



State of Georgia

STATEWIDE CONTRACT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Electronic Request for Proposals (“eRFP”)

Event Name: Information Technology (IT) Temporary Staffing Services

eRFP (Event) Number: SPD0000149

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 a contract with one qualified Supplier to serve as the Managed Service Provider for Temporary Staffing of Information Technology Services statewide.

This eRFP is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract will be a “MANDATORY” source for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract will also be available on a convenience basis to other governmental entities such as state authorities, local governments, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract shall be referred to collectively as Authorized Users.

NOTE: Any temporary staffing related services exempt by NIGP™ code pursuant to Section 1.2.3 and 1.2.4 of the Georgia Procurement Manual may (but are not required) be acquired through this contract on a convenience basis.

The purpose of this solicitation is to secure a “vendor neutral” Managed Services Provider (hereinafter, “Supplier”) capable of utilizing a Vendor Management System (VMS) to manage a comprehensive supply base of Staffing Resource Providers with the competency and capacity to provide the full spectrum of temporary staffing resources within the information technology (IT) service industry to a broad demographic of state and local government users with a wide range and variety of staffing needs. These needs are hourly and project based. For purposes of this eRFP, IT temporary staffing services have been separated into two (2) distinct categories based on the type of service to be performed; (1) Staffing Services or (2) Other Staffing Related Services as outlined in the table below. Accordingly, the State seeks proposals from Suppliers that can provide a full range of services across both (2) categories listed above, throughout the entire state, while maximizing and improving the quality and the levels of service for Authorized Users. As technology and the needs of Authorized Users evolve and advance, the State reserves the right to add new categories/subcategories that embrace any new technologies and/or operational requirements, that are consistent with, and do not materially deviate from, the general scope of contingent workforce services set forth in this eRFP.

CATEGORY	SUBCATEGORIES
STAFFING SERVICES	Standard Position Classifications Specialized Position Classifications
OTHER STAFFING RELATED SERVICES	Non-Standard Pre-Employment Screening Affordable Care Act (ACA) Safe Harbor Provision

1.2. Background Information

The current mandatory statewide contract for IT Temporary Staffing was awarded to a Supplier based on competitive solicitations conducted in 2007. Supplier responsibilities include (1) management of a Supplier Network (SN) consisting of Staffing Resource Providers and (2) provision/administration of a Vendor Management System (VMS) that automates the following processes:

- (a) registration of providers,
- (b) posting of requests for IT support by Authorized Users;
- (c) receipt of offers from Staffing Resource Providers;
- (d) analysis of priced resumes to include evaluation and affirmation of the quality of candidate being offered;
- (e) management of acceptance procedures (interviews, evaluations, background checks etc.);
- (f) timesheet processing for Temporary Staffing Resources;
- (g) administration of Staffing Resource Provider invoices;
- (h) Staffing Resource Provider payments;
- (i) oversight of evaluations and
- (j) closeout of requisitions, upon completion

Pursuant to this contract, there are approximately thirty (30) Fixed Price SOW projects and eight hundred (800) hourly temporary staffing resources currently placed on assignment, amassing well over 900,000 workhours (annually) based on requirements entered into the VMS representing roughly seven hundred (700) different Authorized User agreements. The current Supplier Network consist of approximately 360 Staffing Resource Providers, however it should be noted that only 55% have active service orders. Hiring decisions for temporary staff resources are typically made by the Authorized User's business unit and based upon staffing needs and budget availability. Hourly and project based work is engaged by requisition submission to the VMS detailing the qualifications of the desired candidate and/or a Fixed Price Scope of Work (SOW) for projects. The SOW should provide sufficient detail as to allow for a fixed price to be developed. The SOW should include Deliverables, a Milestone Payment Schedule and Staffing Costs and Qualifications. While there is no method for pre-identifying actual temporary staffing demands by Authorized Users, the number of the temporary staff currently assigned is expected to, at a minimum, remain relatively constant during the foreseeable future.

In late 2014, the responsibilities of the Human Resources Administration (HRA), a department within DOAS, were expanded to include program management functions related to temporary staffing activities acquired through statewide contract. HRA, as the Program Management Office (PMO) leverages their knowledge and experience in human resource management to influence the enterprise-wide network of human resource professionals to: (1) maximize contract utilization, (2) manage contract performance, and (3) serve as the conduit for continuous process improvement. Among the primary responsibilities of the PMO is the establishment of a common set of standards, policies, procedures and training curriculum that ensure effective management, oversight and control over the states temporary workforce whether employed directly or through outside contract.

1.3. Estimated Spend

DOAS has determined through spend analysis encompassing fiscal years 2012 - 2017 (July 1, 2011 through June 30, 2017), that Authorized Users of the current statewide contracts spend (on average) just over \$64M annually on information technology related temporary staffing services. This historical spend is based on purchasing activity by Authorized Users across the state associated with the existing statewide contract described above. The following charts depict total spend by fiscal year:

FY	HISTORICAL SPEND
2012	\$49,987,429
2013	\$53,246,690
2014	\$61,965,065

2015	\$69,879,503
2016	\$76,310,532
2017	\$72,669,590
TOTAL:	\$384,058,809

Of particular note, is the fact that despite significant growth from FY2012 to FY2016 (49.4% or \$26.3M), the growth rate has been declining steadily from year-to-year (since FY2013) as evidenced by the 16.4% rise from FY2013 to FY2014, 12.8% rise from FY2014 to FY2015 and the 8.4% rise from FY2015 to FY2016. The slight downturn in spend (4.8%) seen in FY2017 is considered more a “leveling off” of the substantial growth seen over multiple years, as opposed to a declining trend. While DOAS presumes the increase in spend is most likely a result of Authorized Users desire to keep pace with the constant introduction of newer, more expansive and evolving technologies and an increased focus on marketing and awareness of statewide contracts, the specific cause for decreases in spend cannot be pinpointed. The tables below provide detailed information related to the purchasing tendencies of Authorized Users (derived from the historical purchasing activity of Authorized Users over a recent 12-month period):

PERCENT SPEND BY AUTHORIZED USER CLASSIFICATION	
State Government	98.3%
University System	1.5%
Local Government	0.2%

TOP 10 SPEND BY AUTHORIZED USER ENTITY			
Dept of Transportation	16.1%	Dept of Revenue	7.3%
Dept of Education	14.2%	Dept of Public Health	5.3%
Dept of Human Services	13.8%	Dept of Juvenile Justice	3.7%
Dept of Community Health	9.2%	Dept of Corrections	3.5%
Dept of Labor	7.8%	Dept of Drivers Services	3.2%

Although award of this contract does not guarantee any specific volume of sales from Authorized Users, the Awarded Supplier can expect significant sales volume based on historical spending patterns and quantities purchased as outlined above, which are anticipated to be sustainable throughout the term of any resultant contract. In fact, DOAS expects sales volumes to rise substantially based on (1) the centralized management and oversight provided by the PMO and (2) the expansion of marketing efforts to target the local government customer segment, which has shown very limited utilization under the existing statewide contract. Accordingly, in response to this eRFP, DOAS expects to receive substantially discounted pricing that takes into consideration (1) the large purchasing base of multiple state and local government entities, (2) additional efficiencies afforded from the consolidation of ordering and administration processing under one contractual umbrella, (3) expanded service offerings and other enhancements. Anticipated growth in sales is due in large part to the fact that the Awarded Supplier of any resulting statewide contract will receive maximum exposure of their services through Team Georgia Marketplace, the State’s e-Procurement Solution, dedicated support from Human Resource Administration’s Program Management Office and the State Purchasing Division’s expanded emphasis and participation in marketing.

1.4. eRFP Certification

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

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

1.5. Overview of the eRFP Process

The objective of the eRFP is to select a qualified Supplier (as outlined in Section 1.1 "Purpose of Procurement") to provide the 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.

1.6. Schedule of Events

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

Description	Date	Time
Release of eRFP	As Published on the Georgia Procurement Registry ("GPR")	N/A
Offerors Conference State of Georgia 200 Piedmont Avenue, SE 18 th Floor, West Tower Atlanta, GA 30334-9010 (OPTIONAL)	As Published on the GPR	See GPR
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.7	September 26, 2017	2PM
Responses to Written Questions	October 17, 2017	5PM
Proposals Due/Close Date and Time	As Published on the GPR	See GPR
System Demonstration		TBD
Final Evaluation (on or about)	2-4 weeks after closing	TBD
Negotiations Invitation Issued (emailed) (on or about); discretionary process	4 weeks after closing	TBD
Negotiations with Identified Suppliers (on or about); discretionary process	5-7 weeks after closing	TBD
Finalize Contract Terms	8 weeks after closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	9 weeks after closing	N/A
Notice of Award [NOA] (on or about)	As Published on the GPR	See GPR

1.7. Official Issuing Officer

Tetchjan Simpson

tetchjan.simpson@doas.ga.gov

1.8. Definition of Terms

The definition of terms applicable to this eRFP, is provided in the Definition of Terms (**Attachment B**). Any special terms or words which are not identified in this eRFP Document or Attachment B 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.

1.9. Contract Term

The initial term of the statewide contract is for 2 (two) calendar years from the date of execution. DOAS shall have three (3), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of DOAS. Renewal will be accomplished through the issuance of a Renewal Amendment. If the statewide contract, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified services, 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 volume or a commitment of funds.

2. Instructions to Suppliers

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

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

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

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

<https://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 Notice of Award is posted (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, as allowed by the Issuing Officer during the Offerors’ conference, 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 1.7 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP should be submitted in the following format:

Company Name

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

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

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

2.1.4. Attending Offerors Conference Webinar

The Offerors' Conference or any other information session will be held at the location referred to in Section 1.6 "Schedule of Events" of this eRFP. Attendance is OPTIONAL; 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 the Offerors conference. DOAS reserves the right to consider any representative that failed to sign in or arrived 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 has all the resources necessary 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 enough business days, as determined by DOAS, to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

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

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

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

such deficiency when it is to the advantage of the State. Examples of minor informalities or irregularities include, but are not limited to:

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

2.1.8. 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 read and accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the Supplier submitted its response) unless expressly stated otherwise in the Supplier's response. THEREFORE, EACH Supplier IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP. Suppliers are encouraged to frequently check the GPR for additional information. Finally, DOAS reserves the right to cancel this eRFP at any time and for any reason.

2.1.9. Protest Process

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

2.1.10. Costs for Preparing Proposals

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

2.1.11. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the 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. Information submitted in response to this solicitation will be processed in accordance with applicable State of Georgia procurement procedures. Requests for copies of bids and proposals prior to final award of a contract shall be handled in accordance with the procedures outlined in O.C.G.A. § 50-5-67, the

State Purchasing Act, whereas requests for procurement-related documents after final contract award or upon cancellation of a bid without intent to rebid are handled in accordance with the Georgia Open Records Act as provided in O.C.G.A. 50-18-71 et. seq. DOAS reserves the right to assess production costs as provided pursuant to O.C.G.A. 50-18-71(c). Proposals and bids, including documents pertaining to the solicitation, become the property of the State and shall be open to public inspection as follows:

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

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

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

2.1.12.2.2 Submission of Redacted Copies: If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked "Redacted Copy-Available for Public Review." In addition, the electronic file name should include the words "**Redacted Copy**" at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted

information, the redacted electronic copy must be identical to the original bid/proposal. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the Supplier's bid/proposal except for audited financial statements in answer to any public records request under the Georgia Open Records Act. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information. **Generally, the State does not consider pricing information to be confidential or proprietary.**

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

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 O.C.G.A. § 21-5-51 et seq.

2.2. Submittal Instructions

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.6 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 and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the Supplier successfully submits a response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is formally communicated through the posting of this eRFP as an event in 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>

2.2.2. eRFP Review

The eRFP (or “Sourcing Event”) consists of the following: this document, entitled “Electronic Request for Proposal (eRFP)”, 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 (reference Section 8) to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.7) 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 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”. The Supplier is responsible for thoroughly reviewing 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 most likely to find the cost worksheet (as defined in Section 5 “Cost Proposal”) as well as any other documents related to the identified line items. Please thoroughly review all provided attachments.

2.2.3. Preparing a Response

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

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Do not insert “see attached file” (or similar statements) as your response in the worksheet. Only reference separate documents to supplement your worksheet response(s)
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 provided filename(s) with corresponding section numbers of the eRFP so that DOAS can easily organize and navigate the Supplier’s response.

5. NOTE: There is a limit of 56 characters for file names in the system and special characters are not accepted
6. Use caution in creating electronic files to be uploaded. If DOAS is unable to open an electronic file due to a virus or because the file has become corrupted, the Supplier's response may be considered incomplete and disqualified from further consideration.
7. Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the 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.
8. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Event.

2.2.4. Uploading Forms

Once the Supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please 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 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" to include an attachment as part of the Supplier's response. In the alternative, the Supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the Supplier can select "View/Add Question Comments and Attachments" to upload a document.

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

2.2.5. Reviewing the Response Prior to Submission

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

1. Please review and confirm that the Supplier has answered all questions appropriately. Many questions require a "YES" or "NO" response. Please ensure that the correct response has been selected.

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

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the Supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by a Supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to DOAS and will not be considered for award. Only after the Supplier selects the "Submit Bid" button, will the response to the eRFP be sent electronically, time stamping the Supplier's response and sending a confirmation email to the email address of the Supplier. Please note that submission is not instantaneous and may be impacted by unpredictable factors such as a Supplier temporarily losing a connection to the Internet or increased system traffic; therefore, each Supplier **MUST ALLOW** ample time for its response to be submitted prior to the deadline. Please be aware that submission of multiple attachments may involve a substantial amount of time. Each Supplier is strongly encouraged to save attachments as they are uploaded and to submit its response/bid at least eight (8) hours prior to close of a solicitation to allow ample time for appropriate technical support should the need arise. Each Supplier is responsible in all respects for timely delivery of its response and completeness in Team Georgia Marketplace™.

2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the Supplier may view and/or revise their 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" and confirm "OK" when the warning appears. The warning will instruct the Supplier "WARNING: If you View/Edit your bid response, you must re-submit your bid". Once the Supplier has finished viewing the response, the Supplier must click on "Submit Bid" and may simply exit the screen. **DO NOT SELECT "Save for Later."** Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the Supplier selects "Submit Bid" prior to the closing date and time, no response will be transmitted through the system.
2. REVIEW AND REVISE. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and confirm "OK" when the warning appears. The warning will instruct the Supplier "WARNING: If you View/Edit your bid response, you must resubmit your bid". If the revisions cannot be completed in a single work session, the Supplier should save its progress by selecting "Save for Later." Once revisions are complete, the Supplier **MUST** select "Submit Bid" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and **MAY BE AFFECTED** by numerous events, such as the Supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING THEIR RESPONSE PRIOR TO THE eRFP END DATE AND TIME TO ENSURE THE RESPONSE

MAY BE CONSIDERED BY DOAS, PLEASE USE CAUTION IN DECIDING WHETHER TO MAKE REVISIONS. The State will assume no responsibility for a Supplier's inability to correct errors or otherwise revise the submitted response or the Supplier's inability to resubmit a response prior to the eRFP end date and time.

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

2.2.8. Help Desk Support

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

3. General Business Requirements

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

a. Periodic Performance Reports

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

3.1.1. Staffing Activity Report

A monthly contract activity report detailing temporary staff placement/usage information. The report must include the following information (at a minimum) related to contract sales: Agency/Department (customer) name and account number, staffing category (Standard or Specialized) or type of screening, name of Staffing Resource Provider or a unique identifier, employee name or a unique identifier, placement location (City and County), position title, hours worked, wage rate/data, mark-up rates (type and percentage), and ACA fee (as applicable). Upon request, statistical data related to employee demographics may be required to support compliance with federal funding guidelines. The information must be provided in a flat file format that can be sorted and filtered. Reports are due by the first (1st) business day of the following month. Any request for report clarification, including supporting documentation, is to be provided within five (5) business days. The PMO will analyze reports with the goal of (1) monitoring proper use of temporary staff, (2) identifying critical needs, and (3) minimizing employment risk within the State.

3.1.2. Quarterly Sales Report

A quarterly statewide sales report detailing all statewide contract sales information by type of customer (State Agency, Local Entity or Other) in addition (but not limited) to the following information line item information; Authorized User name/account #, description of placement/service (i.e. job title, pre-employment screening, ACA fee), Category/Subcategory of service, NIGP code, quantity purchased, unit of measure, unit price and total price must be provided in excel file format in accordance with the Supplier Quarterly Sales template to be provided by DOAS. 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 within 20 calendar days of the end of the State's fiscal quarter as specified in Section 3.5

3.1.3. Annual Analysis Report

An annual analysis of actual pattern of purchases will be provided by the Supplier. The analysis will include total unit and dollar values for each service obtained from the Supplier. In addition, the Supplier will work with DOAS to identify additional informational items needed (which may include a market evaluation of positions, comparative salaries, etc.) and the physical format of the report. The report shall be submitted to DOAS no later than August 1 of each year of the statewide contract. Data must be provided in a flat file format within no more than ten (10) days of the request.

3.1.4. Contract Status Report

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

3.1.5. 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.

b. Business Review Meetings

If selected for award, the Supplier must be prepared to participate in business review ("BR") meetings at DOAS' request (i.e. quarterly, semiannually, annually). During the BR meetings, the Supplier will present a written and oral status to DOAS regarding all 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 quarterly sales statistics and marketing strategies/initiatives.

c. Virtual Catalog

3.3.1. Team Georgia Marketplace™ Virtual Catalog

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

3.3.2. Supplier's Interface with the Virtual Catalog

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

1. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days of such request either (1) a hosted catalog or (2) punch-out catalog or a combination of both. Supplier will cooperate with DOAS and Jaggaer to create a schedule to enable the integration of the Supplier's statewide contract offering into the Virtual Catalog within a reasonable time as determined by DOAS.
2. Supplier will join the Jaggaer Supplier Network (JSN) and will have the option of using the Jaggaer's Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing and images into the Jaggaer system, and view reports on catalog spend and product/pricing freshness. The Supplier can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the JSN can be found at: www.jaggaer.com or call the Jaggaer Supplier Network Services team at 919-659-2152 or 800-233-1121.

3. Supplier will support use of the latest version of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC are owned by the United Nations Development Programme (UNDP) are managed by GS1 US. Updates to the UNSPSC are conducted at a minimum of once a year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to an appropriate UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/fags#How>.
4. DOAS will decide which of the catalog structures (either Hosted, Punch Out, or both as further described below) will be provided by the Supplier. Regardless the type of catalog(s) selected, items displayed within the catalog must be strictly limited to the Supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract are not to be viewable by User Agencies).
 - a. Hosted Catalog. By providing a Hosted Catalog, the Supplier is providing a list of its products/services, pricing, and images in an electronic data file in a format accepted by Jaggaer's System Integration, such as Tab Delimited Text files. In this scenario, the Supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.
 - b. Punch-Out Catalog. By providing a PunchOut Catalog, the Supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard punch-in via Commerce extensible Markup Language (cXML). In this scenario, the Supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. Updates and Changes made to the Supplier's Online Catalog, as it relates to pricing and adding of items, must be approved by DOAS prior to enabling. If awarded multiple contracts, Supplier agrees to maintain a single Punchout site and provide the appropriate contract id on each item returned to Jaggaer. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Supplier also agrees to provide e-Quote functionality that is retrievable for purchase through the Integration to facilitate volume discounts. Supplier will need to be able to facilitate the delivery of Level II Punch Out within this Integration.
5. Minimum Requirements: Whether the Supplier is providing a Hosted Catalog or a PunchOut Catalog, the Supplier agrees to meet the following requirements:
 - a. Catalog must contain the most current pricing* and/or discounts, as well as the most up-to-date product/service offering the Supplier is authorized to provide in accordance with the statewide contract; and
 - b. The accuracy of the catalog must be maintained by Supplier throughout the duration of the statewide contract between the Supplier and DOAS; and
 - c. The Catalog must include a State-specific contract identification number; and
 - d. The catalog must include detailed product line item descriptions; and
 - e. The catalog must include pictures or diagrams when possible;** and
 - f. The catalog must include DOAS accepted Unit of Measure
 - g. The catalog must include any additional DOAS content requirements.***
6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
 - a. Updated pricing files are required by the 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 12/01/12 would be effective in the Virtual Catalog on 01/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/12 would be effect in the Virtual Catalog on 01/01/13).

- b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the Supplier's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
 - c. Supplier will be required to honor pricing, for an agreed upon time, on orders that are "in-flight" at the time the price change goes into effect.
7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDIINT.
- a. For Punch Out Catalogs the Supplier must accept orders Catalog generated orders via cXML or EDIINT. For Orders consisting of items that are considered, non-catalog items, orders must be able to be received as stated above.
 - b. For Purchase Orders received via email, the Supplier must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.
 - c. The Supplier is required to provide positive confirmation via phone or email within 24 hours of the Supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Supplier must provide positive confirmation via phone or email on the next business day.
8. Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any Supplier's offering from the Virtual Catalog.

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

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

- o 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.
- o 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.
- o Provide only one image per product.
- o 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.
- o 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.
- o As products change, updated image files must be submitted to update the Virtual Catalog.
- o Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
 - o 30 pixels (H) x 70 pixels (W)
 - o 50 pixels (H) x 115 pixels (W)
 - o 300 pixels (H) x 200 pixels (W)

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

*** Existing Suppliers in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the Supplier and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. Jaggaer does not prohibit 'private' catalogs, but recommends review of requirements with the Supplier enablement consultants and the Suppliers in question first. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts

applicable to different Georgia agencies. For example, a Supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

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

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

d. State of Georgia ePayable/Purchasing Card Program

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

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

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

3.5. Administrative Fee and Sales Reporting Submission

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each Supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **one percent (1%)**. **EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST PROPOSAL WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE (HEREINAFTER, "THE FEE") BUILT INTO THE SUBMITTED PRICING.** All Suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Supplier and remitted to DOAS in accordance with the following paragraphs.

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

DOAS Fiscal Quarters	Months	Supplier Quarterly Sales Report Due Date	Supplier Payment Due Date invoice)
Quarter 1	July 1 st – September 30 th	October 20 th	November 15 th
Quarter 2	October 1 st – December 31 st	January 20 th	February 15 th
Quarter 3	January 1 st – March 31 st	April 20 th	May 15 th
Quarter 4	April 1 st – June 30 th	July 20 th	August 15 th
-----	-----	30 calendar days following the termination of this Statewide Contract for any reason	

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 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 Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Supplier payments, Supplier is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Supplier via electronic funds transfer (EFT).

