplier is certifying their correctness.

- 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:

$$\begin{aligned} &(\text{Administrative Fee Amount Due}) \times (18\%) = X \\ &X / 365 \text{ (366 for leap years)} = Y \\ &Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$

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 Supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Supplier makes an error and overpays, the Supplier is responsible for alerting DOAS in writing of the Supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Supplier no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Supplier's overpayment of Fees.

- e. Default. THE SUPPLIER'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE SUPPLIER IS HANDLING STATE FUNDS. Accordingly, failure to comply with these contractual requirements shall constitute

grounds for declaring Supplier in default and recovering procurement costs from Supplier in addition to all outstanding Fees and interest.

3.5. 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
-----------------------	-------------
- 4) Errors and Omissions Limit \$10,000,000
- 5) Commercial Umbrella Limit \$2,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance 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's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.7. Proposal Certification

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

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

This section contains the detailed technical requirements, bid factors and related services for this Sourcing Event. Suppliers are required to download, complete and then upload the Worksheets titled "Mandatory Response Worksheet (**Attachment D**), Mandatory Scored Response Worksheet (**Attachment E**), and Additional Scored Response Worksheet (**Attachment F**) found as attachments in the Sourcing Event.

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

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

4.1. Technical Proposal Introduction

All of the items described in this section are service levels 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 appropriate worksheets or as otherwise indicated.

4.2. Supplier General Information

This information is collected electronically through responses to Bid Factors in this eRFP.

4.3. Mandatory Requirements

Mandatory requirements are defined in one or more of the following ways:

- (1) Requirements stated in this eRFP document (reference Sections 2, 3 & 7)
- (2) Requirements contained in the Special Terms and Conditions Related to FTA Vehicles (**Attachment C**)
- (3) Requirement contained in the Mandatory Response Worksheet (**Attachment D**)
- (4) Requirements contained in the Mandatory Scored Response Worksheet (**Attachment E**)
- (5) FTA Master Agreement for FTA vehicles. (**Attachment L**)
- (6) FTA Requirements and Clauses for FTA vehicles. (**Attachment M**)
- (7) Other Bid Factors expressed as questions within the TGM Sourcing Event or otherwise stated in this Section.

4.3.1. Mandatory Response Worksheet

Each Supplier must complete all of the requested information in the attached file entitled Mandatory Response Worksheet (**Attachment D**). As specified with each requirement listed in the Mandatory Response Worksheet, the Supplier must indicate whether their proposal meets 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 (i.e. affidavits, certifications, ...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 eRFP. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be 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 does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" can result in failure of the technical requirements and can result in disqualification of the proposal.

DO NOT INCLUDE ANY COST INFORMATION, FROM THE COST PROPOSAL, IN YOUR RESPONSE TO THIS WORKSHEET.

4.3.2. Mandatory Scored Response Worksheet

Each Supplier must complete all of the requested information in the attached file entitled Mandatory Scored Response Worksheet (**Attachment E**). As specified with each requirement listed in the Mandatory Scored Response Worksheet, the Supplier must indicate whether it will meet the individual requirement (if any) and provide supporting narrative response in the space provided. In addition to providing a narrative response, Suppliers may be required to provide supporting materials/information in the form of attachments, where applicable, as specified by each individual 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 eRFP. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. The narrative responses provided in **Attachment E**, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award." Failure to satisfactorily meet the minimum standards of any mandatory scored requirement (evaluated score below acceptable or less than 50% of available points) may result in a Supplier's technical response being considered ineligible for award.

DO NOT INCLUDE ANY COST INFORMATION, FROM THE COST PROPOSAL, IN YOUR RESPONSE TO THIS WORKSHEET.

4.4. Additional Scored Responses

All items labeled "Additional Scored Responses" represent information that is requested but is not required by DOAS. Suppliers are strongly encouraged to provide a thorough narrative description in the space provided in the Additional Scored Response Worksheet (**Attachment F**). In addition to providing a narrative response, Suppliers may be required to provide supporting materials/information in the form of attachments, where applicable, as specified by each individual 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 eRFP. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 “Proposal Evaluation, Negotiations and Award.”

