



## State of Georgia

### STATEWIDE CONTRACT

#### DEPARTMENT OF ADMINISTRATIVE SERVICES

#### Electronic Request for Proposals (“eRFP”)

**Event Name: Enterprise Infrastructure (Servers, Storage, Maintenance/Post-Warranty, Related Technology, Equipment and Services)**

**(Event) Number: 99999-SPD0000139**

## 1. Introduction

### 1.1. Purpose of Procurement

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

The purpose of this procurement is to establish statewide contracts with qualified Suppliers capable of providing a wide variety of information technology infrastructure products and services that meet the operational enterprise needs of Authorized Users throughout the entire state based on three (3) product/service categories; (1) Servers, (2) Storage and Storage Networking and (3) Post Warranty Maintenance. Accordingly, the State is seeking and will consider proposals from Suppliers who meet the bidder classification requirements designated for each category (as outlined in the table below) and can provide a full range of product and service offerings within one or more categories. As the IT infrastructure industry and the operational needs of Authorized Users evolve and advance, or developments create more efficient solutions, the State reserves the right to add new subcategories that fall within the general scope of existing categories of products/services outlined in this eRFP that embrace any new and emerging technologies and/or operational requirements, through negotiated agreements with Suppliers awarded statewide contracts as a result of this eRFP.

CATEGORY	SUBCATEGORIES	BIDDER CLASSIFICATION
A - Servers	Rackmount, Blade	OEMs
B – Storage and Storage Networking	Direct Access Storage (DAS), Internet Small Computer System Interface (iSCSI), Network Attached Storage (NAS), Fibre Channel Storage (FCS), Advanced Array Storage (AAS)	OEMs
C – Post Warranty Maintenance	Servers, Storage	OEMs and Qualified/Certified Service Providers

## 1.2. Estimated Spend

DOAS has determined through spend analysis encompassing fiscal years 2012 - 2015 (July 1, 2011 through June 30, 2015), that Authorized Users of the current statewide contracts spend an average of approximately \$19.6M annually on the products and services outlined in this eRFP. This historical spend is based on purchasing activity by Authorized Users across the state associated with six (6) existing information technology statewide contracts for server, storage, backup and recovery products and services. The following chart depicts total cumulative spend for the existing statewide contracts by fiscal year:

FY	Historical Spend
2015	\$21,359,265
2014	\$20,361,182
2013	\$20,299,874
2012	\$16,527,173
<b>Total:</b>	<b>\$78,547,494</b>

Of particular note, is the fact that after experiencing substantial growth in FY2013 (just over 22.8%) from the \$16.5M in spend recorded in FY2012, contract spend stabilized at just over \$20M the next couple fiscal years recording a very modest growth rate of only 0.3%, before realizing a 5% uptick in 2015. The early, significant rise in spend seems most closely associated with an increase in sales to local governments, which accounted for 36% and 39% of total sales in FY13 & FY14 respectively; while the recent increase in spend is most likely a result of an increased focus on marketing and awareness, the specific cause for this notable increase cannot be pinpointed, however spend is expected to continue to trend upward. The spend identified above is not inclusive of equipment and services related to post warranty maintenance services which were not previously offered under any statewide contracts but were purchased independently by individual Authorized Users. The table below represents the spending patterns of Authorized Users as it relates to the specific categories of information technology infrastructure products/services based on an analysis of purchasing activity from existing statewide contracts as well as other entity level purchasing agreements/orders during a recent 24 month period:

CATEGORY	PERCENT SPEND
Servers / Storage	77%
Storage and Storage Networking	23%

Although award of this contract does not guarantee any specific volume of purchases from Authorized Users, Awarded Supplier(s) can expect significant sales volume based on the historical spending patterns and growth trends (outlined above), which are anticipated to be sustainable throughout the term of any resultant contract. Furthermore, based on the (1) expanded product/service offerings associated with the addition of post warranty maintenance and (2) enterprise solutions, the State expects the contract spend of any resultant contract(s) to experience growth rates considerably more than previously realized. Therefore, in response to this eRFP, DOAS expects to receive substantial volume discount pricing that takes into consideration historical purchase volumes, the large purchasing base of multiple state and local government entities, emerging technologies and other service level enhancements. Additionally, anticipated growth in sales is due in large part to the fact that Awarded Supplier(s) of any resulting statewide contract(s) will receive maximum exposure for their products through Team Georgia Market Place, the State's e-Procurement Solution and an increased emphasis on collaborative marketing efforts of the Supplier(s) and the State Purchasing Division.

### 1.3. eRFP Certification

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

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

### 1.4. Overview of the eRFP Process

The objective of the eRFP is to select one or more qualified Suppliers (as outlined in Section 1.1 "Purpose of Procurement") to provide the goods and/or services outlined in this eRFP to Authorized Users. This eRFP process will be conducted to gather and evaluate responses from Suppliers for potential award. All qualified Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating Suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

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

### 1.5. Schedule of Events

The schedule of events set out herein represents DOAS' best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the 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	October 25, 2016	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	November 10, 2016	12:00 N ET
Bidders/Offerors Conference Location: 200 Piedmont Ave, Ste 1816A, West Tower, Atlanta GA 30334 Attendance is: Optional	November 3, 2016	10:00 AM ET
Responses to Written Questions	January 31, 2017	5:00 PM ET
Proposals Due/Close Date and Time	As listed in the GPR	See GPR
Proposal Evaluation Completed (on or about)	2 to 3 Weeks after Closing	N/A
Negotiations with Identified Suppliers (on or about); discretionary process	3 to 4 Weeks after Closing	TBD
Notice of Intent to Award [NOIA] (on or about)	5 to 6 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