- 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.

If at any time, the State determines that a cost for which payment has been made is a disallowed cost, such as overpayment, the State shall notify the Supplier in writing of the disallowance. The State shall also state the means of correction, which may but shall not be limited to adjustment of any future claim submitted by the Supplier by the amount of the disallowance, or to require repayment of the disallowed amount by the Supplier.

Under no circumstances 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 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 supplemental procurement costs from Supplier in addition to all outstanding Fees and interest.

3.6. Standard Insurance Requirements

If awarded a contract, the Supplier shall procure and maintain until all of its obligations have been discharged (including any warranty periods under the statewide contract), 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 and all subcontractors are 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 worker's 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 Worker's 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 (CGL):
- Policy shall include bodily, property damage and broad form contractual liability coverage.
- | | |
|---|--------------|
| Each Occurrence Limit | \$ 1,000,000 |
| Personal & Advertising Injury Limit | \$ 1,000,000 |
| General Aggregate Limit | \$ 2,000,000 |
| Products/Completed Ops. Aggregate Limit | \$ 2,000,000 |
- 3) Automobile Liability
- Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract
- | | |
|---------------------------|-------------|
| 4) Combined Single Limit | \$1,000,000 |
| 5) Fidelity Coverage | \$1,000,000 |
| 6) Umbrella Liability | \$2,000,000 |
| 7) Professional Liability | \$5,000,000 |

The Supplier shall add the “State of Georgia, its officers, employees and agents” as an additional insured under the commercial general and automobile liability policies.

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

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

3.6. 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 proposed solution, including but not limited to all goods, services, and technology proposed by Supplier response meets or exceeds 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 two hundred and seventy (270) 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 is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of State and federal law and can result in fines, prison sentences, and civil damage awards; Supplier is REQUIRED to provide a completed Certificate of Non-Collusion (**Attachment N**) 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 Elements

This section contains the detailed technical requirements and proposal factors for this Sourcing Event. Suppliers are required to download, complete and then upload the Worksheets titled "Mandatory Requirement Worksheet", "Mandatory Scored Requirement Worksheet" and "Additional Information Worksheet" 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 response.

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 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. Each Supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets or as otherwise indicated. The Service Level Agreement (**Attachment C**), Mandatory Response Worksheet, (**Attachment G**) and Mandatory Scored Response Worksheet (**Attachments H**) detail the requirements to perform temporary staffing services. The Supplier's response must clearly indicate the experience and ability to satisfy these requirements using their best suited business solutions that will provide the efficient and effective utilization of temporary staff throughout the state.

4.2. Supplier General Information

Each Supplier must provide responses to all the requested Supplier General Information contained in the sourcing event related to Corporate composition and demographics.

4.3. Mandatory Requirements

4.3.1. Service Level Agreement.

Performance standards and corresponding measurement attributes/cycles associated with specific requirements included in the scope of temporary staffing services specified in this eRFP are detailed in the Service Level Agreement (**Attachment C**). The awarded Supplier of any resultant statewide contract will be regularly evaluated based on their ability to meet or exceed these standards during the performance of the contract.

4.3.2. Standardization using Authorized Users Job Titles, Qualifications and Salary Ranges

No exhaustive list of job titles will be included with the solicitation; instead, the Supplier will reference the information technology staffing subcategories set forth in this eRFP and standard job titles contained in the State of Georgia Job Titles and Descriptions (**Attachment D**) for applicable markups and will allow the hiring manager to drive wage ranges based on qualifications, comparative wage ranges within their department, and budget tolerance. The Supplier will normalize the job titles provided by the State against, Bureau of Labor and Statistics (BLS) Standard Occupational Classifications (SOC) for the purposes of reporting and comparing market pay rates to the pay rates of the resources provided under any resultant contract(s) to the State.

4.3.3. Mandatory Response Worksheet

As specified with each requirement listed in the Mandatory Response Worksheet (**Attachment G**), the Supplier must indicate whether its 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/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. 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 to meet the mandatory requirement (e.g. responding "NO" that the Supplier has been debarred or suspended). Otherwise, any mandatory questions marked "NO" can result in failure of the technical requirements which may result in disqualification of the proposal.

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

4.3.4. Mandatory Scored Response

As specified with each requirement listed in the Mandatory Scored Response Worksheet (**Attachment H**), the Supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative 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 use the corresponding 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 by the Supplier. 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 H**, 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 Information Responses

All items labeled "Additional Information 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 Information Response Worksheet (**Attachment K**). 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 use the corresponding filename in Column E of the worksheet to properly identify electronic files containing supporting materials/information provided in response to this eRFP.

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 the attachments provided by DOAS within the Sourcing Event. If DOAS requests that Supplier provide supplemental materials as part of the Supplier's response, the Supplier should upload these additional materials as noted in Section 2.2.4 "Uploading Forms".

The following supplemental materials are applicable to certain technical requirements and represent documents that will be made part of any resultant contract. These documents are provided by DOAS for Suppliers to consider in preparation of their proposal response; State of Georgia Job Titles and Descriptions (**Attachment D**), Non-Standard Pre-Employment Screening Requirement for DHS (**Attachment E**), Georgia Temporary Staffing Service Area Regional Map (**Attachment F**), System Security Assessment (**Attachment I**) and Sample Invoice Configuration (**Attachment P**)

5. Cost Proposal

Each Supplier is required to submit pricing in the Cost Worksheet (**Attachment L**) as part of their response to the eRFP. Temporary staffing services required pursuant to this eRFP are classified into two (2) primary categories and specific services within these categories have been further classified into four (4) distinct subcategories based on job families consisting of commonly grouped job titles OR other related support services closely associated with providing temporary staffing resources. DOAS has also included a state map that divides the State into five (5) distinct service regions as set forth in **Attachment F**. The regional map provides the area, in total square miles, of the region and the individual counties that comprise the region in an effort to give Suppliers additional perspective into geographical considerations that may impact price. The Cost Worksheet contains one (1) individual pricing tab, in addition to an instructions tab. The Individual pricing tab contains specific temporary staffing categories/subcategories and corresponding line items which will be used to evaluate the Supplier's cost proposal response.

In order to be eligible for award, Supplier(s) MUST, at a minimum submit proposed pricing for ALL line items for ALL categories/subcategories listed in the pricing tab. Specific instructions associated with proposed pricing for ALL individual line items within the pricing tab are provided in Section 5.2 "Cost Structure and Additional Instructions".

5.1. General Pricing Rules

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

1. The submitted cost proposal must include all costs of performing pursuant to the resulting statewide contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is a discrepancy between the Supplier's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the Supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet and (2) the Supplier's pricing as quoted by the Supplier in one or more single line entries directly into the Event screen (for example, "Your Total Line Pricing" and/or "Your Unit Bid Price"), the former shall govern; and
5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting statewide contract.
6. Any adjustments to the markup rates, may be proposed within ninety (90) days of any contract renewal period only (adjustments may not be requested during the initial term of the contract) and will be considered based on an evaluation of the US Department of Labor, Bureau of Labor Statistics Producer Price Index for Standard Industrial Classification (SIC) 7361, Employment Agencies.

5.2. Cost Structure and Additional Instructions

DOAS' intent is to structure the cost response in a format to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each Supplier's proposed price/cost be structured in the format provided in the cost worksheet (**Attachment L**) as outlined below. Additional alternative cost structures will not be considered. Each Supplier is hereby advised that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Supplier's proposal response.

The cost structure for this eRFP is based on either a (1) fixed percentage markup, (2) not-to-exceed percentage markup OR (3) fixed unit price based on a specified unit of measure. The percentage markups proposed for the staffing category and subcategories, will be used after contract award to calculate the maximum net purchase price(s) to be paid by Authorized Users for ALL temporary staffing resources across the entire spectrum of job titles available within a specific subcategory. DOAS has separated the Staffing Services Category into two (2) distinct subcategories based on the nature and extent of the position description (Standard Position Classifications & Specialized Position Classifications). DOAS has separated the Other Staffing Related Services Category into two (2) distinct subcategories based on the type of service requirement to be performed (Non-Standard Pre-Employment Screening or Affordable Care Act (ACA) Safe Harbor Provision). In order to be eligible for award, Suppliers must submit proposed pricing for ALL of the price elements listed on the pricing tab within the cost worksheet.

The Staffing Services Category section of the pricing tab contains line items within each subcategory which represents a specific list of job titles AND the Other Staffing Related Services Category section of the pricing tab contains line items within each subcategory which represents the specific types of services; routinely purchased by Authorized Users throughout the State that will be used to evaluate the Supplier's cost proposal response. Annual purchase quantities associated with each line item, derived from the historical and estimated demand of Authorized Users are provided and incorporated in cost sheet computations to be used for evaluation purposes only. Additionally, annual spend data (total amounts & percentages by customer) based on an analysis of purchases of Authorized Users is also provided (reference Section 1.3) in an effort to give Suppliers insight into the full extent of sales opportunity beyond the list of line items identified in the pricing tab. Although historical usage/purchase data may not represent actual volumes that will be realized under any resultant contract, they provide a conservative but reliable forecast based on an analysis of actual historical or projected purchase activity of Authorized Users on which Suppliers should strongly consider in the development of their pricing.

Enter all information directly into the cost sheet. Enter percentages and dollar values in the pricing tab in "decimal number" format to the nearest hundredth (two decimal places only, ROUNDING OF NUMBERS WILL NOT BE CONSIDERED) not "percentage", "currency", or another format unless otherwise stated. That is, omit percent symbols, dollar signs, commas, and any other non-essential symbols. (e.g., 5.25% should be entered as 5.25, 0.9% should be entered as 0.009 and \$75.90 should be entered as 75.90). Enter "0" if there is no charge. Cells left blank will be interpreted as "no offer". Prices must be based on U.S. dollars unless otherwise stated.

Download the Cost Worksheet (**Attachment L**), complete the worksheet and then upload the worksheet by following the instructions in the third bullet of Section 2.2.4 "Uploading Forms" of this eRFP.

5.2.1. Staffing Services

This pricing tab requires the Supplier to propose a percentage markup for specific price elements within each temporary staffing service category/subcategory. There are two classifications of percentage markup; (1) "Fixed" or a firm-fixed percentage that is not subject to any adjustment and (2) "Not-to-Exceed" or a maximum amount that may be adjusted downward (only) AND four (4) distinct types of percentage markup; (1) Vendor Management System or VMS, (2) Managed Service Provider or MSP, (3) Staffing Resource Provider or SRP- Standard Rate and (4) Staffing Resource Provider or SRP- Payroll Rate. To be eligible for contract award, Suppliers are required to

(1) Submit the following pricing for the Staffing Services Category:

(a) VMS Percentage Markup inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, user/license fees, maintenance costs, upgrade expenses, security cost, data turn over expenses, client support, unlimited user access charges, electronic records management expenses, administrative fees, etc.) representative of the FIXED percentage increase applied to the fully burdened hourly rate (SRP Standard/Payroll markup percentage increase applied to the base/wage rate) of a temporary staffing resource as compensation to the MSP for the provision and management of the VMS software tool AND

(b) MSP Percentage Markup inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, applicant pre-screening, expenses, implementation cost, travel, commissions, administrative fees etc...) representative of the FIXED percentage increase applied to the fully burdened hourly rate (SRP Standard/Payroll markup percentage increase applied to the base/wage rate) of a temporary staffing resource as compensation to the MSP for management of the supply pool/network of Staffing Resource Providers.

(2) Submit the following pricing for each Staffing Services Subcategory:

(a) SRP Percentage Markup/Standard Rate inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, standard pre-screening expenses, implementation cost, reporting, travel, commissions, etc...) representative of the NOT-TO-EXCEED (or maximum allowable) percentage increase applied to the hourly wage rate of a temporary staffing resource as compensation to the Staffing Resource Provider for providing qualified individuals to fill temporary employment positions within an Authorized User's organization AND

(b) SRP Percentage Markup/Payroll Rate inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, standard pre-screening expenses, implementation cost, reporting, travel, commissions, etc...) representative of the NOT-TO-EXCEED (or maximum allowable) percentage increase applied to the hourly wage rate of a temporary staffing resource as compensation to the Staffing Resource Provider to hire an individual that has been pre-selected or identified by the Authorized User to fill a temporary employment position within the Authorized User's organization.

As stated above; while Fixed percentages are firm and not subject to adjustment based on an individual transaction, Not-to-Exceed percentages may be adjusted downward (only) at the discretion of the Staffing Resource Provider (SRP) as part of the determination of the fully burdened rate for a temporary staffing resource based on the SRP's cost experience in providing staffing services. Historical annual purchase data for each line item listed in staffing subcategories associated with hours worked by temporary staff/contingent workers and average hourly wage/base rates is incorporated in cost sheet computations and will be used for evaluation purposes only (see Section 6.3.1.1). It should be noted that DOAS expects that the actual wage/base rates for temporary staff positions ordered under any resultant contract(s) will differ based on the type and complexity of industry and the demand for the type of skill (Reference Section 4.3.2). Although there is no line item in the cost proposal for projects specifically, the markup fees and rates established through this RFP will be applicable as with the hourly examples provided. Fixed Price SOW Projects are subject to the same MSP and VMS mark-ups as hourly work and any SRP markups included in project pricing will be subject to the same SRP Not-to-Exceed markup rates. While this historical purchase information does not represent actual volumes or frequencies by types of service that will be awarded under any resultant contract(s), it provides a reliable forecast of the anticipated annual purchase volumes on which (1) DOAS will consider in evaluation of proposal prices and (2) Suppliers should strongly consider in the development of their proposed pricing.

NOTE: In order for the category Subtotals, Total Proposed Category Prices and the Supplier Total Proposed Price to compute, the Supplier must enter pricing for ALL pricing elements for ALL line items within ALL categories/subcategories

5.2.2. Non-Standard Pre-Employment Services

Based on purchasing habits and need assessment surveys of Authorized Users, the State has identified seven (7) different types of non-standard pre-employment screening services (drug screening, driving record, fingerprint background screen, credit checks, educational credentials, polygraph and homeland security background checks) to be made available for sale as part of any resultant contract. To be eligible for contract award, Suppliers are REQUIRED to propose a firm fixed unit price (per applicant) inclusive of all cost (i.e., profit, overhead, operating & administrative expenses, transaction charges, travel, administrative fees, etc.) to perform each non-standard pre-employment screening service.

Purchasing habits associated with the estimated annual frequency/volume of use for specific non-standard pre-employment screening services are incorporated in cost sheet computations and will be used for evaluation purposes only (See Section 6.3.1.2). Although these purchasing habits do not

represent actual frequencies/volumes and types of service that will be awarded under any resultant contract(s), they provide a reliable forecast of the anticipated frequency and types of service on which (1) DOAS will consider in evaluation of proposal prices and (2) Suppliers should strongly consider in the development of their unit prices.

NOTE: In order for the category Subtotals, Total Proposed Category Prices and the Supplier Total Proposed Price to compute, the Supplier must enter pricing for ALL pricing elements for ALL line items within ALL categories/subcategories

5.2.3. Affordable Care Act Safe Harbor Provision

Based on federal and state laws and policies associated with the Affordable Care Act (ACA), DOAS has identified a line item for Suppliers to propose a price/cost per employee to comply with ACA requirements. Specifically, the Supplier proposed MONTHLY price per employee for the ACA Safe Harbor Provision price element will be used after contract award to designate the ADDITIONAL AMOUNT due the Supplier for the offer of ACA coverage on behalf of Authorized Users for those temporary staffing employees who accept Staffing Resource Provider's offer of coverage and enroll in Staffing Resource Provider's MEC health coverage as provided in 26 CFR § 54.4980H-4(b)(2). To be eligible for contract award, Suppliers are REQUIRED to propose a firm, fixed unit MONTHLY price (per employee) inclusive of all cost (i.e. overhead, operating & administrative expenses, transaction charges, administrative fees, etc.) to comply with all ACA provisions and requirements as set forth this eRFP and associated attachments. The Supplier should refer to the definition for "Affordable Care Act (ACA) Service Fee" in **Attachment B** for additional insight into considerations for proposing a price for this price element.

Purchasing habits associated with the estimated annual quantity of months that temporary staff require compliance with ACA provisions are incorporated in cost sheet computations and will be used for evaluation purposes only (See Section 6.3.1.2). Although these purchasing habits do not represent actual quantities of temporary staff that will require compliance with ACA provisions under any resultant contract(s), they provide a reliable forecast of the anticipated quantities on which (1) DOAS will consider in evaluation of proposal prices and (2) Suppliers should strongly consider in the development of their unit prices.

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the State based on a combination of cost and technical factors. Based on the results of the initial evaluation, DOAS may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 "Scoring Criteria." Once the evaluation process has been completed (and any negotiations DOAS desires to conduct have occurred), the apparent successful Supplier will be required to enter into discussions with DOAS to resolve any exceptions to DOAS' terms and conditions (**Attachment M**). 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 may 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 will be scored in accordance with the point allocation in Section 6.4 "Scoring Criteria."

6.3. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 6.3 "Scoring Criteria." To expedite the evaluation process, DOAS reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors. As stated in Section 5, to be eligible for award, Supplier(s) MUST, at a minimum submit proposed pricing for ALL line items for ALL categories/subcategories within the pricing tab.

6.3.1 Cost Scoring

DOAS will utilize the lowest total cost to determine the most competitive cost proposal. The cost proposal will receive a score at the overall contract level relative to other proposals. The Supplier deemed to have the most competitive cost proposal overall, as determined by DOAS, will receive the maximum weighted score for the cost criteria. 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.

While each Supplier will receive a cost score as outlined above, prior to the award of any resultant contract, DOAS will perform a (1) price realism analysis and (2) price reasonableness analysis for ALL proposed percentage markups (i.e. MSP/VMS Fixed, SRP Standard/Payroll NTE) included in the apparent successful Supplier's cost proposal response. The price realism analysis will determine whether a Supplier proposed markup percentage(s) is realistic and cannot be considered "unrealistically or too low" that it reflects a Supplier's lack of technical understanding of the requirements or poses a risk of poor performance. Conversely, the price reasonableness analysis will determine whether a Supplier proposed markup percentage(s) can be considered "unreasonably or too high". Should DOAS determine through analysis (price realism or price reasonableness) that one or more of a Supplier's proposed markup percentages are not realistic or reasonable (either too low or too high), the Supplier cost response may be deemed unacceptable and the Supplier removed from further consideration for award.

6.3.1.1. Staffing Categories

For purposes of evaluation only, DOAS will compute a Total Proposed Category Price for the Staffing Services category based on the Supplier proposed percentage markups and historical purchase habits of Authorized Users. Specifically, for each line item (job title) listed in the category, DOAS will compute an hourly bill rate for each purchase type (Standard & Payroll) by first applying the Supplier proposed Standard SRP or Payroll SRP (as applicable) markup percentage to the average base rate/UoM to determine the fully burdened hourly rate for the job title/position description listed; and then applying the Supplier proposed MSP & VMS markup percentages to the fully burdened hourly rate to determine the hourly bill rate. Each computed bill rate will be multiplied by a percentage of the historical annual quantity to determine the Extended Annual Prices for the line item based on each purchase type. The percentage of the historical annual quantity apportioned to each purchase type was derived from historical purchase data depicting the relative demand for a specific purchase type as compared to the other purchase type. While the percentages of the historical quantity apportioned to each purchase type is not disclosed, Suppliers should consider, for purposes of evaluation, that the demand for temporary staff under the Standard Markup purchase type is substantially greater than

the Payroll Markup purchase type. The Extended Annual Prices for ALL line items and ALL purchase types within the category will be summed to determine the Total Proposed Category Price.

6.3.1.2. Other Staffing Related Services Category

For the purposes of evaluation only, DOAS will compute a Total Proposed Category Price for Other Staffing Related Services based on the Supplier proposed fixed unit prices for each line item in the Non-Standard Pre-Employment Screening subcategory (ONLY) and the anticipated purchase habits of Authorized Users. Specifically, for each line item listed in the Non-Standard Pre-Employment Screening subcategory, DOAS will multiply the Supplier's proposed fixed unit price by the estimated annual quantity to compute the Extended Annual Price. The Extended Annual Prices for ALL line items within the subcategory will be summed to determine the Total Proposed Category Price.

The Supplier proposed price(s) for the Affordable Care Act (ACA) Safe Harbor Provision subcategory will not be included in the computation of the Total Proposed Category Price for Other Staffing Related Services. Supplier pricing for this subcategory will be evaluated separately to determine if the proposed cost/price is fair, reasonable and highly competitive. This pricing will be an element of the available service/product offering of Suppliers awarded a contract(s) for temporary staffing service ONLY, and separate awards based exclusively on the cost/price element for this subcategory will not be considered.

DOAS currently recognizes the following analysis techniques to support determinations that proposed amounts are fair and reasonable; (a) Adequate price competition (multiple bids), (b) Comparison with prices previously paid for similar/like services, (c) Comparison with published price list, published market prices, discount or rebate arrangements, (d) Comparison with prices/amounts obtained through market research and (e) other industry specific generally accepted price/cost analysis techniques. DOAS reserves the right to reject prices for any cost/price elements that are determined not to be fair and reasonable. Cost/price elements for services that are determined to be fair and reasonable will be offered under the awarded contract. Although DOAS may accept Supplier's proposed pricing based on a determination that pricing is fair, reasonable and highly competitive, Supplier shall maintain full responsibility for ensuring that Supplier's proposed price for offer of coverage on behalf of Authorized Users complies with the requirements of the Affordable Care Act, including but not limited to 26 CFR § 54.4980H-4(b)(2). Suppliers are strongly encouraged to review and research 26 CFR § 54.4980H-4(b)(2), as the "fee" attributable to those employees who accept Supplier's offer of minimum coverage may not necessarily translate to the exact cost of providing MEC.

6.3.1.3. Total Cost Score

The Total Proposed Category Prices for BOTH categories will be summed to determine the Supplier Total Proposed Price which will be used as a basis for point allocation and determination of the cost proposal score as outlined in section 6.4.