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

4.5. Additional Information

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

5. Cost Proposal

Each Supplier is required to submit cost/pricing in the Cost Workbook (**Attachment G-1 thru G-6**) as part of their response to this eRFP. Based on the two purchase types (FTA Compliant & FTA Non-Compliant) and two (2) general product categories (Buses & Cutaways), DOAS has classified forty-one (41) different public transit and transportation vehicles types into four (4) distinct categories as follows:

Cost Workbooks for the four (4) categories are: (1) Coach, (2) Transit, (3) Electric and (6) Medium Transit Cutaway.

There are 2 cost sheets provided for each Line Item within each workbook. Bidders can offer a maximum of 2 vehicles per line item.

Attachment G-1 Cost Workbook (1) Coach,
Attachment G-2 Cost Workbook (2) Transit,
Attachment G-3 Cost Workbook (3) Electric;
Attachment G-4 Cost Workbook (6) Medium Transit Cutaway
Attachment G-5 Warranty Labor Hour Cost Rate
Attachment G-6 Additional Options Sheet (universal for all line items)

These specific vehicle line item were identified based on the types of vehicles either (1) purchased from the existing Statewide contract, (2) purchased from a local entity contract, or (3) not previously purchased but expected to be purchased in the future (i.e. Electric Vehicles). The cost workbook contains an instructions tab, glossary tab, line item listing (vehicle type) tab, which are further described below:

In order to be eligible for award, Supplier(s) must, AT A MINIMUM, submit proposed pricing for ALL REQUIRED pricing elements for at least one vehicle line item. Suppliers that submit proposed pricing on ALL REQUIRED pricing elements for MULTIPLE or ALL vehicle line items will be eligible for award at those respective levels. Specific instructions associated with proposed pricing for ALL individual price elements for vehicle line items are provided in Section 5.2 “Cost Structure and Additional Instructions”. The cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations and Award”.

5.1. General Pricing Rules

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

- (1) The submitted pricing must include all costs of performing pursuant to any resulting statewide contract;
- (2) Bid proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award;
- (3) The Supplier is required to provide a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, administrative fees, etc.) for each line item offered.

- (4) In the event there is a discrepancy between the Supplier's pricing as quoted on the uploaded, detailed cost worksheet, and the Supplier's pricing as quoted in one or more single line entries directly into TGM, the former shall govern; and
- (5) The prices quoted in the response shall be firm throughout the initial term of the resulting statewide contract, unless otherwise noted in the eRFP or statewide contract;
- (6) Any prompt/early payment discount(s) offered to the State will be based on payment within a 20 calendar day period commencing on the date of delivery/acceptance of vehicle(s) by the Authorized User.
- (7) Unless otherwise specified in the terms and conditions of a purchase order issued under any resultant contract, all product deliveries will be in accordance with the delivery rate per mile proposed in the Cost Worksheet.
- (8) Unless expressly permitted by the eRFP, Supplier cannot include provisions for assessing late or interest charges to Authorized Users under any resultant contract; Suppliers must "strike through" any such provisions in printed forms;
- (9) Provisions pertaining to pre-payment and/or progress payments, if any, shall be mutually agreed upon at the time of purchase between the Supplier and the Authorized User. All such provisions must be documented in the Authorized User purchase order.
- (10) Any Supplier provisions requiring payment from the Authorized User in less than thirty (30) days are not permitted. The 30-day period commences on the date of acceptance by the authorized user.
- (11) The State of Georgia is exempt from all State sales taxes and Federal excise 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 line item comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each Supplier's cost be in the format provided in the Cost Workbooks (**Attachment G-1 thru G-6**). Additional alternative cost structures will not be considered. Each Supplier is hereby advised that failure to comply with the instructions below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Supplier's response.