6.3.2. Georgia Enterprises for Products and Services (GEPS)

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

6.3.3. Total Combined Score

The Supplier's total cost score (reference Section 6.3.1.3) will be combined with the Supplier's technical score (reference Section 6.2.1) to determine the Supplier's overall score (or "Total Combined Score").

6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	350 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. Scored Criteria	650 points
Total	N/A	1000 points

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

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

6.6. Negotiations of Proposals and/or Cost Factors

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

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

6.6.3. Competitive Range

If DOAS elects to negotiate pursuant to Section 6, DOAS may either (1) elect to negotiate with all responsive and responsible Suppliers, (2) limit negotiations to those Suppliers identified within the competitive range, or (3) limit negotiations to the number of Suppliers with whom DOAS/Negotiation Team may reasonably negotiate as defined below. In the event DOAS elects to limit negotiations to those Suppliers identified within the competitive range, DOAS will identify the competitive range by (1) ranking Suppliers' proposals from highest to lowest based on each Supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event DOAS determines the number of responsive and responsible Suppliers is so great that the Negotiation Team cannot reasonably conduct negotiations (which determination shall be solely at DOAS' discretion and shall be conclusive), DOAS may elect to limit negotiations to the top five (5) 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 objective of this eRFP is to identify a SINGLE source of supply (responsive and responsible Supplier receiving the highest Total Combined Score with whom the State is able to reach agreement as to contract terms and conditions) for IT Temporary Staffing Services that can perform all of the required services, as set forth in this eRFP and provide a wide variety of temporary staffing resources to a broad and dispersed demographic of state and local government users, who require a high level of customer care before and after the sale.

DOAS' expectation is to receive lower pricing, when compared to pricing offered to other customers (e.g. state agency, city, county or college/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 invite Suppliers, within a competitive range, to present a product demonstration of software being offered as part of their technical response to the Evaluation Team as part of the Technical Evaluation. The product demonstration of software will be focused on system features and functionality. The Supplier must be prepared to provide a system demonstration of production ready capabilities to perform VMS features, to include but not limited to:

- Reporting tools for staffing Supplier compliance and management of performance,

- Requisition drafting, editing and submission,
- Requisition routing and approvals for multiple business models,
- Distribution of requisitions to Supplier Network,
- Candidate matching and candidate ranking methodologies,
- Timesheet submission and approval,
- Scalability and flexibility to unique entity needs,
- Staffing Resource Provider on-boarding (process by which you bring service providers into the network),
- Labor market resource data for specialized positions,
- Query of standard reports, management reports, and ad hoc reports,
- On-line search and query functions, including historical information,
- Interactive web-based system with user-friendly navigation.

Product demonstrations will be evaluated on a pass/fail basis. Cost proposals and related cost information will 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". The product demonstration may occur at any site, phone conference, web conference, etc., approved by the Issuing Officer.

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

Exception to Contract

By submitting a response, each Supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If the Supplier takes exception to a contract provision, the Supplier must state the reason for the exception and

state the specific contract language it proposes to include in place of the provision. Any exceptions to the statewide contract must be uploaded as part of the Supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified 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. Failure to resolve any contractual issues will lead to rejection of the Supplier. DOAS reserves the right to proceed to discussions with the next best ranked Supplier.

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

8. List of eRFP Attachments

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

- A. eRFP (this document)
- B. Definition of Terms (Section 1)
- C. Service Level Agreement (Section 4)
- D. State of Georgia Job Titles and Descriptions
- E. Non-Standard Pre-Employment Screening Requirement for DHS
- F. Georgia Temporary Staffing Service Area Regional Map
- G. Mandatory Response Worksheet (Section 4)
- H. Mandatory Scored Response Worksheet (Section 4)
- I. System Security Assessment
- J. Summary of References
- K. Additional Information (Section 4)
- L. Cost Worksheet (Section 5)
- M. Contract Terms and Conditions (Section 7)
- N. Certificate of Non-Collusion
- O. Immigration and Security Form (SPD-SP054)
- P. Sample Invoice Configuration

**State of Georgia
Statewide Standard Contract Form**

Solicitation Title
Information Technology Temporary Staffing

Solicitation Number
99999-SPD0000149

Contract Number
99999-001-SPD0000149-0001

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services

(hereafter called Agency)

Contractor's Name
Computer Aid, Inc.

(hereafter called Contractor)

2. Contract to Begin:

2/15/2019

Date of Completion:

2/14/2021

Renewals:

3

3. Performance Bond, if any:

Other Bonds, if any:

4. Authorized Person to Receive Contract Notices
for Agency:
Tetchjan Simpson

Authorized Person to Receive Contract Notices for
Contractor:
Ellen Sigl

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

Attachment 1: **Statewide Contract Terms and Conditions for Services**

Attachment 2: **Solicitation (referenced above)**

Attachment 3: **Contractor's Final Response**

Attachment 4: **Contractor's Clarifications**

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

6.

Contractor

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

COMPUTER AID, INC. (CAI)

By (Authorized Signature)

James P. Cooney

Date Signed

6-28-2018

Printed Name and Title of Person Signing

JAMES P. COONEY EXEC VP

Address

3801 LAXTON STREET HARRISBURG, PA. 17111

7.

Agency

Agency Name

Department of Administrative Services

By (Authorized Signature)

Lisa Eason

Date Signed

Feb 15, 2019

Printed Name and Title of Person Signing

Lisa Eason, Deputy Commissioner

Address

DOAS - 200 Piedmont Ave, SE Ste 1308, Atlanta GA 30334

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

A. DEFINITIONS AND GENERAL INFORMATION

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

- (i) **"Acceptance"** means successful performance of the Services at the location designated in the applicable Statement of Work, or completed and successful Acceptance testing in conformance with the Requirements in the applicable requisition as determined by the User Agency in the applicable Statement of Work.
- (ii) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (iii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the Services as awarded and may also denote the Contractor providing such Services.
- (iv) **"Confidential Information"** Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.
- (v) **"Contract" or "Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (vi) **"Contractor" or "Supplier" or "Managed Service Provider" or "MSP"** means the prime contractor responsible for managing a base of Subcontractors who provide the resources to perform the various Services required during the term of the Contract.
- (vii) **"Deliverable" or "deliverable"** The tangible embodiment of the Services, including the development or creation of Work Product.
- (viii) **"Party"** Agency, User Agency, or Contractor.
- (ix) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of Services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by the Agency or User Agencies.
- (x) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (xi) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the

Statewide Contract Form that was issued to solicit the Services that are subject to the Statewide Contract.

- (xii) **"Service" or "Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Statewide Contract. Service or Services includes, but is not limited to, the discovery, creation, or development of Work Product, if any.
 - (xiii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
 - (xiv) **"Statement of Work"** means any incorporated, attached or subsequent document to an order which describes the Deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Subcontractor will be providing Subcontractor Services.
 - (xv) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for the Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.
 - (xvi) **"Subcontractor"** means any entity with which Supplier has entered a Subcontractor contract to provide the resources to perform the various Subcontractor services required during the term of the Contract. This includes but is not limited to Staffing Resource Providers.
 - (xvii) **"User Agency" or "User Agencies" or "Authorized User"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.
 - (xviii) **"Work Product"** means Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Contractor, or jointly by Contractor and User Agenc(ies) in the performance of this Contract. Work Product shall not include configuration of software.
2. **Certified Source of Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the Services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency, upon Agency's request.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Statewide Contract, and as further described in Contractor's Response.
2. **Work Product.** Agency and Supplier each acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated Exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Agency or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the State, Agency, or any Authorized User. Supplier further agrees that neither Supplier nor any of Supplier's employees, contractors, agents or Subcontractors, nor any party claiming through Supplier or Supplier's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all Work Product source code, object code, executables, and documentation. Supplier shall at no time deny access to the Work Product, regardless of form, to the Agency or the Authorized User. Supplier agrees that it shall require all Subcontractors to promptly and fully disclose to the ordering Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Subcontractor or any of its employees, either solely or jointly with others, during the term of this Contract, which in any way relates to the business of the Authorized User.

3. **Ownership of Work Product.** Supplier agrees that, whether or not the Services are considered “works made for hire” or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and shall remain the sole and exclusive property of the State of Georgia and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both Agency and Supplier, or Authorized User and Supplier, Supplier agrees that the State of Georgia or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract by Supplier or any Subcontractor without regard to the origin of the Work Product.

If and to the extent that Supplier or any Subcontractor may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier and/or any of Supplier's Subcontractors hereby irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the State of Georgia or the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier and/or any of Supplier's Subcontractors waives such rights in the Work Product. The Supplier agrees and will require all Subcontractors to agree that neither Supplier, Subcontractor, Subcontractor's employees, nor any party claiming through Supplier, Subcontractor or Subcontractor's employees, shall, under any applicable law, be entitled to claim any ownership interest in the Work Product and Subcontractor or Subcontractor's employee(s) (as applicable) will irrevocably transfer, grant, convey, assign, and relinquish exclusively to the State of Georgia or the Authorized User any and all right, title, and interest it now has or may hereafter acquire in and to the Work product under patent, copyright, trade secret, and trademark law in perpetuity or for the longest period otherwise permitted by law. Supplier and/or any of Supplier's Subcontractors further agrees as to the Work Product to assist the State or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, and to that end, Supplier and its employees and Subcontractors shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection with respect to such Work Product, as the State or the Authorized User may reasonably request, together with any assignments thereof to the State or the Authorized User or entities designated by the State or the Authorized User. Supplier agrees that it shall require its Subcontractors and Subcontractors' employees, as to the Work Product to assist the State or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, and to that end, Supplier and its employees and Subcontractors shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection with respect to such Work Product, as the State, Agency, or the Authorized User may reasonably request, together with any assignments thereof to the State or the Authorized User or entities designated by the State or the Authorized User. The Supplier's, it's employees and it's Subcontractor's obligations to assist the Agency and/or Authorized Users in obtaining and enforcing such rights shall continue beyond the termination of this Contract.

The Supplier agrees and will require all Subcontractors to agree that neither Supplier, Subcontractor, Subcontractor's employees, nor any party claiming through Supplier, Subcontractor or Subcontractor's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product.

All Services performed hereunder by Subcontractors for User Agencies shall include delivery of all source and object code and all executables and documentation. The Supplier agrees that it shall require all Subcontractors, to provide the ordering Authorized User a copy of the most recent source code upon completion of the SOW or as specified as a deliverable in the SOW.

4. **Ownership of Intellectual Property.** Supplier represents and warrants that it is the sole and exclusive owner, or has the right to use, all of Supplier's deliverables, measurement and benchmarking tools, templates, methodologies, questionnaires, Supplier-proprietary research and copyrighted material and Supplier data (collectively, "Supplier's Intellectual Property") that are used in the course of Supplier's role in performing Services, provided that Supplier's Intellectual Property was owned or licensed by Supplier prior to the effective date of this Contract or was developed, licensed, or obtained at Supplier's expense.

Supplier and Supplier's Subcontractors may, in the course of executing a SOW discover, create, or develop Work Product. All Work Product discovered, created or developed under any SOW issued hereunder shall be and remain the sole property of the State and/or any Authorized User and its assigns. Except as specifically set forth in writing and signed by both the Authorized User and Supplier, Supplier and Supplier's Subcontractors agree that the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

The Supplier and Supplier's Subcontractors hereby agree that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by Agency or any Authorized User, the Supplier's and Supplier's Subcontractors' remedy shall not include any right to rescind, otherwise revoke, or invalidate the provisions of this Section. Similarly, no termination of the Contract by Agency, or a termination of any SOW by an Authorized User, shall have the effect of rescinding the provisions of this Section.

With the exception of the foregoing, Supplier shall retain sole and exclusive ownership of Supplier's Intellectual Property.

Contractor shall and Contractor shall require entities and individuals who will be providing services to User Agencies to execute any documents required by the User Agency regarding ownership of intellectual property.

5. **Pre-existing Work.** If and to the extent that any pre-existing rights are embodied or reflected in the Service Deliverables, Supplier and any of its Subcontractors hereby grants to the State or the Authorized User an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, modify, transmit, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof, and (ii) authorize others to do any or all of the foregoing. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Service Deliverables and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract.
6. **Return of Materials.** Upon termination of this Contract, Supplier shall immediately return to Agency or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by Agency or such Authorized User, which are in Supplier's possession, custody or control.
7. **Exclusive and Non-Exclusive Rights.** The Statewide Contract with regards to IT staff augmentation services is exclusive. The Statewide Contract with regards to all other services, including IT Statement of Work (SOW) services, is not exclusive, and the Agency reserves the right to select other contractors to provide services similar to those Services described in the Statewide Contract during the term of the Statewide Contract.

With regards to all services within the scope of this Statewide Contract, including but not limited to IT staff augmentation services and IT Statement of Work (SOW), User Agencies may obtain similar services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.

8. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases or use of Services.
9. **Nature of Services and Engagement.** Supplier is an independent contractor engaged to provide IT staff augmentation services and IT Statement of Work (SOW) services, including but not limited to management of the staff augmentation system and management of the Subcontractor base.
10. **Performance of Services.** Supplier shall provide personnel qualified to perform the Services required by any SOW issued hereunder. Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing Services under this Contract are competent and knowledgeable of the contractual arrangements and the applicable orders and SOWs between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and Subcontractors, including all acts and omissions of such employees, agents, and Subcontractors, and shall ensure that such employees and Subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require immediate removal from such Authorized User's premises of any employee, Subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach. If any individual provided by Supplier fails to perform at an acceptable level of achievement of Requirements within a reasonable length of time, not exceed ten (10) business days, such Authorized User shall have the right to request that Supplier immediately remove such individual and replace such individual with a more qualified individual.

A SOW may designate certain of Subcontractor's personnel as Key Personnel or Project Managers. Supplier and/or Subcontractor's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier or Subcontractor to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable SOW.

11. **Unencumbered Personnel.** All persons assigned by the Contractor to perform services for/to the State under this Contract, whether they are employees, agents, Subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent supplier, or an employee, agent, Subcontractor or principal of another supplier with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
 12. **Authorized Users Responsibilities.** Unless otherwise agreed in writing in the SOW, the Authorized User will provide, as required, access to project documentation and to any technical manuals and references during the normal performance of duties. If work is to be performed by Supplier at Authorized User's location, Authorized User shall also provide proper working facilities and consumable supplies commensurate with the task(s) to be performed.
 13. **Change Orders.** All changes to the Services to be provided pursuant to any given SOW must be described in a written change request which includes any appropriate adjustments to the SOW. Either Party to an SOW may issue a change request that will be subject to written
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approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier or any of Supplier's Subcontractors to perform any work beyond the scope of this Contract.

14. Acceptance.

Hourly: Invoices for hourly work shall be subject to review and approval by the assigned User Agency representative. Acceptance of hourly work is not deliverable-based, but rather based on hours-worked.

Scope of Work/ Project Based Work: Service(s) shall be deemed accepted when the Authorized User determines that such Service(s) meets the Requirements set forth in the applicable order or SOW. If applicable, Supplier shall be responsible for ensuring that any individual deliverable functions properly with any other related deliverable provided pursuant to the same SOW. Should a previously accepted deliverable require further modification in order to work properly with any other related deliverable, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence acceptance testing within ten (10) business days, or within such other period as set forth in the applicable SOW, after receipt of the Service. Acceptance testing will be no longer than thirty (30) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for each deliverable. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) business days following the acceptance testing period, the Service shall be deemed accepted.

Cure Period: Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Service or deliverable for re-testing within seven (7) business days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier. In the event that Supplier fails to deliver a Service or Deliverable which meets the requirements, the Authorized User may, in its sole discretion: (i) reject the Service or deliverable in its entirety and recover amounts previously paid hereunder for Services or deliverables that are identified and specified and mutually agreed upon in the SOW as having interdependencies with the non-conforming Service or Deliverable; (ii) issue a "partial Acceptance" of the Service or deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service or deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service or a deliverable to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests may constitute cause to terminate the SOW for services provided as a Subcontractor service, or constitute a default by the supplier for services provided solely by Supplier. Notwithstanding the foregoing, Agency or the Authorized User shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

For services provided under a SOW, if the Authorized User rejects the Service or deliverable in its entirety, the Authorized User may seek to recover amounts previously paid to Supplier for such Service or deliverable.

15. Training and Documentation. Any training or documentation necessary for Agency and/or the Authorized User to have full benefit of the Services shall be deemed included in the scope of this Contract unless expressly excluded.

16. **Warranty Period.** Ninety (90) days from Acceptance of the deliverable, or such longer period as may be agreed to in the applicable SOW.
17. **Policies and Procedures Guide.** Within sixty (60) days of the execution date of the Contract or such period mutually agreed to by the parties, Supplier will provide Agency with a policy and procedures guide that describes how the Supplier and Agency will work together and how services are to be delivered. The guide will provide process diagram details, working activities, interface points with Agency and Supplier deliverables. Updated versions of the guide will be provided by Supplier to Agency and all Authorized Users every 6 months during the terms of the Contract or such time as mutually agreed to by the parties. Policies and Procedure Guides shall be subject to Agency review and approval.
18. **State Security.** Agency requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and Subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or Subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to Agency of the changed status of any employee, agent or Subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

All IT products and services delivered as part of this Contract must conform to the State IT Policies, Standards, and Procedures, including but limited to those which may be found at <https://gta.georgia.gov/psg/> or a successor URL(s), as are pertinent to Supplier's operation and provision of Services. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and the provision of Services and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier and its Subcontractors may, at any time, be required to execute and complete, for each individual Supplier or Subcontractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or personal information maintained or provided by the State or an Authorized User by the Supplier or an employee, Subcontractor, Subcontractor employee, or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify Agency, GTA, and Authorized User, if applicable, of any breach of Personal Information, and/or other personal identifying information, such as insurance data or date of birth, provided by Agency, GTA, or Authorized User to Supplier. Supplier shall provide GTA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the State of Georgia, Agency, GTA, and the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses, including but not limited to legal costs suffered by, accrued against, or charged to or recoverable from the State of Georgia, Agency, GTA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section. This shall include, but not be limited to costs related to notification and credit monitoring and repair services, even if the provision of such services are not required by law. Contractor's indemnification obligations shall survive expiration or termination of this Contract.

E. CONTRACT DATA

The following requirements pertain to all data required to be maintained by Contractor in its performance of the Contract ("Contract Data").

- 1. Correcting Errors and Inaccuracies.** At Supplier's expense, Supplier shall promptly correct any errors or inaccuracies in the Contract Data that are caused by Supplier or Supplier's Subcontractors.
- 2. Secure Retention of Contract Data.** During the term of any agreement between Agency and the Supplier (including during any period of transition assistance) Supplier shall maintain a copy of all Contract Data and shall make secure back-ups of the Contract Data on a regular basis.

If, due to an act or omission of Supplier, any Contract Data is corrupted, lost or sufficiently degraded as to be unusable, the Supplier will, at its sole cost and expense, as soon as reasonably practicable and so far as it is reasonably capable, carry out such remedial action as is required to restore the Contract Data as Agency may reasonably require.

- 3. Return of Agency Data.** At any time during the term of the Contract, at Agency's request, Supplier shall provide Agency with a copy of the Contract Data in the format requested by Agency. Upon termination or expiration of the Contract the Supplier must return all Contract Data to Agency or to Agency's nominated agent in the format requested by Agency. The Supplier will provide reasonable assistance to Agency or to Agency's nominated agent in order to transition the responsibilities with respect to the use of and maintenance of the Contract Data back to Agency or to Agency's nominated agent as required.

F. COMPENSATION

- 1. Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases. The Agency shall not be responsible for payment of any amounts owed by other User Agencies. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging unless otherwise specified. In instances where travel by Contingent Worker is necessary and preapproved by the Authorized User, travel shall be reimbursed by the State according to and at the rates specified in the State's travel policies.
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2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount Invoiced.

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

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver Services as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such Service is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
 4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.
 5. **Service Level Agreement Credits.** Supplier agrees to identify and calculate all credits due for outages, performance failures or failure to meet any service level. All service levels will be computed on a quarterly basis. Supplier will ensure that all credits due Agency are provided automatically without requiring Agency to submit a claim or request, and are clearly identified on the credit note to which they are posted (including specifically identifying on the credit note the outage to which the service credit applies.). Service credits will be issued no later than sixty (60) days after such outage or failure to meet such service level occurs. The Service Level Agreements will be reviewed monthly by Agency and the Supplier to identify any issues that may need immediate attention and may be reviewed again during the quarterly meetings between AGENCY and the Supplier. Supplier will be allowed a sixty (60) day grace period during the implementation phase of the contract to ramp up services, without scoring on any of the performance metrics in the Service Level Agreements (SLAs). Supplier will begin measuring the service levels immediately after completion of implementation and migration, beginning with the next calendar quarter, or sixty (60) days thereafter, whichever is longer.
 6. **Affordable Care Act**
 - a. **Contractor's Representations as to Status of Contractor's Employees.** Pursuant to the Contract, Contractor makes certain of its or its Subcontractor's employees available to provide services to User Agencies ("Contractor's Employees"). Contractor represents and warrants that Contractor's Employees are and at all times shall remain its common law employees. Contractor further acknowledges and agrees that,
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throughout the term of the Contract, Contractor or its Subcontractor retains the right to direct and control Contractor's Employees.

- b. No Participation in User Agency's Benefit Plans.** Contractor acknowledges and agrees that Contractor's Employees are not entitled to participate in any of the benefit plans or programs sponsored by any User Agency, the State of Georgia, or Agency.
- c. ACA-Compliant Coverage for Contractor's Employees.** For each of Contractor's Employees who provide services to a User Agency for an average of thirty (30) or more hours per week [as determined pursuant to 26 U.S. Code § 4980H (the "Code") and the rules, regulations and other official guidance thereunder], Contractor represents and warrants that it offers health care coverage that (a) provides minimum value, (b) is affordable and (c) would otherwise satisfy the requirements of the employer responsibility provisions under the Code if it were provided by the User Agency or its affiliates (an "ACA-Compliant Plan"). Contractor further represents and warrants that Contractor's Employees who are covered under the ACA-Compliant Plan are permitted to purchase such coverage under such plan for each child of Contractor's Employees through the end of the month in which the child turns age 26. Contractor represents and warrants that it will comply with the reporting requirements of 26 US Code § 6055 and 26 US Code § 6056 with respect to the ACA-Compliant Plan and Contractor's Employees.

Contractor further acknowledges that the fees a User Agency pays to Contractor include an additional fee attributable to those individuals who perform services for the User Agency and are covered under the ACA-Compliant Plan. This additional fee shall be \$_____ per Contractor's Employee covered under the ACA-Compliant Plan, and shall be designated "ACA Compliance Charge" (or similar). The ACA Compliance Charge may appear as an aggregate total in the invoice. Each of Contractor's invoices to a User Agency shall identify the number of Contractor's Employees who provided services to the User Agency during any portion of the invoice period, and separately identify the number of Contractor's Employees covered by the ACA-Compliant Plan, if different, for any portion or all of the invoice period. The invoice shall not designate Contractor's Employees subject to the ACA Compliance Charge by name. An invoice that does not reflect an additional fee as an ACA Compliance Charge shall constitute a representation that none of Contractor's Employees were covered under the ACA-Compliant Plan during the invoice period. If this Amendment is adopted after the effective date that any of Contractor's Employees were covered under the ACA-Compliant Plan, invoices previously submitted to the User Agency for services provided by such Contractor's Employees shall be corrected to reflect the ACA Compliance Charges in arrears in accordance with the intention of the parties for such period. Corrected invoices shall be submitted to the User Agency within forty-five (45) days following the date this amendment is executed.

E. TERMINATION

- 1. Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
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- a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - b. The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - c. The Contractor fails to comply with confidentiality laws or provisions; and/or
 - d. The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
- a. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - b. The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - c. The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - d. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - e. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - f. The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
 - g. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- a. Immediately terminate the Statewide Contract without additional written notice; and/or
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- b. Procure substitute services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - c. Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
 - 4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agencies, upon submission of invoices and proper proof of claim, for Services provided under the Statewide Contract to the User Agencies up to and including the date of termination. A User Agency may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.
 - 5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
 - a. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - b. The Agency's duties are substantially modified.
 - 6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
 - 7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
 - a. Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
 - b. Immediately cease using and return to the State, any of the State's personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
 - c. Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract, which are the property of the State;
 - d. Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
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- e. Immediately return to the User Agencies any payments made by the User Agencies for Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

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

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

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
 3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
 4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
 5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.
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G. INDEMNIFICATION

- 1. Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - a. Any breach of the Statewide Contract;
 - b. Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or Subcontractor utilized or employed by the Contractor;
 - c. Any failure of Services to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - d. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Statewide Contract;
 - e. Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - f. The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or Subcontractor utilized or employed by the Contractor;
 - g. Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - h. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - i. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - j. Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
 - 2. Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
 - 3. Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
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- 4. Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

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

- a. Procure for the State the right to continue using the Services;
- b. Replace or modify the same so that it becomes non-infringing; or
- c. Remove the same and cancel any future charges pertaining thereto.

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

- a. Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the Services;
- b. Use of the Services in combination with apparatus or devices not supplied by Contractor;
- c. Use of the Services in a manner for which the same was neither designed nor contemplated; or
- d. The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

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

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

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

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or Subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or Subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
 2. Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 3. **Supplier's Viability.** Supplier warrants that it has the financial capacity to perform and continue to perform to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.
 4. **Supplier's Past Experience.** Supplier warrants that the Services have been successfully performed for a non-related third- party without significant problems due to the Services or Supplier.
 5. **Performance.** All Supplier Services and all Subcontractor Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract. The Services and Deliverables shall meet or exceed the Requirements and shall be performed in a professional manner. All services and any deliverables delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective services or goods at Contractor's expense. Payment for services and any goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.;
 6. Services pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by Agency in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFP or statement of work, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;
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7. The Supplier warrants that the documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user, possessing sufficient technical knowledge, to understand fully the software or other Deliverables without reference to any other materials or information.
 8. Supplier agrees that it will commit its Subcontractor to using best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier will commit that its Subcontractors has used the best available means to scan any media on which Deliverables are provided to the Authorized User.
 9. During the Warranty Period, Supplier warrants that the Deliverables do not contain any material errors and shall conform to the Requirements outlined in the SOW. Supplier shall correct all errors at no additional cost to any Authorized User. If Supplier is unable to make the Deliverable conform, in all material respects, to the SOW Requirements within ten (10) days, or a time period mutually agreed upon or specified in the SOW, following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such deliverable and any other related deliverable(s) from the same SOW rendered unusable, and return all monies paid by such Authorized User for the non-conforming deliverable and such other related deliverable(s) rendered unusable.
 10. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.
 11. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
 12. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
 13. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies. Except as otherwise expressly authorized by the
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Agency, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia.

- 14. Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
- 15. Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform Services under this Statewide Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
- 16. Independent Contractor.** Contractor represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither Agency nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Contractor. Any and all taxes, interest, or penalties (including but not limited to any federal, state, or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed, or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Contractor or, if assessed against and paid by Agency or any Authorized User, shall be reimbursed by Contractor upon demand by Agency or such Authorized User.
- 17. Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor or Subcontractors for the performance of Services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

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

L. CONTRACT ADMINISTRATION

- 1. Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments
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accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- a. First, by giving preference to the Statewide Contract Terms and Conditions.
 - b. Second, by giving preference to the specific provisions of the RFX.
 - c. Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
 2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
 3. **Compliance with the Law.** The Contractor, its employees, agents, and Subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as Subcontractors or contractors. The Contractor, its employees, agents and Subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
 4. **Drug-free Workplace.** The Contractor hereby certifies as follows:
 - a. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
 - b. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
 - c. Contractor will secure from any Subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the
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Subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

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

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

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

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date

of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
 10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. This provision shall not apply to contracts for employment between Contractor and its employees. The approval of Agency or Authorized User(s) to subcontract for work under this Statewide Contract shall not relieve Contractor in any way of its responsibility for performance of the work. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the Agency and Authorized Users. The Agency and Authorized Users shall have the right to request the removal of a Subcontractor from the Statewide Contract for good cause.
 11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.
 12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
 13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, Subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any Subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Contractor acknowledges that Contractor, or any of its agents, contractors, or Subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier personnel. Neither Agency nor an Authorized User shall have any such responsibilities for Supplier or Subcontractor personnel. Contractor has no authority to contract for Agency or any Authorized User or in any way to bind, to commit Agency or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of Agency or any Authorized User. Under no circumstances shall Contractor, or any of its employees, hold itself out as or be considered an agent or an employee of Agency or any Authorized User. No party has the authority to enter into any contract or create an obligation
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or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

- 14. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
- 15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Services provided in connection with the Statewide Contract.
- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
 - a. At the time it is actually received; or,
 - b. Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - c. Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
 - 19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide
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Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.
 - 21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

 - a. It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - b. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
 - 22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
 - 23. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
 - 24. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
 - 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
 - 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
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- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its Subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
- 29. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized Subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
- 30. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- 31. Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a Subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
- 32. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.
- No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.
- 33. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the
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Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

- 34. Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 35. Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
- 36. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

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

Upon expiration or termination of this Contract, either the State or another contractor, may continue the services provided pursuant to this Contract. The Contractor shall, upon the State's written notice:

- a.** Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires or terminates, and
- b.** Negotiate in good faith a plan with the State or a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the State's approval. Such Plan shall specify a training program and a date for transferring responsibilities for each division of work detailed within the plan. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services detailed within this Contract are maintained at the required level of proficiency.

The Contractor shall allot as may personnel as practicable to remain on the job to assist the State or the successor with ensuring the continuity and consistency of the services required by this Contract. The Contractor shall provide to the State and/or the successor all necessary personnel records and allow the successor to conduct on-site interviews with such Contingent Workers. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). Any reimbursable cost must be actual, reasonable, necessary, and previously agreed upon by the State through the

execution of an amendment prior to work being started and prior to the end of the contract expiration.

Supplier Technical Evaluation

RFP #:	99999-SPD0000149
RFP Name:	Information Technology Temporary Staffing
Issuing Officer :	Tetchjan Simpson
Review Date	
Offeror	Computer Aid

Question #	Question
1	The MSP must have a minimum of two (2) consecutive years of recent and relevant experience as a Supplier Neutral MSP providing temporary staffing services for information technology related positions through the use of VMS technology for a minimum of two (2) U.S. based clients. In order for experience to be deemed relevant, the experience must reflect providing staffing services for requirements of similar complexity (i.e. depth, breadth and range of job titles, system requirements) and volumes (i.e. number of Authorized Users, quantity of hours, annual spend) as outlined in the eRFP. Recent experience is generally characterized as within the past 5 years. Do you meet this requirement? If so, please provide supporting documentation.
2	The State requires the MSP comply with all applicable State and Federal employment regulations, tax and insurance rules/regulations and agreed upon contract terms and conditions. Do you agree to comply with this requirement?
3	As the MSP/VMS Supplier, the MSP will not be permitted to use their employees/staff to fill staffing requisitions for staffing resources, consultants or project based workers, either directly or indirectly. Do you agree to comply with this requirement?
4	The State requires the MSP provide the option of temporary employment of a staffing resource using a "payroll rate" (see Attachment B - definition of Staffing Resource Provider Payroll Rate Markup Percentage) through one or more SRPs in the Supplier Network. Do you agree to comply with this requirement?

Supplier Technical Evaluation

RFP #:	99999-SPD0000149
RFP Name:	Information Technology Temporary Staffing
Issuing Officer :	Tetchjan Simpson
Review Date	
Offeror	Computer Aid

Question #	Question
5	The State requires the MSP provide interested SRPs the opportunity to join the MSP Supplier Network on an on-going basis. The MSP must make the process for recruiting, qualifying, selecting, managing and contracting with SRPs fair and transparent, as well as providing for a process to eliminate/terminate a SRP(s) from the Supplier Network for due cause. The State requires the MSP to conduct periodic performance reviews (at least annually) of SRPs in the network. Do you agree to comply with this requirement?
6	The MSP must manage a Supplier network that consists of staffing firms, and consulting agencies/firms capable of managing project based requisitions/orders. Do you agree to comply with this requirement ?
7	The State limits the MSP's ability to subcontract with multiple staffing resource providers (for a single temporary staffing resource) to NOT MORE THAN one level of provider below the SRP enrolled in the MSP's Supplier Network. The MSP must disclose to the State any multi-level SRP agreements and ensure that all employment compliance risks are managed by all SRPs/Subcontractors for all employment relationships. (i.e., H1B, 1099, W-2). Do you agree to comply with this requirement? If so, describe your approach (in a supporting document) to resolve multi-level employment relationships in a manner consistent with the stated requirement.
8	The MSP will not invoice the Authorized User for approved time more frequently than monthly. Do you agree to comply with this requirement?

Supplier Technical Evaluation

RFP #:	99999-SPD0000149
RFP Name:	Information Technology Temporary Staffing
Issuing Officer :	Tetchjan Simpson
Review Date	
Offeror	Computer Aid

Question #	Question
9	<p>The MSP must assign a dedicated Account Manager located in the metro Atlanta area (see Region 3 - Attachment F, Regional Map) to serve as the point of contact (POC) responsible for management/oversight of the team of experienced staff assigned to meet the contract requirements of any resulting statewide contract. Any changes to the Account Manager or the team must be approved by the State a minimum of ten (10) business days in advance of the change. The MSP is required to propose a contract team and provide an organization chart outlining the titles, and reporting relationships (as an additional supporting document). The Account Manager must be available to participate in periodic business review meetings and must attend meetings with Authorized Users, as needed. The Account Manager must ensure the performance of customer satisfaction reviews with Authorized Users (with active service orders) annually. The Account Manager must have the ability to (1) schedule on-site meetings with Authorized User staff, if necessary, Monday through Friday, 8 a.m. to 5 p.m. EST, (2) assist State Entities with developing detailed requisitions for staff augmentation resources and (3) be available to assist and support Authorized User staff with all other tasks or issues related to utilizing the contract in fulfillment of their staff augmentation resource needs. In the additional supporting document the MSP should explain the Account Manager's leadership role related to this contract and how the State of Georgia's business requirements will be met. Additional MSP support staff should also be available by phone, email or other method during the same time frame (as stated above) to assist the State with needs such as creating ad-hoc reports. Do you agree to comply with this requirement?</p>

Supplier Technical Evaluation

RFP #:	99999-SPD0000149
RFP Name:	Information Technology Temporary Staffing
Issuing Officer :	Tetchjan Simpson
Review Date	
Offeror	Computer Aid

Question #	Question
10	The Supplier agrees that base rates paid to temporary staffing resources performing services under any resultant contract will not be higher than current, applicable supply based market rates, unless approved by the State of Georgia or their Authorized Users. Do you agree to comply with this requirement?
11	The MSP must disclose whether their company has ever been debarred, suspended or placed on notice for default from any client. If so, the MSP must disclose the client, date, summary of the occurrence and any results or mitigating circumstances in an additional supporting document. Has your company ever been debarred, suspended or placed on notice for default by any client?
12	The MSP agrees that the SRP's temporary Staffing resource will be bound by the terms and conditions of the contract and/or Authorized User order, including statement/scope of work ("SOW") requirements. The MSP will prohibit the SRP(s) from proposing/offering a temporary staffing resource on an existing assignment to fill a requirement from a different Authorized User or order until the temporary staffing resource has completed the existing assignment. Do you agree to comply with this requirement?
13	The MSP will prohibit non-compete clauses in SRP sub-tier/staffing resource agreements that prevent a temporary staffing resource from accepting a full-time position with an Authorized User(s). As part of any resultant contract, the MSP will be required to propose a framework, process and fee structure for transitioning a temporary staffing resource to a full/part-time government employee. Do you agree to comply with this requirement?

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14	The MSP will conduct Service Level Agreement performance audits of SRPs in their Supplier Network, at a minimum of semi- annually, to confirm compliance. The MSP must inform the State of any issues concerning SRP performance. The MSP will have an escalation process for addressing complaints, issues and concerns. The MSP will be responsible for addressing, managing and resolving issues between temporary staffing resources and Staffing Resource Providers. Do you agree to comply with this requirement?
15	The MSP shall maintain proof that the firms in the Supplier Network have completed and filed all documents required to conduct business within the State of Georgia (to include but not limited to; corporate registration, agreement to comply with federal and state laws and employment policies, insurance certifications) as well as ensure that the firms enrolled in the Supplier Network agree to comply with Georgia codes and laws. Do you agree to comply with this requirement?
16	The Security and Immigration Compliance Act (O.C.G.A) 13-10-91 et. Seq. requires the MSP and SRPs in the Supplier Network and any Subcontractors to file an affidavit (Attachment O) certifying registration and participation in the federal work authorization program. The federal work authorization program is intended to ensure that only lawful citizens or lawful immigrants are employed by the MSP, SRP or subcontractors. Do you agree to comply with this requirement?

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17	The MSP must execute a SRP agreement with each SRP in the Supplier Network. A copy of the MSP/SRP agreement(s) must be provided to the State upon initial execution and execution of any subsequent follow-on/renewal agreement. Do you agree to comply with this requirement?
18	The MSP shall maintain a comprehensive Supplier Network capable of providing a wide array of qualified resources, available to service all locations throughout the State of Georgia, representing a broad and diverse cross section of information technology job categories. The MSP must have operational strategies capable of meeting employment demands for both metropolitan (Region 3) and rural areas (Regions 1,2,4,5) set forth in the GA Temporary Staffing Service Area Regional Map (Attachment F). Do you agree to comply with this requirement?



Overall Rating	
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Answer	Line Rating
YES	
YES	
YES	
YES	



Overall Rating	
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Answer	Line Rating
YES	
YES	
YES	
YES	



Overall Rating	
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Answer	Line Rating
YES	



Overall Rating	
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Answer	Line Rating
YES	
NO	
YES	
YES	



Overall Rating	
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Answer	Line Rating
YES	
YES	
YES	



Overall Rating	
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Answer	Line Rating
YES	
YES	

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Question Type	Question #	Question
MS	1	The MSP must demonstrate a history of successful performance as a Supplier Neutral, Managed Service Provider (MSP) providing temporary staffing services specific to the field of information technology utilizing Vendor Management System (VMS) technology. Using the Summary of References form (Attachment J), provide a minimum of two (2) and a maximum of five (5) client references based on the MSP's most recent and relevant contracts of similar size, scope and complexity to the requirements set forth in this eRFP. Relevant experience is distinguished by a Supplier that has performed, or is currently performing contracts of similar size (i.e. number of Authorized Users, quantity of hours, annual spend), scope (i.e. MSP responsibilities, depth/breadth/range of job titles, VMS requirements, geographic footprint) and complexity (i.e. supplier network framework, reporting requirements), while recent experience is generally characterized as within the past 5 years. The Supplier should also provide a list of U.S based clients with whom the Supplier has provided a minimum of three (3) consecutive years of temporary staffing services dating back to 2010. This list should include the name of the client organization, average annual value of the contract and a client point of contact (name, phone, email) capable of providing detailed insight related to Supplier performance.

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Question Type	Question #	Question
MS	2	<p>Supplier Network Management</p> <p>(1) Describe plan for managing the Supplier Network to include, but not limited to:</p> <ul style="list-style-type: none"> - specific roles and responsibilities of the MSP, SRPs and Authorized Users, - coordination and administration of all state and federal employment laws and regulations including the Affordable Care Act, - pre-employment screening activities, - approach to Supplier neutrality (from requisition to hire), - Supplier Network enrollment opportunities and processes, - processing timesheets & invoices, - administering payments to SRP, - oversight of SRP performance, - labor market intelligence gathering and trend analysis related to establishing market rates, - the audit process, including reports, frequencies and tools used to perform audit - the escalation process for addressing complaints, issues and concerns <p>(2) Describe the benefits for a staffing firm participating as a SRP in the MSP's Supplier Network.</p> <p>(3) Provide the qualification requirements for a firm to become a participating member (SRP) in the Supplier Network to include the rules, processes and procedures for managing SRP contract compliance, performance metrics & circumstances that can result in removal of an SRP from the Supplier Network.</p> <p>(4) Upload the Supplier Network Agreement between the MSP and SRP that would be used for this contract with your response. The Agreement must include any Supplier Network Fees.</p>

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Question Type	Question #	Question
MS	3	Staffing Metropolitan and Rural Areas - Describe ability to establish and manage a supply base (Supplier Network) capable of providing temporary staffing resources to perform services consistent with the job titles/position descriptions outlined in the eRFP to support statewide temporary staffing needs in metropolitan (Region 3) as well as rural areas (Regions 1,2, 4 & 5) of Georgia. (Reference Attachment F). - Describe the Supplier Network recruitment strategy to be utilized to attract and retain SRPs capable of filling staffing requests for standard and specialized positions in the information technology field as well as project based staffing resources across the State of Georgia.

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Question Type	Question #	Question
MS	4	<p>Website The MSP is required to host a public facing Staff Augmentation Website for the primary purpose of providing prospective staff augmentation service providers, enrolled network service providers and Authorized Users with pertinent information. The State must review and approve the content of the website prior to implementation.</p> <p>(1) Describe how MSP will comply with the requirement to provide a website targeted to the service provider community that provides, at a minimum (but not limited to) the following information:</p> <ul style="list-style-type: none"> - General Information on the MSP Program - Frequently Asked Questions - Contract information - Criteria for Participating in the Network - How to Join the Network of Providers - Contract Metrics and Key Performance Data - Feedback solicitation mechanism - MSP representative contact information <p>(2) Describe how MSP will ensure the website complies with Section 508 Accessibility Standards.</p> <p>(3) Describe MSP's current and future (if applicable) system capabilities to meet this requirements for a website. Include screenshots where applicable.</p>

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Question Type	Question #	Question
MS		Functionality (There are 13 elements listed in this requirement)

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Question Type	Question #	Question
	5	<p>(1) Provide an overview of the VMS functionality which demonstrates compliance with the State's system requirements from requisitions to order completion/termination. Include in the overview the following functions:</p> <ul style="list-style-type: none"> - Automated workflows - Requisition Creation/Auto Req ID - Requisition Status - Candidate View by Users - Assignment Lifecycle - Candidates with Multiple Engagements <p>(2) Describe the requisitioning process and how the MSP will maintain Supplier neutrality in the requisitioning and order processing.</p> <p>(3) Job titles and descriptions, including minimum qualifications will be provided by the State/Authorized Users . The State/Authorized Users reserve the right to update job titles, skill categories and position descriptions, as needed, based on changes in market conditions and as staffing needs dictate. The State/Authorized Users will provide any updates/changes to the IT job tiles, summaries and minimum qualifications to the MSP for incorporation into the VMS. Describe the VMS capability to upload and maintain job/position related information to meet this requirement.</p> <p>(4) The system must provide for a wide range of Authorized Users/User Groups to establish requisitions for specific job titles, qualifications, specialized skills and wage rates in addition to submitting requests for project based scopes of work with specialized skill sets. The system must also have the capability for users to delegate approval authority on a case by case basis. The MSP is responsible for system administration to include registration of users based on their role. Describe the VMS capability to meet these requirements.</p> <p>(5) The system must automate communication via automatic email. Describe in detail the VMS capabilities, options and</p>

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Question Type	Question #	Question
MS	6	<p>Candidate Match The VMS must have capability for the hiring manager to review applicant's resume, work experience, job history and pay requirements.</p> <p>(1) Describe the VMS capability to meet this requirement.</p> <p>(2) Describe VMS process for matching the best candidates against a requisition for both hourly resources and project based requisitions (SOWs), including screen shots or illustrations of the process (where appropriate).</p> <p>(3) Describe the process for confirming a candidate's identity prior to interview/placement.</p>

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Question Type	Question #	Question
MS	7	<p>Time Sheet/Deliverable Approval</p> <p>(1) The VMS must have the capability to approve time sheets/deliverables through validation of approver credentials for both the Authorized Users and the Temporary Staffing Resources. Please describe the VMS capability to meet this requirement.</p> <p>(2) Provide a description, including screen shots or illustrations of VMS process for approving time sheets and/or acceptance of deliverables to include any system flexibility or additional attributes/features</p> <p>(3) Provide describe all options and VMS capabilities for Authorized User to approve submitted time sheets/accept project deliverables.</p> <p>(4) Illustrate and describe the VMS capability to view outstanding time sheets, subsequent invoices, pending approvals and payment status, including expense reporting by consultants.</p> <p>(5) Illustrate and describe the VMS capability to view outstanding deliverable approvals (acceptance), subsequent invoices, pending approval and payment status, including expense reporting by consultants.</p>

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Question Type	Question #	Question
MS	8	<p>Invoice The VMS must provide the option for Authorized Users to receive an electronic and/or printed invoice with different levels of invoice detail. The invoice details must be adaptable to meet Authorized User's requirements.</p> <p>(1) Provide a VMS generated invoice that provides most or all of the fields listed on the sample invoice configuration provided as an attachment to the eRFP (Attachment P).</p> <p>(2) Describe the level of flexibility available to an Authorized User for differing payment system requirements (eg. PCards, ACH, check).</p> <p>(3) Describe the VMS flexibility for invoicing in differing formats/structures both electronically and paper if required, identify any limits to the number of approvers or whether field descriptions/names can be customized to meet Authorized User terminology.</p>

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Question Type	Question #	Question
MS	9	Expense Approval Mileage and other staffing resource or consultant expenses must be agreed to in advance and will only be paid in accordance with the Authorized User's travel policy. (1) Describe the capability of the VMS approval process for mileage and travel expenditures and the capability to provide flexibility to support the Authorized User's travel policy. (2) Describe examples of instances where Authorized Users should expect to be presented with mileage requests or other expenses?
MS	10	Report Creation - The State requires the ability to generate real time standard system reports and user-defined ad hoc reports at an enterprise level delineated by State Entities, Authorities, Local Municipalities, Colleges and Universities and other governmental entities with the capability to isolate specific time periods. The VMS should have the capability to export data in Excel, csv, pdf, etc. Describe the VMS capability and flexibility for generating real time reports (at the Authorized User level and/or enterprise level) to meet this requirement.