The primary cost structure for this eRFP is based on a firm fixed unit price for specific price elements associated with the sale of transit and transportation vehicles. There is, however, one price element that is based on a firm fixed discount percentage. Each individual vehicle pricing sheet contains the list of price elements that (1) are routinely purchased by Authorized Users throughout the state, (2) the State intends to make available for purchase pursuant to this eRFP and (3) will be used to evaluate the Supplier's cost proposal response. Specifically, each vehicle pricing sheet contains (1) specific price elements that are REQUIRED and WILL be used in the calculation of Total Evaluated Cost (Base Vehicle Price, Delivery Charge, Early Pay, Vehicle Required Options), (2) specific price elements that are REQUIRED and WILL NOT be used in the calculation of Total Evaluated Cost (Vehicle Attributes), and (3) price elements which are OPTIONAL and WILL NOT be used in the calculation of Total Evaluated Cost (Other Available Options). Several price elements (both required and optional) also require the Supplier to provide narrative product descriptions for vehicles (i.e. make & model), attributes and/or optional equipment/features being proposed. NOTE: At the top of each pricing sheet, the Supplier is required to enter the full legal COMPANY NAME exactly as it appears on the company's W-9 form in the space provided.

Each Cost workbook contains two pricing sheets for each line item. Suppliers can offer two (2) vehicles per line item.

Enter all information directly into the price sheet forms. Enter dollar values as a "decimal number" to the nearest hundredth (two-place decimal), not "currency" and percentages as a "whole number" (no decimal places), not "percentage" or other format unless otherwise stated (ROUNDING OF NUMBERS WILL NOT BE CONSIDERED). That is, omit percent symbols, dollar signs, commas, and any other non-essential symbols

(e.g., \$7.90 should be entered as 7.90 and 10% should be entered as 10). Required Cells left blank will be interpreted as "NO OFFER". Prices must be based on U.S. dollars unless otherwise stated.

Select the Cost Workbook for each Category bided, and follow the instructions in the Instructions Tab. Complete a vehicle price sheet for all vehicles for which the Supplier desires to make available for sale under any resultant contract and then upload the Cost Workbook (single excel file) by following the instructions in Section 2.2.4, "Uploading Forms" of this eRFP.

5.2.1 Mass Transit Vehicles

Based on historical purchasing habits and need assessment surveys of Authorized Users, the State has identified forty-one (41) vehicle line items to be made available for sale pursuant to this eRFP. These vehicle line items were derived based on an analysis of the types of mass transit vehicles frequently purchased by Authorized Users and are representative of the types of vehicles that have been purchased in substantial quantity as compared to other vehicles available within the industry. For each vehicle line item that a Supplier desires to make available for sale pursuant to this eRFP, the Supplier is REQUIRED to:

- (1) Identify the vehicle being proposed by Category, Subcategory, Line Item (vehicle type) and Purchase Type (FTA or Non-FTA) by the cost worksheet tabs corresponding to the line item chosen; and
- (2) Propose a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, administrative fees, etc) for the base model vehicle; and
- (3) Propose a fixed unit price per mile inclusive of all costs (i.e. profit, overhead, operating & administrative expenses, transportation & fuel, pick-up & preparation charges, travel, insurance, administrative fees, ... etc) associated with delivery of a vehicle to an Authorized User designated location/facility; and
- (4) Propose a fixed percentage that denotes the discount to be applied to the vehicle purchase price for payment of invoices within 20 days (early pay) after customer acceptance. Standard payment terms are Net 30; and
- (5) Propose a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, administrative fees, etc) representative of the credit value to be applied to the base bus attributes for substitution of standard equipment with non-standard base vehicle attributes; and
- (6) Propose a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, administrative fees, etc) representative of the amount to be added to the base vehicle price for the addition of optional equipment/features designated as "**Vehicle Required Options**": and
- (7) Propose a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, administrative fees, etc) representative of the amount to be added to the base vehicle price for the addition of optional equipment/features designated as "**Additional Options**". An Additional Options form is provided at **Attachment G-6**; and
- (8) Propose a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, administrative fees, etc) representative of the **Warranty Hourly Labor Rate in Attachment G-5**.