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Question Type	Question #	Question
MS	11	<p>Report Details</p> <p>(1) VMS Activity Reports must have the capability to be sorted by Authorized User, State Entity/Group/Subdivision, job title, pay rate, duration, and SRP. Each Authorized User or designee must have the ability to identify staffing statistics within their respective entity. DOAS must have enterprise access to query activity by participating State Entity, Authorized User organization and/or subdivision. Describe the VMS capability to meet this requirement.</p> <p>(2) Reporting requirements include, but are not limited to: number of participating SRPs in the Supplier Network, number of Authorized Users purchases, number of requisitions, requisition status (open and closed during a defined period and duration), job titles/job title count/description/skills requested by requisitions, commonly requested jobs, number of requisitions filled, length of assignment, spend by agency/group/subdivision, roll up by entity, state administrative cost vs contractor costs, pay (labor costs with and without benefits), ACA offered and accepted, cycle times, satisfaction ratings (Supplier Network SRPs, VMS and MSP). All requirements must be available for separate and aggregate queries. Describe the VMS capability to meet these requirements</p> <p>(3) Provide sample/examples of reports to demonstrate capability to meet the requirements outlined above.</p>

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Question Type	Question #	Question
MS	12	<p>System Support The State requires access to live telephone support from 7 AM to 6 PM, Eastern Time (ET), Monday through Friday with the exception of State holidays.</p> <p>(1) Describe MSP capability to provide technical assistance for VMS related matters, escalation procedures and availability of additional support tools (i.e. web based, online help manuals, etc.).</p> <p>(2) Describe the level and type of support available and provide examples of information that demonstrate the MSP ability to meet this requirement.</p>
MS	13	<p>Upgrades and Maintenance VMS maintenance, upgrades and enhancements must be coordinated and managed with the State.</p> <p>(1) Describe the frequency and process for VMS maintenance, upgrades and enhancements as well as the plan for coordination with the State.</p> <p>(2) Describe any system downtime over the last 3-5 years, to include whether the downtime (maintenance, upgrades/enhancements) was planned vs unplanned.</p>

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Question Type	Question #	Question
MS	14	<p>Security The MSP is responsible for ensuring the proper information security controls are in place and for providing a third party audit reporting of status of those controls. The State uses the FISMA security framework and has classified the data and systems related to this service as MODERATE for confidentiality, integrity, and availability. Accordingly, the MSP should have implemented the security controls outlined in NIST 800-53 for moderate systems.</p> <p>(1) Complete and submit the Systems Security Assessment worksheet (Attachment I) indicating the status of implementation of the NIST controls or their equivalent. This does not mandate you use NIST 800-53 as your framework. It is acceptable to map other security controls that match the NIST controls on the Systems Security Assessment worksheet (Attachment I).</p> <p>(2) Describe the protocol and notification schedule in the event of a system breach.</p> <p>(3) If selected for contract award, Supplier shall provide DOAS with a copy of a third party SSAE16 SOC 2 audit report of the Supplier's security controls on an annual basis. Supplier must submit the report within 30 days of the closing of this RFP or the State may deem supplier's proposal to be nonresponsive. The audit report must be on the security controls currently used by the MSP. SSAE16 SOC2 audit report will be used to validate security controls documented in #1.</p>

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Question Type	Question #	Question
MS	15	<p>Requisition Match</p> <p>The MSP is responsible for releasing approved requisitions from Authorized Users to a designated group of SRPs in the Supplier Network for candidate identification & submission. The MSP must provide a list of recommended candidates matching the requisition requirements, within no more than three (3) business days of the requisition submission date. "Specialized" positions for uniquely qualified positions require recommendations for candidates or proposals, to be submitted within no more than seven (7) business days. The MSP is responsible for tracking and reporting metrics that provide the (a) average response time and (b) number of qualified candidates identified per requisition by type of requisition and job title.</p> <p>(1) Describe the MSP process for matching candidates to requisitions based on the following criteria: job title, special skills, duration of assignment, project team, base pay rate, bill rate, etc. for standard and specialized/non-standard positions.</p> <p>(2) Describe the metrics the MSP will use to track and manage candidate selections and how these metrics will be communicated to SRPs and reported to the State and/or Authorized Users.</p>

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Question Type	Question #	Question
MS	16	<p>Selection/Interviews</p> <p>The MSP is responsible for arranging interviews at the discretion of the Authorized User.</p> <p>(1) Describe the methods available to the Authorized Users for conducting interviews with prospective candidates (i.e.. face to face, phone, video conference, etc.)</p> <p>(2) When Authorized Users/Hiring Managers forgo the interview process and select candidates based on a match to requisition requirements; describe how the MSP will ensure that prospective candidates are matched to the requisition/skills/experience/specialized titles.</p>

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Question Type	Question #	Question
MS	17	<p>Pre-Employment Screening Before the candidate can report for work, all pre-screening requirements must be completed, including any requirements specified by the Authorized User (Standard and/or Non-Standard screening). During the selection process the State requires the MSP provide the status of the candidate's pre-employment screening process until complete. Adverse findings that affect the candidate's eligibility must be reported to the Authorized User (pass/fail). The MSP should review and be familiar with non-standard screening requirements for the Department of Human Service (DHS) as set forth in Attachment E.</p> <p>(1) Is a third party being used to conduct both the National standard and non-standard background screenings? if so, describe how the MSP will ensure that the third party provider complies with all federally mandated laws related to pre-employment screenings.</p> <p>(2) Describe how pre-screening requirements will be managed to include; (a) How much time should be allotted for pre-employment screening to be completed? (b) How will Authorized User's specific pre-employment requirements be identified and managed?</p> <p>(3) Describe, in detail, how all of the adjudicated background results are presented to Authorized Users/Hiring Managers and the candidate.</p>

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Question Type	Question #	Question
MS	18	<p>Assignment Notification (Start/End Date)</p> <p>Describe how the following requirements will be met and managed;</p> <ul style="list-style-type: none"> - Upon selection, candidates must be available for the assignment within two (2) weeks or upon completion of all pre-screening requirements. The MSP must provide specific reporting instructions. - When possible, the State requires advanced notice if a selected temporary staffing resource will not be available through the proposed assignment end date. If a replacement resource is needed, the MSP must be capable of providing an immediate back-fill to ensure minimal disruption of service to Authorized User operations.

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Question Type	Question #	Question
MS	19	<p>Job Titles, Pay Rate/Bill Rate and Qualifications</p> <ul style="list-style-type: none"> - The MSP must provide a detailed description of their process and methodology for establishing and/or validating hourly wage rates for the positions outlined in the eRFP. The process/methodology must address (1) how the MSP will conduct regular reviews of IT staffing market rates throughout the term of the contract and (2) a detailed description of the process to verify that actual staffing resource pay matches the pay rates listed in the VMS. - Authorized Users require flexibility to submit requests using the State's standard job titles (Attachment D), bill rate ranges, qualifications and position descriptions. The MSP should be advised that the job titles, descriptions and pay rate/bill rate ranges are subject to change. <p>(1) Describe any challenges that could be expected with matching temporary staffing resources against the standard job titles/position descriptions submitted by the State.</p> <p>(2) Describe how the MSP will confirm that the hourly wage rate will be within the market range for a specified job title.</p> <p>(3) Describe the process for an Authorized User to propose a base rate for a temporary staffing resource or request that a resource receive a rate increase. Provide examples where a similar requirement has been met for a previous or existing client.</p>

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Question Type	Question #	Question
MS	20	Specialized Classification and Non-Standard Job Titles/Positions
MS	21	Regional Service Levels/Outside of Metro Atlanta
MS	22	Customer Satisfaction Once temporary staffing resources are placed, the MSP is responsible for obtaining feedback from Authorized Users to verify that the staffing resources have the requisite skills to perform satisfactorily in assigned positions. Staffing resources that are not able to demonstrate the expected skill levels for their assigned position within the first ten (10) business days of assignment are deemed "unacceptable" and Authorized Users will not be billed/invoiced for their services. The MSP is required to maintain contact with the Authorized User to ensure the performance of temporary staffing resources is acceptable. (1) Provide details to describe how the MSP will meet this requirement. (2) Explain the MSP process/procedures to provide replacement guarantee for resources deemed to be "unacceptable". Explain how the performance is documented and SRPs are notified and directed of action to be taken when unacceptable performance occurs.

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Question Type	Question #	Question
MS	23	<p>Project Plan Prepare a comprehensive project plan that details the MSP's approach for contract transition and implementation. Updates to the project plan must be finalized within three (3) weeks of contract execution. The MSP, at a minimum should address the following key components:</p> <p>(1) MSP approach/methodology for implementation of a contract that identifies the critical tasks and processes that need to occur to transition from current state to the MSP proposed solution, such as</p> <ul style="list-style-type: none"> - Management of the project; - Guiding project execution; - Identification of resources, key milestones & timelines driving start date of services - Documentation of planning assumptions and decisions; - Facilitation and communication among stakeholders; - Identification of key management review considerations with regards to content, scope, and schedule; - Provide a framework for progress measurement and project control. <p>(2) MSP approach to change management addressing critical areas such as; stakeholder analysis, organization impact analysis, communication, planning/execution and training.</p> <p>(3) The process for project meetings and status reports; issue management and resolution; points of contact for issue escalation and resolution; risk management and change management.</p> <p>(4) Describe assumptions for State resources and responsibilities.</p>

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Question Type	Question #	Question
MS	24	<p>Communication Plan</p> <p>The State anticipates up to a six (6) month implementation period. During the implementation period, the MSP is required to provide a weekly report on progress that documents on-going activities toward completion of key transition/implementation milestones, including the identification and resolution of issues. The State and MSP must agree to the details to be included in progress reports and formats/forums for weekly updates (i.e. in person, via conference services). The State may request modifications to key milestones and timelines, at its sole discretion and changes to implementation activities must be mutually agreed upon by the State and MSP.</p> <p>(1) Describe how the MSP will meet this requirement.</p> <p>(2) Provide a plan that outlines the MSP approach to establishing effective communications with stakeholders during implementation.</p>

Supplier Technical Evaluation

RFP #:	99999-SPD0000149
RFP Name:	Information Technology Temporary Staffing
Issuing Officer :	Tetchjan Simpson
Review Date	
Offeror	Computer Aid

On the Master Evaluation (EP005), copy and "Paste Special → Values" columns **A thru H** for the first Evaluator on each Offeror use regular copy and paste.

Question Type	Question #	Question
MS	25	<p>Implementation Activities</p> <p>Implementation activities must include configuration, system testing and acceptance; transition of current SRPs and assignments and temporary staff; system training for Authorized Users/Hiring Managers, SRPs and temporary staff or consultants. The MSP is responsible for identification and management of any additional activities not previously described herein. The MSP must provide DOAS, State Entities and Authorized Users with a report of all "grandfathered" temporary staffing resources to include current wage rates and wage rate adjustments for positions as a result of the RFP. The report will be presented at least quarterly as part of the MSP's Implementation Status Reporting Process.</p> <p>(1) Describe how the MSP will meet this requirement.</p> <p>(2) Offer an example of an unexpected occurrence during a previous contract implementation which caused the MSP to make an adjustment to schedule or a change in resource requirement. Describe how the MSP mitigated the issue.</p>

Supplier Technical Evaluation

RFP #:	99999-SPD0000149
RFP Name:	Information Technology Temporary Staffing
Issuing Officer :	Tetchjan Simpson
Review Date	
Offeror	Computer Aid

On the Master Evaluation (EP005), copy and "Paste Special → Values" columns **A thru H** for the first Evaluator on each Offeror use regular copy and paste.

Question Type	Question #	Question
MS	26	Plan for Existing Resources The MSP must integrate the State's existing contingent workforce during contract implementation and transition. (1) Describe experiences managing/meeting this type of requirement for other clients. (2) Describe risks and opportunities associated with migrating the current contingent workforce. (3) Describe (in detail) the key components/considerations for a successful and seamless transition of existing temporary staffing resources.

Supplier Technical Evaluation

RFP #: 99999-SPD0000149

RFP

Name: Information Technology Temporary Staffing

**Issuing
Officer
:**

Tetchjan Simpson

Review

Date

Offeror Computer Aid

On the Master Evaluation (EP005), copy and "Paste Special → Values" columns **A thru H** for the first Evaluator on each Offeror use regular copy and paste.

Question Type	Question #	Question
MS	27	<p>Close Out At the end of the contract term or upon notice of termination the MSP must support close out processes for notifying SRPs, contractor or consultants, communicating with Authorized Users, transfer of work products and return of materials, accounting for time, final invoicing, etc. Accordingly, the MSP must submit a transition plan within 180 days prior to the end of the term of the contract. The MSP's transition plan, at a minimum, must identify the critical tasks that need to occur to provide a seamless transition of functions between the MSP as the incumbent contractor and the new contractor with minimal disruption to operations. The MSP will be required to execute the transition plan upon the State's request.</p> <p>(1) Provide a transition plan that describes (in detail) the key components/considerations for a successful & seamless transition of Supplier Neutral MSP Provider with VMS technology (as outlined in the eRFP) from one provider to another.</p> <p>(2) Describe experiences the MSP has had meeting/managing this type of requirement for other clients.</p> <p>(3) Describe risks and opportunities associated with transitioning Supplier Network resource services among different providers.</p>

Supplier Technical Evaluation

RFP #:	99999-SPD0000149
RFP Name:	Information Technology Temporary Staffing
Issuing Officer :	Tetchjan Simpson
Review Date	
Offeror	Computer Aid

On the Master Evaluation (EP005), copy and "Paste Special → Values" columns **A thru H** for the first Evaluator on each Offeror and use regular copy and paste.

Question Type	Question #	Question
MS	28	Data Transition The MSP shall store data for a minimum of five (5) years after expiration or termination of this contract. At contract expiration or termination, historical data shall be turned over to the State in a readable format to be deemed mutually acceptable by the State and Supplier. - Describe how the MSP will meet this requirement.
MS	29	Performance The MSP must identify a process for measuring outcomes, at least quarterly, to validate that acceptable performance quality levels are achieved pursuant to performance goals outlined in the Service Level Agreement (Attachment C). (1) Describe how the MSP will meet this requirement. (2) Describe any experiences with managing this type of requirement for other clients to include specific examples of the MSP ability to perform as measured against the client's performance indicators.

Supplier Technical Evaluation

RFP #: 99999-SPD0000149

RFP

Name: Information Technology Temporary Staffing

**Issuing
Officer
:**

Tetchjan Simpson

Review

Date

Offeror Computer Aid

On the Master Evaluation (EP005), copy and "Paste Special → Values" columns **A thru H** for the first Evaluator on each Offeror use regular copy and paste.

Question Type	Question #	Question
MS	30	<p>(1) Describe the payment terms for SRPs in the Supplier Network. Specify the maximum number of days for remittance of payment to SRPs once an Authorized User remits payment to the MSP.</p> <p>(2) Describe how the MSP will ensure compliance with terms of the contract, audit and manage terms with SRPs in the Supplier Network, to include the audit process, audit report and tools used to perform the audit.</p> <p>(3) Describe the escalation process for addressing complaints, issues and concerns</p>
MS	31	<p>Performance Metrics</p> <p>The MSP must define specific contract performance metrics that measure the effectiveness and efficiency of contract operations/activity. The State requires a review of contract performance metrics quarterly.</p> <p>(1) Provide a list of the standard metrics that the MSP uses to ensure effective and efficient management of the Supplier Network.</p> <p>(2) Provide methods used to calculate each of the standard metrics to include definitions of each metric, attributes measured (i.e. numerators & denominators) and acceptable tolerances or ranges of acceptable performance.</p>
MS		
MS		
MS		

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_1_References_CAI and Attachment_J_Summary_of_Refs_CAI.	10		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_2_Network_CAI.	45		#N/A
Computer Aid TechnicalEvaluation Revised 04-12-12	Page 54 of 260		Date Printed: 2/19/2019

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_3_Staffing_CAI.	35		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_4_Website_CAI.	20		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_5_Functionality_CAI.	50		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
<div>Computer Aid TechnicalEvaluation Revised 04-12-12</div>			

Evaluation

Total Score	#N/A
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or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_6_Candidate Match_CAI.	40		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_7_Time_Sheets_CAI.	10		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_8_Invoice_CAI.	10		#N/A

Total Score

#N/A

or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_9_Expenses_CAI.	10		#N/A
Please see uploaded file H_10_System_Reports_CAI.	20		#N/A

Evaluation

Total Score	#N/A
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or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_11_Report_Details_CAI.	30		#N/A

Total Score

#N/A

or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_12_System_Support_CAI.	30		#N/A
Please see uploaded file H_13_System_Maintenance_CAI.	10		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_14_Security_Assessment_CAI.			

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_15_Requisition_Match_CAI.	25		#N/A

Evaluation

Total Score	#N/A
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or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_16_Selection_CAI.	10		#N/A

Evaluation

Total Score	#N/A
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or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_17_Screening_CAI.	10		#N/A

Evaluation

Total Score	#N/A
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or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_18_Assignments_CAI.	10		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_19_Job_Specs_CAI.	10		#N/A

Total Score

#N/A

or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_20_Specialized_Positions_CAI.	10		#N/A
Please see uploaded file H_21_Regional_Service_CAI.	25		#N/A
Please see uploaded file H_22_Customer_Satisfaction_CAI.	10		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_23_Project_Plan_CAI.	25		#N/A
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Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_24_Communications_Plan_CAI.	15		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_25_Implementation_CAI.	10		#N/A

Evaluation

Total Score	#N/A
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or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_26_Existing_Resources_Plan_CAI.	30		#N/A

Evaluation

Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_27_Close_Out_CAI.	10		#N/A

Total Score

#N/A

or tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_28_Data_Transition_CAI.	10		#N/A
Please see uploaded file H_29_Performance_CAI.	40		#N/A

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Total Score	#N/A
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r tab. Copy and "Paste Special → Values" columns F thru H for all others. Do not

Answer	Possible Points	Evaluator Rating	Line Score
Please see uploaded file H_30_Compliance_CAI.	35		#N/A
Please see uploaded file H_31_Metrics_CAI.	35		#N/A

Supplier Technical Evaluation

RFP #:	99999-SPD0000149
RFP Name:	Information Technology Temporary Staffing
Issuing Officer:	Tetchjan Simpson
Reviewed by:	0
Date Reviewed:	0
Offeror Name:	Computer Aid

On the Master Evaluation (EP005), copy and "Paste Special → Values" columns **A thru H** for the first Evaluator on each Offeror tab and columns **F thru H** for all others. Do not use regular copy and paste.