As part of the Supplier's cost response, this eRFP also affords Suppliers the opportunity to propose additional vehicle equipment options/features that may be offered for sale by the Supplier that are not currently specified as a required vehicle option. Accordingly, Suppliers have the OPTION (not required) to propose a Supplier defined list of other available optional equipment/features for specific vehicle models by (1) specifying a Product Category, (2) providing an Item Description and (3) proposing a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, administrative

fees, etc) representative of the amount to be added to the base vehicle price for the addition of optional equipment/features designated as “Other Available Options”. IT SHOULD BE NOTED that any optional equipment/features for a specific vehicle not listed in the “Other Available Options” section of a price sheet will not be eligible for sale under any resultant contract award.

5.3. Price Escalation/De-escalation

Supplier proposed pricing will remain firm for the initial contract term. Request for price adjustments may be submitted after the end of the initial contract term and on an annual basis thereafter as part of the contract renewal process. If renewal options are exercised, the following methodology will form the basis for the review and approval process for price adjustments. Price adjustment increases will not exceed the percent difference as calculated over a previous twelve (12) month period based on one or more of the following Producer Price Indexes (PPI) as published by the US Department of Labor, Bureau of Labor and Statistics; PPI series ID Number: **336120** Heavy Duty Truck Manufacturing and PPI series ID Number: **3362112** Motor Vehicle Body Manufacturing.

Dependent on the type(s) of vehicle(s) under request/review for price adjustment, an “average” percent difference based on multiple PPI Series IDs (above) will be calculated if more than one PPI Series is determined to be applicable to a specific adjustment request. Preliminary PPI data will not be used in the evaluation. In the event the Supplier request an adjustment that exceeds the average percent difference calculated based on the appropriate PPI series, the Supplier must provide additional justification to clearly substantiate/justify the requested amount, which could include invoices from the manufacturer, as well as other pertinent cost information/data. The State must be notified at least sixty (60) days in advance prior to any price change, and the Supplier(s) must have the State's approval before such change may be implemented.

Additionally, DOAS expects any market reductions to be passed along to the State. Specifically, if the price adjustment analysis referenced above reflects a decrease of two percent (2%) or greater for the previous 12 months of activity, DOAS may request prices under the contract be reduced in accordance with the same schedule outlined above. Supplier(s) will be notified no less than 30 days in advance of any such price adjustment consideration.

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal(s) which represents the best value to the State based on a combination of technical and cost factors that provide the variety of vehicles needed. Based on the results of the initial evaluation, DOAS may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 “Scoring Criteria.” Once the evaluation process has been completed (and any negotiations DOAS desires to conduct have occurred), the apparent successful Supplier(s) will be required to enter into discussions with DOAS to resolve any exceptions to DOAS’ statewide contract (**Attachment H**). DOAS will announce the results of the eRFP as described further in Section 6.9 “Public Award Announcement.”

6.1. Administrative/Preliminary Review

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

1. Proposal was submitted by deadline via Team Georgia Marketplace™
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. Evaluating Proposal Factors (Section 4)

If the Supplier’s proposal passes the Administrative/Preliminary Review, the Supplier’s responses to Section 4 “eRFP Proposal Factors” will be submitted to the Evaluation Team for evaluation.

6.2.1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each Supplier's response in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a Supplier's response fails to meet a mandatory and/or mandatory scored eRFP requirement, DOAS will determine if the deviation is material. A material deviation will be cause for rejection of the Supplier's response. An immaterial deviation will be processed as if no deviation had occurred. All responses which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and the narrative responses to Mandatory Scored Questions will be scored in accordance with the point allocation in Section 6.4 "Scoring Criteria."

6.2.2. Review of Additional Scored Information Questions

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

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

6.3. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, DOAS reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the evaluation Team completes their initial evaluation and scoring of the eRFP Proposal Factors. As stated in Section 5, In order to be eligible for award, Supplier(s) must, AT A MINIMUM, submit proposed pricing for ALL REQUIRED pricing elements for at least one vehicle line item. Suppliers that submit proposed pricing on ALL REQUIRED pricing elements for MULTIPLE or ALL vehicle line items will be eligible for award at those respective levels. In order to be eligible for award, Supplier(s) must, at a minimum, submit proposed pricing on ALL price elements within AT LEAST ONE individual pricing tab as detailed in the Cost Worksheets. Suppliers that submit proposed pricing on all pricing elements within multiple individual pricing tabs or all individual pricing tabs will be eligible for award at those respective levels.

6.3.1. Cost Scoring

DOAS may utilize lowest cost, lowest total cost or total cost of ownership (Minus Residual value. to determine the most competitive cost proposal. The cost proposal will receive a score at the vehicle line item level relative to other proposals. The Supplier deemed to have the most competitive cost proposal for a vehicle line item as determined by DOAS, will receive the maximum weighted score for the cost criteria. Other proposals will receive a percentage of the weighted points available based on the percentage differential between the most competitive cost proposal and the specific proposal in question. Please review Section 6.3.1.2 (below) for specific information associated with cost proposal scoring and point allocation

6.3.1.1 Mass Transit Vehicles (FTA & Non-FTA)

For the purposes of evaluation only, DOAS will compute a single weighted "Total Evaluated Cost" for each vehicle line item based on the Supplier proposed prices and the purchase habits of Authorized Users. The weighted Total Evaluated Cost is based on the projected ratio of the frequency of vehicle purchases made by Authorized Users for a mass transit vehicle without any other purchase considerations (required vehicle options and early pay discounts) as compared to vehicle purchases that include one or both of the other purchase considerations. The percentage split (undisclosed) derived from the ratio will be applied to the various vehicle price scenarios (Base Vehicle Only, Base Vehicle w/ Early Pay Discount, Base Vehicle w/ all Vehicle Required Options and Base Vehicle Bid w/ all Vehicle Required Options & Early Pay Discount) to determine a single weighted vehicle price.

Next, a Delivery Charge will be added to the single weighted vehicle price to determine the Total Evaluated Cost for the vehicle line item. The delivery charge is calculated based on the Supplier proposed delivery charge per mile multiplied by a standard driving distance (undisclosed), as determined by DOAS based on historical data depicting the average number of miles for a typical delivery to an Authorized User designated location/facility. The Total Evaluated Cost (computed) will be used to assign a cost proposal score in accordance with Section 6.3.1.2. It should be noted that vehicles within a specific purchase type (FTA and Non-FTA) will be evaluated independently within the respective peer group ONLY (FTA compliant vehicles compared to other FTA compliant vehicles and Non FTA compliant vehicles compared to other Non FTA compliant vehicles).

While the weighted percentages applied to each of the 4 different pricing scenarios are not disclosed, Suppliers should consider the following information for purposes of evaluation:

- Mass transit vehicles purchases based on the base vehicle price only are expected to occur the vast majority of the time.
- Mass transit vehicles purchases based on the base vehicle price w/ all required vehicle options are expected to occur more frequently than purchases based on the base vehicle price w/ early pay discount, followed to a much lesser extent by purchases based on the base vehicle price w/ all required options and early pay discounts.

6.3.1.2 Total Cost Score

Point allocation for the cost proposal will be applied at the line item level based on purchase type. The Total Evaluated Cost for each line item within a specific purchase type will be used as the basis for point allocation as outlined in section 6.4.

6.3.3. Total Combined Score

The Supplier's total cost score will be combined with the Supplier's technical score to determine the Supplier's overall score (or "total combined score"). Point allocation for the cost proposal will be applied at the vehicle line item level. Technical proposal points will be calculated once per Supplier proposal and the same technical score will be combined with the total cost score for each vehicle line item to determine the Supplier's total combined score for the vehicle line item. See Section 6.7, Selection and Award for specific details regarding the type of awards under consideration for this eRFP.