Question Type	Question #	Question
AS	1	Licensing If the State desired the option for utilizing a VMS with open licensing opportunities; Can the MSP support or facilitate this type of arrangement? If so, please describe the ability and approach for including this type of requirement in a contractual arrangement to include advantages and disadvantages, terms & conditions, risk, and responses to the following questions; (1) Is the MSP's system available for licensing? (2) Is the MSP's VMS a proprietary system? (3) Would the license be available through a third party?
AS		
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Company Name	Computer Aid, Inc.
Company Contact Phone Number	717-979-1351
Email	Ellen_Sigl@compaid.com
Date	24-Oct-17
This Cost Worsheet consist of a single individual pricing tab based on the categories specified in the eRFP in addition to an Instructions Tab. Suppliers must propose pricing for ALL FOUR (4) SUBCATEGORIES (Standard Position Classifications, Specialized Position Classifications, NonStandard Pre-Employment Screening & Affordable Care Act (ACA) Safe Harbor Provision) in BOTH(2) CATEGORIES (Staffing Services & Other Related Staffing Services). Supplier MUST complete the cost worksheet based on information and instructions set forth in Section 5 of the eRFP (Attachment A) and upload this document as part of their completed bid response into Team Georgia Marketplace, per the instructions in Section 2.2 of eRFP (Attachment A). Suppliers that fail to fully complete and upload a cost sheet can not be considered for an award.	
SUPPLIERS MUST ENTER INFORMATION IN CELLS HIGHLIGHTED IN YELLOW ONLY, ALL OTHER INFORMATION IS EITHER PROVIDED BY THE STATE OR COMPUTED BASED ON INFORMATION INPUT BY SUPPLIER	
DEFINITION OF TERMS	
GENERAL	
LINE ITEM#	Preassigned sequentially numbered identifier for each line item listed in a category/subcategory
JOB TITLE/POSITION DESCRIPTION OF SCREENING / DESCRIPTION	TYPE Narrative description of State's requirement for each line item.
HISTORICAL/ESTIMATED ANNUAL QUANTITY	Quantity/Amount of service activity (based on the designated unit of measure) purchased by Authorized Users based on actual historical purchasing activity (historical) OR anticipated purchasing activity (estimated) over a 12 month period.
UNIT OF MEASURE	Abbreviated "UoM" is the standard unit of measurement used to describe the "unit of sale" required by State for the specified service line item . The following legend applies (HR = Hour / EA = Each / MO = Month)
AVG BASE RATE PER UoM	Also referred to as the “Wage Rate” represents the wieghted average hourly rate based on the job title listed, the State has historically paid directly to the temporary staffing resource for performance of temporary staffing services for an Authorized User under an executed order placed pursuant to a statewide contract. This rate will be used for evaluation purposes ONLY and does not represent the actual wage rate(s) to be paid directly to temporary staffing resources under any resultant statewide contract.
SUPPLIER PROPOSED PRICING	
VENDOR MANAGEMENT SYSTEM MARK-UP (Fixed)	Supplier proposed component of the bill rate representing the fixed percentage increase applied to the "fully burdened" hourly rate (SRP Standard/Payroll markup percentage increase applied to the average base rate) of a temporary staffing resource , as compensation to the MSP for the provision and management of the VMS software tool. Percentages must be entered as DECIMAL NUMBERS TO THE HUNDREDTHS PLACE ONLY (Two Decimal Places).
MANAGED SERVICE PROVIDER MARK-UP (Fixed)	Supplier proposed component of the bill rate representing the fixed percentage increase applied to the "fully burdened" hourly rate (SRP Standard/Payroll markup percentage increase applied to average base rate) of a temporary staffing resource, as compensation to the MSP for management of the supply pool of temporary staffing vendors. Percentages must be entered as DECIMAL NUMBERS TO THE HUNDREDTHS PLACE ONLY (Two Decimal Places).
STAFFING RESOURCE PROVIDER STANDARD MARK-UP (Not-to-Exceed)	Supplier proposed component of the bill rate representing the not-to-exceed percentage increase applied to the hourly average base rate of a temporary staffing resource as compensation to the Staffing Resource Provider for recruiting, identifying and providing qualified individuals to fill temporary employment positions within an Authorized User’s organization. Percentages must be entered as DECIMAL NUMBERS TO THE HUNDREDTHS PLACE ONLY (Two Decimal Places).
STAFFING RESOURCE PROVIDER PAYROLL MARK-UP (Not-to-Exceed)	Supplier proposed component of the bill rate representing the not-to-exceed percentage increase applied to the hourly average base rate of a temporary staffing resource as compensation to the Staffing Resource Provider to hire an individual that has been pre-selected/identified by the Authorized User to fill a temporary employment position within the Authorized User’s organization. Percentages must be entered as DECIMAL NUMBERS TO THE HUNDREDTHS PLACE ONLY (Two Decimal Places).
BILL RATE PER UoM	COMPUTED VALUE representative of the line item unit price by SRP percentage markup type (i.e. Standary or Payroll) proposed by a Supplier for each hour of temporary labor. The bill rate is computed as follows: (1) the Supplier proposed Standard SRP or Payroll SRP (as applicable) markup percentage is first applied to the average base rate/UoM to determine the fully burdened hourly rate for the job title/position description listed ; (2) the Supplier proposed MSP & VMS markup percentages are then applied to the fully burdened hourly rate to determine to hourly bill rate.
UNIT PRICE	Supplier proposed price for a single unit of service based on the specified unit of measure. Unit Prices must be entered as DECIMAL NUMBERS TO THE HUNDREDTHS PLACE ONLY (Two Decimal Places)
EXTENDED ANNUAL PRICE	COMPUTED VALUE representative of the total annual price for a line item based on the calculated the bill rates multiplied by the historical/estimated annual quantity. For staffing services- each computed bill rate (Standard & Payroll) will be multiplied by a percentage of the historical annual quantity to determine the Extended Annual Price for the line item. The percentage of the historical annual quantity apportioned to each rate type (Standard & Payroll) was derived from historical purchase data depicting the relative demand for a specific rate type as compared to the other rate type.
SUBTOTALS	COMPUTED VALUE representative of the sum of the Supplier proposed extended line item prices for a single rate type (Standard & Payroll) within a subcategory.
TOTAL PROPOSED CATEGORY PRICE:	COMPUTED VALUE representative of the sum of extended line item prices within a category that will be included in the computation of the Supplier Total Proposed Price.
SUPPLIER TOTAL PROPOSED PRICE:	COMPUTED VALUE representative of the sum of ALL Total Proposed Category Prices which will be used for evaluation purposes. The Supplier Total Proposed Price WILL NOT CALCULATE unless ALL Supplier proposed percentage mark-ups and unit prices have been entered.

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Suppliers are required to complete ALL Yellow Highlighted Cells. For each category, DOAS has identified line items representative of frequently purchased positions/services based on historical or estimated quantities encompassing a twelve (12) month period. In order for the Supplier Total Proposed Price to calculate, Suppliers MUST propose: (1) a fixed percentage mark-up for the Vendor Managment System AND (2) a fixed percentage mark-up for Managed Service Provider for the Staffing Services Category; (3) a Standard Rate not-to-exceed percentage mark-up for the Staffing Resource Provider AND (4) a Payroll Rate not-to-exceed percentage mark-up for the Staffing Resource Provider for each Staffing Service SubCategory; (5) a firm, fixed unit price (based on the designated unit of measure) for each line item listed in the Other Staffing Related Services category which is separated into two (2) subcategories (Non-Standard Pre-Employment Screening and ACA Safe Harbor Provision. The Supplier proposed percentage mark-ups (VMS, MSP,Standard SRP and Payroll SRP) will apply to all line items within the Staffing Services category.

Category: Staffing Services												
					SUPPLIER PROPOSED FIXED PERCENTAGE MARK-UPS							
					VENDOR MANAGEMENT SYSTEM (VMS)						0.35%	
					MANAGED SERVICE PROVIDER (MSP)						3.00%	
SubCategory: Standard Position Classifications												
REQUIREMENTS/SPECIFICIATIONS					SUPPLIER PROPOSED NOT-TO-EXCEED PERCENTAGE MARK-UPS							
					STANDARD			PAYROLL				
					STAFFING RESOURCE PROVIDER (SRP):		35.00%	STAFFING RESOURCE PROVIDER (SRP):		25.00%		
Line Item #	Job Title/Position Description	Historical Annual Quantity	UoM	Average Base Rate per UoM	Bill Rate UoM	per	Extended Price	Annual	Bill Rate UoM	per	Extended Price	Annual
1	Access Database Specialist	34	HR	\$45.32		\$63.23		\$1,934.89		\$58.55		\$199.06
2	Administrator	11,455	HR	\$54.08		\$75.45		\$777,890.62		\$69.86		\$80,029.90
3	Analyst	2,964	HR	\$31.27		\$43.63		\$116,383.88		\$40.40		\$11,973.65
4	Analyst/Developer	8,390	HR	\$44.94		\$62.70		\$473,458.36		\$58.06		\$48,709.71
5	Application Developer	31,336	HR	\$42.09		\$58.73		\$1,656,186.51		\$54.38		\$170,389.56
6	Application Developer (JAVA)	2,133	HR	\$53.96		\$75.29		\$144,527.19		\$69.71		\$14,869.05
7	Application Support	2,712	HR	\$38.94		\$54.33		\$132,608.81		\$50.31		\$13,642.88
8	Application Support Specialist	2,962	HR	\$42.55		\$59.37		\$158,260.08		\$54.97		\$16,281.90
9	Application Systems Engineer/DBA	1,853	HR	\$53.96		\$75.29		\$125,555.03		\$69.71		\$12,917.18
10	Architect	9,619	HR	\$66.71		\$93.08		\$805,763.56		\$86.18		\$82,897.49
11	Asset Management PM	1,860	HR	\$51.80		\$72.27		\$120,984.42		\$66.92		\$12,446.96
12	Banner Consultant	1,016	HR	\$73.38		\$102.38		\$93,617.74		\$94.80		\$9,631.46
13	Benefits Debit Card Project Manager	1,722	HR	\$43.17		\$60.23		\$93,347.34		\$55.77		\$9,603.64
14	Business Analyst	48,490	HR	\$40.18		\$56.06		\$2,446,520.59		\$51.91		\$251,699.65
15	Business Analyst w/ Programming Experience	1,753	HR	\$46.76		\$65.24		\$102,930.29		\$60.41		\$10,589.54
16	Business Analyst/Project Administrator	1,871	HR	\$35.97		\$50.19		\$84,508.62		\$46.47		\$8,694.30
17	Business Analyst/Quality Assurance Analyst	3,710	HR	\$41.74		\$58.24		\$194,452.31		\$53.92		\$20,005.38
18	Business Analyst/Technical Writer	5,811	HR	\$34.42		\$48.02		\$251,158.86		\$44.47		\$25,839.39
19	Business Applications Specialist	454	HR	\$35.97		\$50.19		\$20,506.10		\$46.47		\$2,109.68
20	Business Data Analyst	2,132	HR	\$40.24		\$56.14		\$107,728.83		\$51.99		\$11,083.21
21	Business Intelligence Analyst	1,818	HR	\$42.45		\$59.23		\$96,907.71		\$54.84		\$9,969.93
22	Business Intelligence Report Generator	1,853	HR	\$53.96		\$75.29		\$125,555.03		\$69.71		\$12,917.18
23	Business Systems Analyst 3	1,574	HR	\$41.73		\$58.22		\$82,478.33		\$53.91		\$8,485.43
24	Change Control Manager	1,784	HR	\$50.36		\$70.26		\$112,815.13		\$65.06		\$11,606.49
25	Change Management Specialist	277	HR	\$35.97		\$50.19		\$12,511.43		\$46.47		\$1,287.18
26	Chief Information Officer (CIO)	597	HR	\$64.75		\$90.34		\$48,540.12		\$83.65		\$4,993.84
27	Client Server Programmer Analyst - Level 2	1,957	HR	\$52.23		\$72.87		\$128,350.51		\$67.47		\$13,204.79
28	Client Support	2,250	HR	\$21.58		\$30.11		\$60,970.63		\$27.88		\$6,272.70
29	Comprehensive User Interface Professional Developer	2,146	HR	\$42.45		\$59.23		\$114,391.61		\$54.84		\$11,768.68
30	Computer Desktop Support Technician	137	HR	\$21.58		\$30.11		\$3,712.43		\$27.88		\$381.94
31	Computer Operator	3,719	HR	\$19.68		\$27.46		\$91,904.77		\$25.42		\$9,455.22
32	Computer Support Engineer	4,652	HR	\$53.96		\$75.29		\$315,208.85		\$69.71		\$32,428.89
33	Computer Technician	1,409	HR	\$15.16		\$21.15		\$26,822.36		\$19.58		\$2,759.50
34	Configuration Management Specialist	1,864	HR	\$44.39		\$61.93		\$103,900.54		\$57.35		\$10,689.36
35	Consultant	4,266	HR	\$64.49		\$89.98		\$345,461.76		\$83.31		\$35,541.33
36	Crystal Reports Developer	1,853	HR	\$39.57		\$55.21		\$92,072.14		\$51.12		\$9,472.44
37	Data Analyst	6,026	HR	\$39.64		\$55.31		\$299,950.46		\$51.21		\$30,859.10
38	Data Analyst/Business Analyst	1,997	HR	\$38.46		\$53.66		\$96,443.75		\$49.69		\$9,922.20
39	Data Architect	1,850	HR	\$57.55		\$80.30		\$133,691.51		\$74.35		\$13,754.27
40	Data Entry	612	HR	\$14.39		\$20.08		\$11,058.57		\$18.59		\$1,137.71
41	Database Administrator	6,202	HR	\$50.86		\$70.96		\$396,090.91		\$65.70		\$40,750.09
42	Database Administrator/Developer	4,018	HR	\$61.15		\$85.32		\$308,526.98		\$79.00		\$31,741.46
43	Database Analyst	1,800	HR	\$57.52		\$80.25		\$130,010.41		\$74.31		\$13,375.56
44	Database Developer	425	HR	\$50.36		\$70.26		\$26,875.80		\$65.06		\$2,765.00
45	DB2 Data Base Adminstrator	266	HR	\$53.96		\$75.29		\$18,023.55		\$69.71		\$1,854.27
46	DB2 Support Contractor	648	HR	\$50.00		\$69.76		\$40,684.76		\$64.59		\$4,185.68
47	DDS Programmer Analyst	1,988	HR	\$39.88		\$55.64		\$99,553.90		\$51.52		\$10,242.17
48	DDS Senior Programmer/Analyst	1,961	HR	\$43.17		\$60.23		\$106,303.22		\$55.77		\$10,936.54
49	Desktop Engineer	526	HR	\$15.83		\$22.09		\$10,455.71		\$20.45		\$1,075.69
50	Desktop Support Analyst	774	HR	\$21.71		\$30.29		\$21,100.25		\$28.05		\$2,170.81
51	Developer	33,921	HR	\$53.35		\$74.44		\$2,272,426.42		\$68.92		\$233,788.73
52	Developer DBA - Oracle 11g RAC on Windows 2008	1,675	HR	\$53.96		\$75.29		\$113,494.16		\$69.71		\$11,676.35
53	Development Database Administrator	1,757	HR	\$53.96		\$75.29		\$119,050.29		\$69.71		\$12,247.97
54	Development Database Administrator (Logical)	2,047	HR	\$50.36		\$70.26		\$129,446.50		\$65.06		\$13,317.54
55	Development Support Consultant	994	HR	\$64.03		\$89.34		\$79,920.22		\$82.72		\$8,222.24
56	Director of Technology Systems	610	HR	\$53.96		\$75.29		\$41,332.20		\$69.71		\$4,252.28
57	Document Imaging Developer-(Oracle UCM & ODDC)	1,996	HR	\$50.36		\$70.26		\$126,221.41		\$65.06		\$12,985.74
58	Document Management System Administrator	1,976	HR	\$53.96		\$75.29		\$133,889.23		\$69.71		\$13,774.61
59	Eligibility Project Specialist	404	HR	\$85.43		\$119.19		\$43,338.96		\$110.36		\$4,458.74
60	End User Application Support	1,998	HR	\$35.97		\$50.19		\$90,244.90		\$46.47		\$9,284.46
61	Engineer	6,660	HR	\$50.47		\$70.42		\$422,079.53		\$65.20		\$43,423.82
62	Enterprise Data Architect	2,000	HR	\$97.12		\$135.50		\$243,907.65		\$125.47		\$25,093.38
63	Enterprise Data Warehouse Oracle DBA	2,241	HR	\$53.96		\$75.29		\$151,845.02		\$69.71		\$15,621.92
64	Enterprise Web Developer	3,576	HR	\$36.76		\$51.29		\$165,066.82		\$47.49		\$16,982.18
65	Enterprise Web/SharePoint Developer/Analyst	1,772	HR	\$46.76		\$65.24		\$104,045.90		\$60.41		\$10,704.31

Suppliers are required to complete ALL Yellow Highlighted Cells. For each category, DOAS has identified line items representative of frequently purchased positions/services based on historical or estimated quantities encompassing a twelve (12) month period. In order for the Supplier Total Proposed Price to calculate, Suppliers MUST propose: (1) a fixed percentage mark-up for the Vendor Managment System AND (2) a fixed percentage mark-up for Managed Service Provider for the Staffing Services Category; (3) a Standard Rate not-to-exceed percentage mark-up for the Staffing Resource Provider AND (4) a Payroll Rate not-to-exceed percentage mark-up for the Staffing Resource Provider for each Staffing Service SubCategory; (5) a firm, fixed unit price (based on the designated unit of measure) for each line item listed in the Other Staffing Related Services category which is separated into two (2) subcategories (Non-Standard Pre-Employment Screening and ACA Safe Harbor Provision. The Supplier proposed percentage mark-ups (VMS, MSP,Standard SRP and Payroll SRP) will apply to all line items within the Staffing Services category.

66	Field Technology Asset and End User Support Technician	1,961	HR	\$22.42	\$31.28	\$55,207.74	\$28.96	\$5,679.81
67	Field Technology Asset and End User Support Technician/Administrator	1,952	HR	\$26.07	\$36.37	\$63,900.99	\$33.68	\$6,574.18
68	Financial Data Analyst	1,588	HR	\$35.97	\$50.19	\$71,726.18	\$46.47	\$7,379.24
69	Financial Systems Analyst	2,007	HR	\$38.85	\$54.20	\$97,909.57	\$50.19	\$10,073.00
70	General IT Clerk	2,016	HR	\$14.39	\$20.08	\$36,428.23	\$18.59	\$3,747.76
71	Graphic Designer	1,972	HR	\$35.61	\$49.68	\$88,179.10	\$46.00	\$9,071.92
72	Help Desk Support	2,097	HR	\$21.03	\$29.34	\$55,376.37	\$27.17	\$5,697.16
73	Help Desk/Support Assistant	1,858	HR	\$22.03	\$30.74	\$51,398.09	\$28.46	\$5,287.87
74	Helpdesk Support Lead/Jr. Network Administrator	1,910	HR	\$22.30	\$31.11	\$53,484.14	\$28.81	\$5,502.48
75	Helpdesk Technician	1,914	HR	\$15.83	\$22.09	\$38,046.05	\$20.45	\$3,914.20
76	Imaging Developer	1,760	HR	\$48.92	\$68.25	\$108,114.98	\$63.20	\$11,122.94
77	Imaging Project Manager	3,289	HR	\$47.59	\$66.40	\$196,546.96	\$61.48	\$20,220.88
78	Information Security Analyst	313	HR	\$50.36	\$70.26	\$19,793.24	\$65.06	\$2,036.34
79	Information Security Officer - Senior Lead	1,448	HR	\$55.76	\$77.80	\$101,386.02	\$72.03	\$10,430.66
80	Infrastructure Project Manager	821	HR	\$53.96	\$75.29	\$55,629.08	\$69.71	\$5,723.16
81	IT Budget Analyst	1,047	HR	\$37.01	\$51.64	\$48,657.81	\$47.81	\$5,005.95
82	IT Business Analyst	3,658	HR	\$53.00	\$73.95	\$243,448.07	\$68.47	\$25,046.10
83	IT PeopleSoft Developer	2,134	HR	\$57.55	\$80.30	\$154,214.96	\$74.35	\$15,865.74
84	IT Project Coordinator	4,360	HR	\$28.34	\$39.54	\$155,157.61	\$36.61	\$15,962.72
85	IT Project Manager - Imaging	500	HR	\$56.12	\$78.30	\$35,235.01	\$72.50	\$3,625.00
86	IT Purchasing Support Technician	83	HR	\$12.95	\$18.07	\$1,349.69	\$16.73	\$138.86
87	IT Security Manager	608	HR	\$57.55	\$80.30	\$43,937.53	\$74.35	\$4,520.32
88	IT Support Services Manager	645	HR	\$57.55	\$80.30	\$46,611.36	\$74.35	\$4,795.41
89	IT Systems Administrator - MAC	1,837	HR	\$35.97	\$50.19	\$82,972.92	\$46.47	\$8,536.31
90	IT Technical Writer	1,593	HR	\$35.97	\$50.19	\$71,952.02	\$46.47	\$7,402.47
91	IT Test Manager	1,716	HR	\$53.96	\$75.29	\$116,272.23	\$69.71	\$11,962.16
92	Junior Project Manager	1,739	HR	\$24.25	\$33.83	\$52,953.92	\$31.33	\$5,447.93
93	LAN Tower Consultant	342	HR	\$28.06	\$39.15	\$12,050.37	\$36.25	\$1,239.75
94	Lead Mainframe Programmer Analyst	1,810	HR	\$33.86	\$47.24	\$76,957.74	\$43.74	\$7,917.46
95	Lead Software Architect Mentor	2,677	HR	\$80.58	\$112.43	\$270,870.93	\$104.10	\$27,867.38
96	Mainframe DB2 Database Administrator	1,798	HR	\$45.32	\$63.23	\$102,321.37	\$58.55	\$10,526.89
97	Mainframe Programmer Analyst	8,965	HR	\$36.70	\$51.20	\$413,145.59	\$47.41	\$42,504.69
98	Mainframe Programmer Systems Analyst	688	HR	\$39.57	\$55.21	\$34,185.45	\$51.12	\$3,517.02
99	Mainframe Senior Programmer Analyst	4,101	HR	\$37.56	\$52.40	\$193,420.33	\$48.52	\$19,899.21
100	Mainframe Systems Analyst	1,862	HR	\$33.63	\$46.92	\$78,630.91	\$43.45	\$8,089.60
101	Micro System Support Specialist	1,266	HR	\$26.97	\$37.63	\$42,874.73	\$34.84	\$4,410.98
102	Microsoft Junior Software Developer	232	HR	\$35.97	\$50.19	\$10,478.89	\$46.47	\$1,078.07
103	Microsoft Sharepoint Architect/Developer	1,827	HR	\$55.53	\$77.48	\$127,395.18	\$71.74	\$13,106.50
104	Microsoft Software Developer	1,435	HR	\$35.97	\$50.19	\$64,815.53	\$46.47	\$6,668.26
105	Mobile Device Invoice and Billing Analyst	80	HR	\$35.97	\$50.19	\$3,613.41	\$46.47	\$371.75
106	Mobile Device Technical Analyst	40	HR	\$35.97	\$50.19	\$1,806.70	\$46.47	\$185.87
107	Modeler	1,807	HR	\$50.36	\$70.26	\$114,269.58	\$65.06	\$11,756.13
108	Net Developer	1,020	HR	\$53.96	\$75.29	\$69,112.86	\$69.71	\$7,110.38
109	Network & Systems Administrator	1,245	HR	\$32.37	\$45.16	\$50,605.63	\$41.82	\$5,206.34
110	Network Engineer	1,934	HR	\$45.35	\$63.27	\$110,133.77	\$58.59	\$11,330.64
111	Network Engineer/Administrator	243	HR	\$41.01	\$57.22	\$12,513.62	\$52.98	\$1,287.41
112	Network/SAN Engineer	1,715	HR	\$50.36	\$70.26	\$108,451.76	\$65.06	\$11,157.59
113	PL/SQL Developer	3,776	HR	\$46.76	\$65.24	\$221,714.07	\$60.41	\$22,810.09
114	Process Modeler	3,587	HR	\$49.61	\$69.22	\$223,453.60	\$64.09	\$22,989.05
115	Production Control Analyst	1,778	HR	\$40.29	\$56.21	\$89,953.03	\$52.05	\$9,254.43
116	Program Analyst	1,938	HR	\$40.97	\$57.16	\$99,702.60	\$52.93	\$10,257.47
117	Programmer	18,172	HR	\$47.69	\$66.54	\$1,088,220.27	\$61.61	\$111,956.82
118	Programmer Analyst	9,928	HR	\$42.89	\$59.84	\$534,693.09	\$55.41	\$55,009.58
119	Programmer Analyst 1	1,601	HR	\$44.60	\$62.23	\$89,662.93	\$57.62	\$9,224.58
120	Programmer Analyst 3	1,984	HR	\$53.96	\$75.29	\$134,431.29	\$69.71	\$13,830.38
121	Programmer HL7	1,897	HR	\$46.76	\$65.24	\$111,385.48	\$60.41	\$11,459.41
122	Project Assurance Consultant	325	HR	\$107.91	\$150.56	\$44,038.43	\$139.41	\$4,530.70
123	Project Manager	56,923	HR	\$50.72	\$70.77	\$3,625,382.08	\$65.52	\$372,981.70
124	Quality Assurance Analyst	27,000	HR	\$30.97	\$43.21	\$1,050,005.87	\$40.01	\$108,025.30
125	Quality Assurance Automation Engineer	1,318	HR	\$46.76	\$65.24	\$77,388.54	\$60.41	\$7,961.78
126	Quality Assurance Tester	4,373	HR	\$45.52	\$63.51	\$249,958.83	\$58.81	\$25,715.93
127	Remedy Administrator	2,069	HR	\$35.30	\$49.25	\$91,711.11	\$45.60	\$9,435.30
128	Report Developer	2,079	HR	\$43.17	\$60.23	\$112,699.84	\$55.77	\$11,594.63
129	Resource Manager	1,809	HR	\$46.58	\$64.99	\$105,809.54	\$60.18	\$10,885.75
130	Security Analyst	276	HR	\$51.27	\$71.53	\$17,768.84	\$66.23	\$1,828.07
131	Senior Bi Developer	1,638	HR	\$64.75	\$90.34	\$133,180.44	\$83.65	\$13,701.69
132	Senior Business Analyst, HR	1,926	HR	\$61.87	\$86.32	\$149,631.54	\$79.93	\$15,394.19
133	Senior Business Analyst/Project Manager	1,035	HR	\$93.53	\$130.50	\$121,556.46	\$120.83	\$12,505.81
134	Senior Business Objects Developer/Designer	1,684	HR	\$57.09	\$79.65	\$120,722.69	\$73.75	\$12,420.03
135	Senior Business Systems Analyst	559	HR	\$46.76	\$65.24	\$32,822.61	\$60.41	\$3,376.81
136	Senior Database Developer	5,162	HR	\$50.53	\$70.50	\$327,532.24	\$65.28	\$33,696.73
137	Senior Enterprise Architect Lead for .NET	2,047	HR	\$67.63	\$94.36	\$173,837.71	\$87.37	\$17,884.54
138	Senior Help Desk Analyst	329	HR	\$28.78	\$40.15	\$11,889.77	\$37.18	\$1,223.23
139	Senior Network Engineer	2,176	HR	\$49.28	\$68.76	\$134,653.10	\$63.66	\$13,853.20
140	Senior Performance Engineer	2,196	HR	\$58.99	\$82.30	\$162,666.26	\$76.21	\$16,735.21
141	Senior Programmer Analyst	7,425	HR	\$41.04	\$57.26	\$382,640.18	\$53.02	\$39,366.27
142	Senior Project Manager	2,991	HR	\$57.55	\$80.30	\$216,146.65	\$74.35	\$22,237.31
143	Senior Report Developer	1,790	HR	\$50.36	\$70.26	\$113,194.55	\$65.06	\$11,645.53
144	Senior Security Network Engineer	3,974	HR	\$50.09	\$69.89	\$249,957.20	\$64.71	\$25,715.76

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145	Senior Software Architect	1,855	HR	\$82.19	\$114.67	\$191,447.48	\$106.18	\$19,696.24
146	Senior System Administrator	720	HR	\$43.17	\$60.23	\$39,030.25	\$55.77	\$4,015.46
147	Senior System Analyst	1,722	HR	\$38.49	\$53.70	\$83,227.69	\$49.72	\$8,562.52
148	SharePoint 2013 Trainer	288	HR	\$35.97	\$50.19	\$13,008.27	\$46.47	\$1,338.30
149	SharePoint Administrator	447	HR	\$52.88	\$73.78	\$29,681.49	\$68.31	\$3,053.65
150	SharePoint Application Developer (SQL, .Net)	7,957	HR	\$47.05	\$65.65	\$470,105.95	\$60.78	\$48,364.81
151	Sharepoint Architect	1,207	HR	\$73.71	\$102.84	\$111,717.30	\$95.22	\$11,493.55
152	SharePoint Development and Administration	1,106	HR	\$38.28	\$53.41	\$53,163.53	\$49.45	\$5,469.50
153	SharePoint Support Specialist	707	HR	\$46.76	\$65.24	\$41,512.67	\$60.41	\$4,270.85
154	Software Architect	1,642	HR	\$90.58	\$126.38	\$186,763.60	\$117.02	\$19,214.36
155	Software Configuration Analyst	1,325	HR	\$53.96	\$75.29	\$89,778.96	\$69.71	\$9,236.52
156	Software Developer	955	HR	\$36.69	\$51.19	\$43,998.50	\$47.40	\$4,526.59
157	Solaris System Administrator	2,328	HR	\$50.00	\$69.76	\$146,163.77	\$64.59	\$15,037.43
158	Solutions Analyst	67	HR	\$43.17	\$60.23	\$3,631.98	\$55.77	\$373.66
159	SQL Data Architect	2,010	HR	\$56.65	\$79.04	\$142,982.45	\$73.18	\$14,710.13
160	SQL Developer	2,080	HR	\$48.20	\$67.25	\$125,891.71	\$62.27	\$12,951.82
161	SQL Programmer/Data Analyst	1,063	HR	\$39.57	\$55.21	\$52,818.50	\$51.12	\$5,434.00
162	Senior Agile Business Analyst	336	HR	\$48.92	\$68.25	\$20,640.13	\$63.20	\$2,123.47
163	Senior Java Developer	306	HR	\$54.57	\$76.14	\$20,968.25	\$70.50	\$2,157.23
164	Senior Programmer Analyst	640	HR	\$40.94	\$57.12	\$32,901.41	\$52.89	\$3,384.92
165	Senior Reports Developer	600	HR	\$53.04	\$74.00	\$39,961.48	\$68.52	\$4,111.26
166	Senior Agile Business Analyst	1,307	HR	\$48.92	\$68.25	\$80,287.66	\$63.20	\$8,260.05
167	Senior Business Analyst	1,005	HR	\$46.76	\$65.24	\$59,010.23	\$60.41	\$6,071.01
168	Senior Business Process & Info. Mgt. Improvement Analyst (Hospital Ops)	460	HR	\$68.35	\$95.36	\$39,480.54	\$88.30	\$4,061.78
169	Senior Data Analyst	488	HR	\$35.97	\$50.19	\$22,041.80	\$46.47	\$2,267.67
170	Senior DBA Administrator	3,684	HR	\$59.43	\$82.92	\$274,923.66	\$76.78	\$28,284.33
171	Senior DBA System Administrator	1,840	HR	\$57.55	\$80.30	\$132,968.85	\$74.35	\$13,679.92
172	Senior IT Project Manager-SHINES	120	HR	\$50.36	\$70.26	\$7,588.46	\$65.06	\$780.71
173	Senior Mainframe Programmer Analyst	3,790	HR	\$45.30	\$63.20	\$215,587.80	\$58.52	\$22,179.81
174	Senior Programmer Analyst	10,781	HR	\$42.65	\$59.51	\$577,384.13	\$55.10	\$59,401.66
175	Senior Project Manager	1,094	HR	\$43.67	\$60.93	\$59,991.16	\$56.42	\$6,171.93
176	Senior Project Manager Vital Records	1,945	HR	\$64.75	\$90.34	\$158,141.60	\$83.65	\$16,269.71
177	Sr. Reports Developer	2,813	HR	\$52.92	\$73.84	\$186,928.85	\$68.37	\$19,231.36
178	Sr. Web Developer	28	HR	\$68.35	\$95.36	\$2,403.16	\$88.30	\$247.24
179	Support Analyst	528	HR	\$15.83	\$22.09	\$10,495.46	\$20.45	\$1,079.78
180	System Analyst	1,901	HR	\$38.85	\$54.20	\$92,738.46	\$50.19	\$9,540.99

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181	System Tester	5,294	HR	\$30.66	\$42.78	\$203,818.15	\$39.61	\$20,968.95
182	Systems Administrator	3,658	HR	\$53.64	\$74.84	\$246,387.82	\$69.30	\$25,348.54
183	Systems Analyst	6,862	HR	\$42.26	\$58.96	\$364,138.81	\$54.59	\$37,462.84
184	Technical Business Analyst	890	HR	\$35.97	\$50.19	\$40,199.18	\$46.47	\$4,135.72
185	Technical Lead	2,004	HR	\$35.97	\$50.19	\$90,515.91	\$46.47	\$9,312.34
186	Technical Manager	932	HR	\$53.96	\$75.29	\$63,150.18	\$69.71	\$6,496.93
187	Technical Project Lead	1,521	HR	\$60.79	\$84.82	\$116,104.25	\$78.53	\$11,944.88
188	Technical Project Manager	3,967	HR	\$55.67	\$77.67	\$277,312.97	\$71.92	\$28,530.14
189	Technical Support	19,796	HR	\$25.45	\$35.51	\$632,633.22	\$32.88	\$65,085.72
190	Technical Writer	6,364	HR	\$33.38	\$46.57	\$266,749.28	\$43.12	\$27,443.34
191	Technology Fiscal Analyst & Planner	2,000	HR	\$45.40	\$63.34	\$114,017.79	\$58.65	\$11,730.23
192	Telecom Customer Service Specialist	1,907	HR	\$15.11	\$21.08	\$36,182.78	\$19.52	\$3,722.51
193	Telecommuncations Analyst 2	222	HR	\$15.83	\$22.09	\$4,412.87	\$20.45	\$454.00
194	Trading Partner Test Lead	1,850	HR	\$39.57	\$55.21	\$91,923.07	\$51.12	\$9,457.11
195	Trainer	1,815	HR	\$29.07	\$40.56	\$66,253.44	\$37.55	\$6,816.20
196	Transformation Project Manager	456	HR	\$46.76	\$65.24	\$26,774.79	\$60.41	\$2,754.61
197	User Acceptance Testing Coordinator	142	HR	\$39.57	\$55.21	\$7,055.72	\$51.12	\$725.90
198	User Experience Designer Agile	1,214	HR	\$44.60	\$62.23	\$67,989.26	\$57.62	\$6,994.78
199	VB6 Developer	2,105	HR	\$39.57	\$55.21	\$104,593.55	\$51.12	\$10,760.65
200	Web Content Specialist	1,914	HR	\$19.44	\$27.12	\$46,722.38	\$25.11	\$4,806.83
201	Web Developer	5,741	HR	\$46.05	\$64.25	\$331,973.90	\$59.49	\$34,153.69
202	Webmaster	5,528	HR	\$36.76	\$51.29	\$255,170.40	\$47.49	\$26,252.10
203	Websphere Administrator	1,742	HR	\$50.36	\$70.26	\$110,159.16	\$65.06	\$11,333.25
204	Windows Application Administrator	1,047	HR	\$41.73	\$58.22	\$54,863.29	\$53.91	\$5,644.37
205	Windows Server Administrator	5,889	HR	\$48.94	\$68.28	\$361,903.08	\$63.22	\$37,232.83
206	Windows/VM/Storage Engineer	2,067	HR	\$57.55	\$80.30	\$149,373.16	\$74.35	\$15,367.61
					SUBTOTAL:	\$37,936,707.01	SUBTOTAL:	\$3,902,953.40

SubCategory: Specialized Position Classifications

REQUIREMENTS/SPECIFICIATIONS					SUPPLIER PROPOSED NOT-TO-EXCEED PERCENTAGE MARK-UPS					
					STANDARD RATE		PAYROLL RATE			
					STAFFING RESOURCE PROVIDER (SRP):		35.00%	STAFFING RESOURCE PROVIDER (SRP):		25.00%
Line Item #	Job Title/Position Description	Historical Annual Quantity	UoM	Average Base Rate per UoM	Bill Rate UoM	per	Extended Annual Price	Bill Rate UoM	per	Extended Annual Price
207	.NET Application Developer	8,199	HR	\$49.24		\$68.70	\$506,950.66		\$63.61	\$52,155.42
208	.Net Developer	12,588	HR	\$50.83		\$70.92	\$803,458.78		\$65.67	\$82,660.37
209	.NET MVC HTML5 Developer	7,669	HR	\$55.56		\$77.52	\$535,041.83		\$71.78	\$55,045.46
210	.NET/SharePoint Developer	2,152	HR	\$53.96		\$75.29	\$145,814.59		\$69.71	\$15,001.50
211	ArcGIS Data Manager	1,893	HR	\$46.04		\$64.24	\$109,439.14		\$59.48	\$11,259.17
212	ArcGIS Route Builder Replacement	236	HR	\$73.83		\$103.01	\$21,879.21		\$95.38	\$2,250.95
213	ArcGIS Server .NET Developer	2,315	HR	\$48.92		\$68.25	\$142,208.06		\$63.20	\$14,630.46
214	ArcGIS Server .NET/HTML5 - Javascript Developer	1,549	HR	\$47.69		\$66.54	\$92,761.02		\$61.61	\$9,543.31
215	ASP.Net Web Developer	1,328	HR	\$43.17		\$60.23	\$71,989.12		\$55.77	\$7,406.29
216	CHIPRA Business Analyst	1,682	HR	\$35.97		\$50.19	\$75,971.94		\$46.47	\$7,816.04
217	ClearQuest Administrator	2,178	HR	\$46.76		\$65.24	\$127,884.86		\$60.41	\$13,156.88
218	COBOL Programmer Analyst/Developer	3,951	HR	\$48.33		\$67.43	\$239,778.69		\$62.44	\$24,668.59
219	Cognos Administrator/Developer	1,854	HR	\$53.96		\$75.29	\$125,622.79		\$69.71	\$12,924.16
220	COMPASS Business Analyst	831	HR	\$37.36		\$52.13	\$38,984.74		\$48.26	\$4,010.78
221	Digital Video Engineer	1,845	HR	\$53.96		\$75.29	\$125,012.97		\$69.71	\$12,861.42
222	Drupal Developer	1,902	HR	\$49.64		\$69.26	\$118,557.50		\$64.13	\$12,197.27
223	Drupal Web Support Specialist	756	HR	\$28.56		\$39.85	\$27,112.32		\$36.90	\$2,789.33
224	GETS Support Engineer	1,876	HR	\$35.97		\$50.19	\$84,734.45		\$46.47	\$8,717.54
225	GIS Analyst	1,981	HR	\$38.78		\$54.11	\$96,467.06		\$50.10	\$9,924.59
226	GIS Technician	8,317	HR	\$29.38		\$40.99	\$306,835.25		\$37.96	\$31,567.41
227	IBM i2 iBase Developer/Administrator	1,905	HR	\$41.73		\$58.22	\$99,822.89		\$53.91	\$10,269.84
228	IES Sr. Oracle Database Administrator	312	HR	\$53.96		\$75.29	\$21,140.40		\$69.71	\$2,174.94
229	IES SUCCESS Business Analyst	2,119	HR	\$35.97		\$50.19	\$95,710.18		\$46.47	\$9,846.73
230	Java Analyst Developer	5,994	HR	\$52.39		\$73.10	\$394,322.81		\$67.68	\$40,568.19
231	JAWS Script Writer	196	HR	\$50.36		\$70.26	\$12,394.49		\$65.06	\$1,275.15
232	Junior Java Developer	5,450	HR	\$44.48		\$62.06	\$304,402.38		\$57.46	\$31,317.12
233	Kronos Timekeeper Implementation/Trainer	1,836	HR	\$41.73		\$58.22	\$96,207.25		\$53.91	\$9,897.87
234	MMIS Analyst	3,765	HR	\$43.17		\$60.23	\$204,095.67		\$55.77	\$20,997.50
235	MMIS Certification Consultant	2,001	HR	\$64.75		\$90.34	\$162,694.78		\$83.65	\$16,738.15
236	Novell to Windows Network and GroupWise to Microsoft Exchange Planner	2,108	HR	\$50.36		\$70.26	\$133,303.97		\$65.06	\$13,714.40
237	OBIEE Developer	1,299	HR	\$89.93		\$125.47	\$146,690.00		\$116.18	\$15,091.56
238	Oracle Data Warehouse Administrator	1,142	HR	\$82.73		\$115.43	\$118,635.83		\$106.88	\$12,205.33
239	Oracle Database Developer	624	HR	\$39.57		\$55.21	\$31,004.11		\$51.12	\$3,189.72
240	Oracle PL/SQL Developer	1,880	HR	\$46.76		\$65.24	\$110,393.41		\$60.41	\$11,357.35
241	Oracle Programmer Analyst	2,068	HR	\$53.96		\$75.28	\$140,114.72		\$69.71	\$14,415.09
242	PCGenesis Lead Analyst & Developer	3,486	HR	\$54.83		\$76.50	\$240,011.69		\$70.83	\$24,692.56
243	PeopleSoft 9.0 Financials Developer	1,800	HR	\$61.15		\$85.32	\$138,215.17		\$79.00	\$14,219.67
244	Peoplesoft Database Administrator	2,128	HR	\$87.05		\$121.45	\$232,609.34		\$112.46	\$23,931.00
245	PeopleSoft Functional Financials Consultant	1,528	HR	\$94.85		\$132.34	\$181,989.97		\$122.53	\$18,723.25
246	Peoplesoft Functional FSCM Analyst (GL, AP, AR, PO)	2,485	HR	\$67.34		\$93.95	\$210,129.13		\$86.99	\$21,618.22
247	Procurement Catalog Management Analyst	1,979	HR	\$32.37		\$45.16	\$80,440.59		\$41.82	\$8,275.78
248	SAS Programmer	1,488	HR	\$44.18		\$61.64	\$82,549.68		\$57.08	\$8,492.77
249	Senior .Net Analyst/Developer	16,093	HR	\$52.46		\$73.19	\$1,060,112.75		\$67.77	\$109,065.10

Suppliers are required to complete ALL Yellow Highlighted Cells. For each category, DOAS has identified line items representative of frequently purchased positions/services based on historical or estimated quantities encompassing a twelve (12) month period. In order for the Supplier Total Proposed Price to calculate, Suppliers MUST propose: (1) a fixed percentage mark-up for the Vendor Managment System AND (2) a fixed percentage mark-up for Managed Service Provider for the Staffing Services Category; (3) a Standard Rate not-to-exceed percentage mark-up for the Staffing Resource Provider AND (4) a Payroll Rate not-to-exceed percentage mark-up for the Staffing Resource Provider for each Staffing Service SubCategory; (5) a firm, fixed unit price (based on the designated unit of measure) for each line item listed in the Other Staffing Related Services category which is separated into two (2) subcategories (Non-Standard Pre-Employment Screening and ACA Safe Harbor Provision. The Supplier proposed percentage mark-ups (VMS, MSP,Standard SRP and Payroll SRP) will apply to all line items within the Staffing Services category.