6.4. Scoring Criteria

The evaluation is comprised of the following:

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

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

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

6.6 Negotiations of Proposals and/or Cost Factors

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

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

6.6.1. Overview of Negotiations

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

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

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

6.6.2. Negotiation Instructions

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

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

6.6.3. Competitive Range

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

6.6.4. Negotiation Round Completion

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

6.7. Selection and Award

The primary objective of this eRFP is to identify the appropriate number of Suppliers that can deliver a wide variety of mass transit vehicles that can effectively meet the operational demands of a broad and dispersed demographic of state and local government users, who require a high level of customer care before and after the sale. Accordingly, DOAS expects to make multiple awards, based on the most highly ranked proposals at the line item level, to responsive and responsible Suppliers who offer products and/or services at competitive prices that meet or exceed the technical requirements/specifications set forth in the eRFP with whom DOAS has reached agreement on all contract terms and conditions. While, the objective of this eRFP is to identify the appropriate number of Suppliers that can effectively meet the operational demands of Authorized Users, DOAS anticipates awards to be limited to not more than the top three (3) highest-scoring Suppliers for each line item based on the total combined score. DOAS reserves the right to make fewer or more line items awards if determined to be in the best interest of the 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.

6.8. Site Visits and Oral Presentations

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

6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award 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 that DOAS expects to award as a result of this eRFP will be based upon the eRFP, the successful Supplier's final response as accepted by DOAS and the contract terms and conditions, which terms and conditions can be downloaded from the eRFP. The "successful Supplier's final response as accepted by DOAS" shall mean: the final cost and technical proposals submitted by the Supplier and any subsequent revisions to the Supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by DOAS, except that no objection or amendment by a Supplier to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the statewide contract unless DOAS has explicitly accepted the Supplier's objection or amendment in writing. Please review DOAS' contract terms and conditions (**Attachment H**) prior to submitting a response to this eRFP. Suppliers should plan on the contract terms and conditions contained in this eRFP and attachments being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Suppliers to better evaluate the costs associated with the eRFP and the potential resulting statewide contract.

Exception to Contract

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

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, unless an additional time is authorized by DOAS. Failure to resolve any contractual issues will lead to rejection of the Supplier for further consideration for award. DOAS reserves the right to proceed to discussions with the next best ranked Supplier.

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

8. List of eRFP Attachments

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

- A. eRFP (this document)
- B. Special Terms Definitions (reference Section 1.6)
- C. Special Terms and Conditions Related to FTA Vehicles
- D. Mandatory Response Worksheet (Reference Section 4)
- E. Mandatory Scored Response Worksheet (Reference Section 4)
- F. Additional Scored Response Worksheet (Reference Section 4)
- G. Cost Workbook with Links to Technical Specifications (Reference Section 5)
 - i. Cost Workbook G-1 – Category 1 Coach Buses
 - ii. Cost Workbook G-2 - Category 2 Transit Buses
 - iii. Cost Workbook G-3 - Category 3 Transit Buses
 - iv. Cost Workbook G-4 - Category 6 Transit Buses

- v. Cost Workbook G-5 - Warranty Hourly Labor rate
 - vi. Cost Workbook G-6 - Additional Options Supplemental Sheet
- H. Statewide Contract Terms and Conditions (Goods) (Reference Section 7)
- I. Contract Exceptions Form (Reference Section 7)
- J. Supplier Quarterly Sales Report Template (Reference Section 3)
- K. Tax Compliance Form
- L. FTA Master Agreement (For FTA vehicles only)
- M. FTA Requirements and Clauses (For FTA vehicles only)
- N. FTA Required Certification Forms (For FTA Vehicles only)
- O. FTA Form CER 10 (For FTA vehicles Only)
- P. Request for Specification Deviations
- Q. Certification for Specifications Compliance Form
- R. Certificate of Non-Collusion
- S. Department of Audits Immigration and Security Form (I-9)
- T. Question and Answer Form
- U. FTA Circular 4220.1F