250	Senior .NET Application Developer	10,893	HR	\$47.24	\$65.91	\$646,166.07	\$61.03	\$66,477.99
251	Senior .Net Software Developer	1,800	HR	\$55.40	\$77.30	\$125,218.65	\$71.57	\$12,882.58
252	Senior .NET Web Developer (TPro)	6,310	HR	\$53.93	\$75.24	\$427,313.43	\$69.67	\$43,962.29
253	Senior .NET/Sharepoint Developer	4,064	HR	\$51.73	\$72.17	\$263,987.24	\$66.83	\$27,159.18
254	Senior ArcGIS Server .NET/SharePoint Developer	2,018	HR	\$56.12	\$78.30	\$142,208.51	\$72.50	\$14,630.51
255	Senior Cognos Developer	2,037	HR	\$56.47	\$78.79	\$144,442.69	\$72.95	\$14,860.36
256	Senior ETL Developer	1,398	HR	\$89.93	\$125.47	\$157,869.61	\$116.18	\$16,241.73
257	Senior HTL5 Developer	1,936	HR	\$64.75	\$90.34	\$157,409.84	\$83.65	\$16,194.43
258	Senior Informatica Developer	1,870	HR	\$61.15	\$85.32	\$143,590.21	\$79.00	\$14,772.66
259	Senior J2EE Programmer/Analyst	1,892	HR	\$46.76	\$65.24	\$111,091.90	\$60.41	\$11,429.21
260	Senior Java Developer	29,855	HR	\$51.29	\$71.56	\$1,922,810.71	\$66.26	\$197,820.03
261	Senior Microsoft .NET Architect	2,344	HR	\$57.19	\$79.79	\$168,331.14	\$73.88	\$17,318.02
262	Senior Microsoft .NET Developer	1,742	HR	\$55.58	\$77.55	\$121,577.57	\$71.80	\$12,507.98
263	Senior Microsoft SQL Server DBA	1,802	HR	\$63.31	\$88.33	\$143,256.34	\$81.79	\$14,738.31
264	Senior OBIEE/Informatica Developer	9,331	HR	\$57.91	\$80.80	\$678,529.16	\$74.81	\$69,807.53
265	Senior Oracle Database Developer	5,079	HR	\$54.23	\$75.66	\$345,863.38	\$70.06	\$35,582.65
266	Senior Sharepoint/.NET Developer	4,655	HR	\$48.73	\$67.99	\$284,841.23	\$62.95	\$29,304.65
267	Senior Solaris/Redhat Systems Administrator	3,959	HR	\$62.57	\$87.30	\$311,055.88	\$80.83	\$32,001.63
268	State Health Benefit Plan Programmer	2,528	HR	\$48.83	\$68.13	\$155,006.73	\$63.08	\$15,947.19
269	Senior Oracle Database Administrator	2,431	HR	\$57.73	\$80.55	\$176,227.34	\$74.58	\$18,130.38
270	Senior PL/SQL Developer	1,354	HR	\$46.76	\$65.24	\$79,502.34	\$60.41	\$8,179.25
271	Senior SSRS Report Developer	1,032	HR	\$50.36	\$70.26	\$65,260.77	\$65.06	\$6,714.07
272	Senior z/OS Systems Programmer	1,812	HR	\$59.35	\$82.81	\$135,041.01	\$76.67	\$13,893.11
273	SUCCESS Business Analyst	1,304	HR	\$35.97	\$50.19	\$58,898.58	\$46.47	\$6,059.52
274	Support Specialist - AASHTO Trns/port Software	2,118	HR	\$38.56	\$53.80	\$102,553.32	\$49.81	\$10,550.75
275	UI/UX Designer	1,353	HR	\$36.69	\$51.19	\$62,335.04	\$47.40	\$6,413.07
276	UI-Graphics Developer (.Net)	1,245	HR	\$38.13	\$53.20	\$59,610.52	\$49.26	\$6,132.77
					SUBTOTAL:	\$15,283,495.40	SUBTOTAL:	\$1,572,376.07

	TOTAL PROPOSED CATEGORY PRICE:	58,695,531.87
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Category: Other Staffing Related Services

SubCategory: Non-Standard Pre-Employment Screening

SERVICE REQUIREMENT				SUPPLIER PROPOSED		
Line Item #	Type of Screening	Estimated Annual Quantity	UoM	Unit Price	Extended Annual Price	
277	Drug Screening	300	EA	\$50.00	\$15,000.00	
278	Driving Record	50	EA	\$20.00	\$1,000.00	
279	Fingerprint Background Screen	100	EA	\$23.50	\$2,350.00	
280	Credit Check	50	EA	\$10.00	\$500.00	
281	Educational Credentials	50	EA	\$12.00	\$600.00	
282	Polygraph	10	EA	\$300.00	\$3,000.00	
283	Homeland Security Background Check	25	EA	\$3.50	\$87.50	

SubCategory: Affordable Care Act (ACA) Safe Harbor Provision

REQUIREMENT				SUPPLIER PROPOSED		
Line Item #	Description	Estimated Annual Quantity	UoM	Unit Price	Extended Annual Price	
284	ACA Safe Habor Provision Fee per Employee	12,000	MO	\$1.35	\$16,200.00	

	TOTAL PROPOSED CATEGORY PRICE:	22,537.50
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	SUPPLIER TOTAL PROPOSED PRICE:	\$ 58,718,069.37
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IT SERVICES SUBCONTRACTOR AGREEMENT

Version 5

Effective July 1, 2017

THIS AGREEMENT, made this _____ day of _____ ("Effective Date"), by and between COMPUTER AID, INC., with offices at 3801 Paxton Street, Harrisburg, PA, and Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 ("Contractor") and _____ ("Subcontractor")

WITNESSETH:

WHEREAS, the Contractor has entered into a contract with the State of Iowa (the "Customer") to provide certain information technology time and materials services under the Iowa IT Services Contract - Contract Number 4080-13E ("Master Agreement"); and

WHEREAS, the Contractor wishes to hire the Subcontractor to perform certain information technology time and materials services on an as-needed basis relating to the Contractor's aforementioned contract with the Customer (such software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto, being hereinafter referred to collectively as the "Program Materials"); and

WHEREAS, both the Contractor and the Subcontractor desire to set forth in writing the terms and conditions of their agreement, including their respective rights as to the Program Materials.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Information Technology Services. On the terms and conditions set forth herein, Contractor hereby engages Subcontractor to perform information technology time and materials services for the Project in which the Contractor is engaged with the Customer, during the term hereof, and Subcontractor hereby accepts such engagement. Subcontractor agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the IT industry, in the performance of the services called for hereunder. Upon selection by Contractor, in its sole discretion, of any one or more Subcontractor Employees, Contractor shall provide required information for each requirement in accordance with the procedures set forth in Exhibit A. Information will include the following:

- (i) the name(s) of the Subcontractor Employee(s) needed by Contractor (each, an "Assigned Employee");
- (ii) the name and location of the Contractor Customer for which the Assigned Employee shall work;
- (iii) the description of skills requested;
- (iv) the nature of the work to be performed by each Assigned Employee;
- (v) the time period for which Contractor will utilize each Assigned Employee; and
- (vi) the hourly fee which Contractor will pay shall be in accordance with the Rate Schedule in Exhibit B.

1.1 If a Subcontractor employee begins work at Customer, and the Customer determines within the first week (5 business days) that the Subcontractor employee does not have the skills or capabilities necessary to complete the job as requested in the original requirement, the Customer may request that the resource be replaced immediately, and Contractor shall not pay for the work conducted by the unacceptable Subcontractor employee.

2. Term of Agreement. The term of this Agreement shall be for the duration of one (1) year. This Agreement will renew automatically for a period of one (1) year at the end of each term unless either party provides written notice to the other party of its desire to terminate the Agreement no less than thirty (30)

days prior to the expiration of the preceding term. Subcontractor is a non-exclusive provider to Contractor. Absent the execution of a Statement of Work, this Agreement does not, in and of itself, represent a commitment by Contractor to receive any Services from Subcontractor or pay Subcontractor any fees.

2.1. Notwithstanding any termination of this Agreement, the terms of paragraphs 7, 8, 9 and 11 hereof shall continue in full force and effect.

3. Compliance. The parties hereto acknowledge that the business relationship is between two independent contractors and is not an employer-employee relationship. The Subcontractor warrants and represents that it is a corporation engaged in the business of providing computer consulting/programming services and that it will continue to act as an independent entity notwithstanding any degree of direction or control exerted over its programming activities by the Contractor. Accordingly, the Subcontractor shall pay and report, as applicable, local, state and federal income tax withholdings, social security taxes, unemployment taxes and such other taxes as may be required with respect to payments received by the Subcontractor for the services provided by it pursuant to this Agreement.

3.1. Further, the Subcontractor agrees to indemnify and hold harmless the Contractor from any demands or damages which may arise pursuant to a claim involving the Subcontractor and which is brought under a theory of an employer-employee relationship such as, but not limited to, a claim for, wages, premiums, employment benefits, discrimination (unless caused by the willful conduct of Contractor or its agents), workers' compensation benefits, unemployment insurance, withholding taxes or payroll taxes.

3.2. Subcontractor shall purchase and maintain insurance for protection from claims under the Worker's Compensation Act and other statutory employee benefit provisions, which are applicable in the state in which this Agreement is being performed. Subcontractor shall obtain and keep in force throughout the term of this Agreement, insurance with the following minimum coverage limits:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability written on an occurrence basis	General Aggregate	\$2 Million
	Products-Comp/Op Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability written on an occurrence basis (Required only if Subcontractor resources are operating vehicles owned by Subcontractor or Customer)	Combined single limit	\$1 Million
Excess Liability/Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

3.3. Subcontractor shall submit a Certificate of Insurance to Contractor evidencing the required insurance coverage and stating that thirty (30) days prior written notice must be given to Contractor before cancellation of the policy. The Certificate of Insurance must designate the State of Iowa as an additional insured, and it must also be endorsed to include a blanket waiver of subrogation.

3.4. Contractor shall have the right no more than once a year unless Customer and the Contractor agree that an audit is required at an earlier interval, at its sole cost and expense and upon reasonable prior written notice, itself or through an independent third party, to inspect the books and records of Subcontractor at Subcontractor's location to determine if Subcontractor is performing its obligations in accordance with the terms of this Agreement. If it is determined by the inspection that there was an overpayment of an amount due to Subcontractor by Contractor, Subcontractor shall promptly pay the difference to Contractor together with interest at the rate of one and a half percent (1.5%) per month and,

in the event such overpayment exceeds five percent (5%) of the amounts due under the Agreement for such period, Subcontractor shall reimburse Contractor for the costs of the inspection. If it is determined by the inspection that Subcontractor has defaulted in any of its non-monetary obligations under this Agreement, then Contractor may, but shall not be obligated to, pursue its rights and remedies against Subcontractor as permitted hereunder. In no event shall Contractor's failure to enforce its rights upon learning of a default be deemed to be a waiver of such default. Furthermore, if a material default of a non-monetary obligation is uncovered as a result of the inspection, Subcontractor shall promptly reimburse Contractor for the costs of the inspection.

4.0. Compensation. Contractor agrees to pay Subcontractor the rates set forth in Exhibit B or as Exhibit B may be modified by a rate change, for all Customer-Approved billable hours for services rendered by Subcontractor during the term of this Agreement. Fees for any renewal of this Agreement shall be as mutually agreed by parties. Subcontractor shall provide Contractor with one invoice per month for services performed during the preceding month. Subcontractor employee must enter time into the Vendor Management System (VMS) on a weekly basis or as directed by the Contractor. In the event of a conflict between the invoice and the time entered on VMS, the approved time entered on VMS shall prevail.

4.1. Subcontractor shall maintain its payroll time records and work reports in accordance with Contractor's requirements for a period of four (4) years. Contractor may audit said books and records during the term of this Agreement and for four (4) years thereafter.

4.2. This Agreement does not entitle Subcontractor to any reimbursement of expenses unless otherwise expressly agreed to in writing in advance as Customer approved and re-billable.

5. Payment terms. Subcontractor shall provide Contractor with one invoice per month for Customer-approved hours for the preceding month. Contractor shall pay all properly prepared and submitted invoices within 60 calendar days from the date of receipt of such invoice by the Subcontractor, subject to timely payment from the Customer. Subcontractor shall have the option of 15 day net payment from the date of receipt of the properly prepared and submitted invoice, subject to a charge of one percent (1%) of the invoice amount to be retained by Contractor.

6. Indemnification. The Subcontractor, at its own expense, agrees to defend, indemnify and hold harmless the Contractor, its employees, successors and assigns from any claim, demand, cause of action, loss, damage, expense or liability (including attorney's fees) that may be incurred by the Contractor as a result of Subcontractor's actions under this Agreement or to the extent that it is based on a claim that Subcontractor infringed or violated the patent, copyright, license or other proprietary or intellectual property right of a third party or arising out of any injury (including death) to persons or damage to property to the extent caused by the negligence or intentional misconduct of Subcontractor or Subcontractor's employees, agents or subcontractors while engaged in the performance of this Agreement or that Subcontractor otherwise acted negligently, improperly or illegally in the performance of its duties pursuant to the terms of this Agreement. In addition, in the event that any such Subcontractor performance is held to constitute an infringement and its use is or may be enjoined, Subcontractor shall, at its option, (1) modify the infringing program coding at its own expense so that it is not infringing; or (2) procure for the Contractor the right to use and license the use of the infringing program coding at no cost to either the Contractor or the Customer.

7. Ownership of Program Materials. Subcontractor agrees that all program materials, reports, and other data or materials generated or developed by Subcontractor under this Agreement or furnished by either the Contractor or the Customer to the Subcontractor shall be and remain the property of the Customer.

Subcontractor specifically agrees that all copyrightable material developed or created under this Agreement shall be considered works made for hire by Subcontractor for the Customer and that such material shall, upon creation, be owned exclusively by the Customer.

7.1. To the extent that any such material, under applicable law, may not be considered work made for hire by Subcontractor for Customer, Subcontractor agrees to assign and, upon its creation, automatically assigns to Customer the ownership of such material, including any copyright or other intellectual property rights in such materials, without the necessity of any further consideration. Customer shall be entitled to obtain and hold in its own name all copyrights in respect of such materials. Subcontractor shall perform any acts that may be deemed necessary or desirable by Customer to evidence more fully the transfer of ownership of all materials referred to in this paragraph 6 to Customer to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by Customer.

7.2. To the extent that any preexisting rights of Subcontractor are embodied in the Program Materials, Subcontractor hereby grants to Customer the irrevocable, perpetual, nonexclusive, worldwide royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (2) authorize others to do any or all of the foregoing.

7.3. Subcontractor represents and warrants that it either owns or has valid, paid-up licenses for all software used by it in the performance of its obligations under this Agreement.

8. Protection of Proprietary Materials. From the date of execution hereof and for as long as the information or data remain Proprietary Information or Trade Secrets (as defined in paragraph 7.1), Subcontractor shall not use, disclose, or permit any person to obtain any Proprietary Information or Trade Secrets of Contractor or Customer, including any materials developed or generated hereunder (whether or not the Trade Secrets are in written or tangible form), except as specifically authorized by Contractor or Customer.

8.1. As used herein, "Trade Secrets" shall include, but not be limited to, a whole or any portion or phase of any scientific technical information, design, process, procedure, formula, business plan or improvement relating to the development, design, construction, and operation of Customer's or Contractor's processes in the Application Maintenance Support, and/or Construction Management Development, and/or Desktop Services product offerings areas, that is valuable and not generally known to competitors of Contractor or Customer. "Proprietary Information" shall include, but not be limited to, customer lists, sales and marketing plans and strategic planning.

8.2. Irreparable harm shall be presumed if Subcontractor breaches any covenant of section 7 of this Agreement for any reason. This Agreement is intended to address Contractor's legal obligation to protect Customer's proprietary rights pertaining to the Program Materials and Trade Secrets, and any misuse of such rights would cause irreparable harm to the Contractor and Customer's business. Therefore, Subcontractor agrees that a court of competent jurisdiction should immediately enjoin any breach of this Agreement, upon a request by Contractor.

8.3 Contractor will require each Subcontractor resource performing work for the Customer under the Master Service Agreement to sign an individual agreement, acknowledging their acceptance of the language referenced in this section of the Agreement.

9. Return of Materials. Upon the request of Contractor, but in any event upon termination of this Agreement, Subcontractor shall surrender to Contractor all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials, and all copies thereof, pertaining to the Program Materials or furnished by Contractor or Customer to Subcontractor, including all materials

embodying any Trade Secrets. This paragraph is intended to apply to all materials made or compiled by Subcontractor, as well as to all materials furnished to Subcontractor by Contractor or by anyone else that pertain to the Program Materials or Trade Secrets.

9.1 Contractor will require each Subcontractor resource performing work for the Customer under the Master Agreement to sign an individual agreement, acknowledging their acceptance of the language referenced in this section of the Agreement.

10. Termination. This Agreement shall terminate as set forth herein and may be terminated by Contractor at the request of, or due to changes in the services rendered to, Customer. Contractor may terminate this Agreement sooner in the event of Subcontractor's breach or its failure to adequately and/or sufficiently perform its duties hereunder, or if the Customer requires termination sooner. Contractor may terminate this agreement for failure to comply with U.S. or State of Iowa laws or other gross or willful misconduct. It is understood and acknowledged by Subcontractor that its termination of this Agreement in any manner other than as set forth herein shall cause Contractor to incur substantial damages as a result of having to replace Subcontractor and Subcontractor will be held liable for any such damages which Contractor may incur as a result of any premature termination of this Agreement by Subcontractor.

11. Nonsolicitation of Contractor's Customers. The Subcontractor agrees that Subcontractor or their employees may not solicit any Customer agency for Time & Materials positions that have been referred to Contractor by Customer under this agreement. Solicitation may result in dismissal from the vendor network and /or termination of this Agreement during the term of this Agreement and any renewals thereof. Subcontractor further agrees that it will not use any information regarding customers of Contractor which it may procure during the course of this Agreement. The prohibitions contained herein shall continue for a period of one year from the date of the termination of this Agreement, or upon termination of Contractor's contract with Customer, whichever is earlier. Notwithstanding the above, Subcontractor may provide services to Customer upon termination of Contractor's contract with Customer.

12. Governing Law and Attorney's Fees. This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Iowa, without reference to conflict of law principles. It is agreed that venue for any dispute arising out of this Agreement shall be proper in Polk County, Iowa. In the event of a dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees.

13. Assignment. This Agreement may not be assigned by Subcontractor without the written consent of Contractor.

14. Entire Agreement and Modification. This Agreement, together with the Master Agreement between the Contractor and the Customer and the Exhibits attached hereto, contain the entire agreement between the parties and there are no other representations or warranties and this Agreement supersedes any prior oral or written agreement or negotiations between the parties. This Agreement may only be modified by a written agreement signed by all parties that are to be bound by the modification.

15. Authority. If the party signing this Agreement is doing so as representative of either party, that person guarantees and represents that they have the express authority to bind their respective party and that entering into this Agreement does not violate the provisions of any other contract into which the Subcontractor has entered.

16. Notices. Any notice, demand, request, or other communication (any "Communication") required or permitted to be given or made to or by either party hereunder or under the Agreement shall be in writing. Any Communication shall be deemed to have been delivered on the earlier of the day actually received (by whatever means sent) if received on a business day (or if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates hereinafter specified, on the first business day after having been delivered to Federal Express or comparable air courier service, or on the second business day after having been deposited with the United States Postal Service, Express Mail, return receipt requested, or on the third business day after having been deposited with the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the several addresses indicated below or to such other addresses as may hereafter be indicated by notice delivered in accordance with the terms hereof to the other party.

If to Contractor:

If to Subcontractor:

Contract Administrator
Computer Aid, Inc.
3801 Paxton Street
Harrisburg, PA 17111

Copy to:
Gregg M. Feinberg, Esq.
Feinberg & Associates
1390 Ridgeview Drive
Suite 301
Allentown, PA 18104-9065

17. Miscellaneous. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

If any of the provisions of this Agreement are ultimately deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be deleted and the remaining terms and provisions of this Agreement shall continue in full force and effect.

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Subcontractor's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that: (i) Customer fails to submit input data in the prescribed form or in accordance with the agreed upon schedules; (ii) special request by Customer or any governmental agency authorized to regulate, supervise, or impact CAI's normal processing schedule; (iii) Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Subcontractor's performance hereunder. Subcontractor will notify Customer and Contractor of the estimated impact on its processing schedule, if any. In the event Subcontractor is responsible for an error in processing Customer's data, Subcontractor promptly will correct such error.

18. Subcontractor acknowledges that Contractor has or will enter into an agreement with the Customer to provide the services referenced herein and that the Subcontractor has had the opportunity to review said agreement and the terms and conditions of the Master Agreement between the Contractor and the Customer. The Subcontractor agrees that these terms and conditions will become part of this Agreement, binding the Subcontractor to the terms and conditions of the Master Agreement. In the event of a conflict between the terms and conditions contained herein and those contained in the Master Agreement, the terms and conditions in the Master Agreement shall prevail. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

18.1 Subcontractor is responsible for providing information, resumes and employees in accordance with the processes defined in Exhibit A. Failure to comply that results in Contractor not meeting the service level agreements in the Master Agreement may result in a reduction in the use of Subcontractor's services.

18.2 Subcontractor will use industry best practices testing mechanisms to validate and verify employee's technical skills as described in their respective resume. Contractor may request documentation to substantiate the claimed skills on a resume. In the event that subcontractor fails to submit documentation in a timely manner Contractor reserves the right to hold the resume for submission to the client until such time as the documentation is submitted or the requirement is filled.

19. Background checks. Subcontractor shall conduct a national background check on any and all IT staff selected by the State for assignment via the VMS Contract. The national background check is in addition to any agency-specific background check or any other check(s) as may be required for the applicable position. Subcontractor shall be responsible for payment of all costs associated with any such background or other check(s). The Subcontractor will provide Contractor with the background check results via the VMS prior to work assignment start. The Customer reserves the right to subject any IT staff to additional background check requirements, at any time, which may be conducted by Customer or its designee directly, including but not limited to:

(i) DCI criminal screening, fingerprinting, and a national criminal history check through the Federal Bureau of Investigation, and checks at local law enforcement agencies where the individual lived, worked and/or attended school within the previous five (5) years. The criminal records check is a name-based and fingerprint-based criminal history records check using the Federal Bureau of Investigation's National Crime information Center (NCIC) and the Integrated Automated Fingerprint Identification System (IAFIS) database and state repository records on each applicant and employee to determine if a criminal history exists.

(ii) Any other background check requirement required by applicable law, rule, or regulation. The Subcontractor must also report any disciplinary action, misdemeanor or felony convictions received by its resources while on Contract assignment within 30 days of receiving said action or conviction.

20. Targeted Small Business (TSB) Certifications. If Subcontractor is no longer certified as a TSB with the Iowa Department of Inspections and Appeals, Subcontractor must notify Contractor within 15 days of losing said certification.

21. Visas. Subcontractor must maintain valid Visas for any of its employees for whom a Visa is required. Any failure to do so will result in removal of the employee and may result in the cancellation of this Agreement.

22. Limitations on Subcontractor Layering. All candidates submitted by Subcontractor for consideration must have a W-2 or 1099 relationship with Subcontractor, or be no more than one (1) contracting layer removed. If instances of additional layering are discovered, Contractor will engage the candidate through W-2 Subcontractor. All employer and/or Subcontracting details must be reported accurately through the VMS system.

23. Usage of e-Verify System. The State may require that the Contractor and/or Subcontractor utilize e-Verify employment eligibility verification of resources selected for engagement in order to comply with contractual requirements. Contractor and/or Subcontractor will be responsible for all costs associated with the usage of e-Verify.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CONTRACTOR

SUBCONTRACTOR

COMPUTER AID, INC.

By: _____

By: _____

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

Subcontractor agrees to the following payment terms (Initial one):

_____ 15 days (Subject to a charge of one percent (1%) of the invoice amount to be retained by Contractor, as per section 5 of this Agreement)

_____ 60 days

These payment terms shall be effective for the life of this Contract unless otherwise mutually agreed upon by the Contractor and Subcontractor.



Request for Clarification

Solicitation #: 99999-SPD0000149

Solicitation Title: IT Temporary Staffing

Supplier Name: Computer Aid

Request No.: 1	Supplier's Authorized Contact : Nigel Hopkinson Email: Nigel_Hopkinson@compaid.com
Date of Request: 12/12/17	Offeror's Response Due By (Date): 12/13/17 Email Response to Issuing Officer (Name):Tetchjan Simpson at email address: Tetchjan.simpson@doas.ga.gov
<u>Submission Instructions:</u> 1. A written response, as specified below, must be submitted in response to this request for clarification. 2. Clarifications must be submitted by e-mail and followed by a signed hard-copy confirmation via fax, email, mail or delivery, to: Issuing Officer: Tetchjan Simpson Entity Name: SWC - DOAS Entity Address: 200 Piedmont Entity Fax No.: 770-357-8968	

The State Entity requests the supplier provide clarification regarding the following (reference applicable solicitation section/question #, etc.):

Document Appendix 3 – MSP Implementation Plan is in a non-standard file format. The State requests a PDF or JPG version of the document.

Supplier's Clarification Response:

Signature of Authorized Representative

Date

Name and Title