## 1.6. Official Issuing Officer (Buyer)

Tetchjan Simpson

Tetchjan.simpson@doas.ga.gov

## 1.7. Definition of Terms

Please review the following terms:

**DOAS** – the Georgia Department of Administrative Services

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

**OEM**- Original Equipment Manufacturer

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

## 1.8. Contract Term

The initial term of the statewide contract(s) is for three (3) year(s) from the date of execution of the statewide contract(s). DOAS shall have seven (7), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of DOAS resulting in a total period of performance of up to ten (10) years. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the statewide contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, DOAS may, with the written consent of the awarded Supplier(s), extend the statewide contract(s) for such period of time as may be necessary to permit the State’s continued supply of the identified products and/or services. The statewide contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the statewide contract(s) does not guarantee any specific volume or a commitment of funds.

NOTE: An Agency User’s Maintenance Agreement, entered into during the term of this Contract, may continue beyond the expiration of the Statewide Contract(s). Duration of the maintenance period may continue for such time as to include the useful life of the equipment. However, the maintenance period must have started prior to the expiration of the Contract.

## 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 final award is announced (or the eRFP is officially cancelled), Suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Bidders/Offerors’ conference, or as defined

in this eRFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment or otherwise. DOAS reserves the right to reject the proposal of any Supplier violating this provision.

### **2.1.3. Submitting Questions**

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

Company Name

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

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

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

### **2.1.4. Attending Bidders/Offerors' Conference**

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

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

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

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

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

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

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

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

DOAS reserves the right to amend this eRFP prior to the end date and time. Any time a change is made to the eRFP, the eRFP will be temporarily "un-posted" from the Team Georgia Marketplace™ to permit changes to be made. Then, once the revision is complete, a new "version" of the eRFP will be posted to the Team Georgia Marketplace™. The eRFP will possess the same solicitation number; however, the eRFP will contain a new version number. By submitting a response, the Supplier shall

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

#### **2.1.9. Protest Process**

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

#### **2.1.10. Costs for Preparing Proposals**

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

#### **2.1.11. ADA Guidelines**

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

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

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

#### **2.1.13. Registered Lobbyists**

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

### **2.2. Submittal Instructions**

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



### 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](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/Training/Pages/SupplierTraining.aspx>

### 2.2.2. eRFP Review

The eRFP (or “Sourcing Event”) consists of the following: this document, entitled “Statewide eRFP Document”, and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by DOAS as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

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

1. First, documents may be provided at the “header” level of the Sourcing Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the Supplier may open and save all of the available documents. In this location, the Supplier is most likely to find this document (Statewide eRFP Document) as well as the worksheets referenced in Section 4 “eRFP Proposal Factors”, such as the Mandatory Response Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.
2. Second, documents may also be provided at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Sourcing Event. Please access any provided documents as follows:
  - a. First Method:
    - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the Supplier will navigate to a new page of the Event.
    - ii. On this new page, the Supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
  - b. Second Method:
    - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the Supplier will navigate to a new page of the Event.
    - ii. On this new page, the Supplier can locate attached documents.

In this location, the Supplier is most likely to find the cost worksheet (as defined by Section 5 “Cost Proposal”) as well as any other documents related to the identified line items. Please thoroughly review all provided attachments.

### 2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the Supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the Supplier

may also provide information by uploading electronic files. When preparing a response, the Supplier must consider the following instructions:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **3. General Business Requirements**

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

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

If selected for award, the Supplier shall submit the following management reports to the DOAS identified contract administrator. All reports shall be provided by the Supplier in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. The Supplier agrees to provide all data requested in a flat file format as designated by DOAS' Contract Administrator.

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

Statewide sales by customer account number and type of customer: State Agency, Local Entity or Other, in addition (but not limited) to the following information: product number, product/service description, manufacturer name, NIGP code, merchandise class code/indicator, quantity ordered, unit of measure, unit price, and total extended price must be provided in excel file format in accordance with the Supplier Quarterly Sales Report template to be provided by DOAS. Reports will be submitted quarterly in accordance with section 3.5 of the eRFP.

#### **3.1.2. 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 of the items purchased from the Supplier. In addition, the Supplier will work with DOAS to identify additional information items needed 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.

### **3.2. Business Review Meetings**

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

### **3.3. Virtual Catalog**

#### **Team Georgia Marketplace™ Virtual Catalog**

In June 2008, DOAS entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site is referred to as the Virtual Catalog.

#### **Supplier's Interface with the Virtual Catalog**

To be eligible for contract award, the Supplier must agree to cooperate with DOAS and SciQuest (and any authorized agent or successor entity to SciQuest) in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Supplier agrees to the following:

1. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days' of such request either (1) a hosted catalog or (2) punch-out catalog. Supplier will cooperate with DOAS and SciQuest to create a schedule to enable the integration of the Supplier's statewide contract offering into the Virtual Catalog within this thirty (30) day time period.
2. Supplier will join the SciQuest Supplier Network (SQSN) and will have the option of using the SciQuest's Supplier Portal to extract the Supplier's catalog and pricing, upload products, pricing and images into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Supplier can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the SciQuest Supplier Network Services team at 919-659-2152.
3. Supplier will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the Suppliers and are upgraded every year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/faqs#How>.
4. DOAS will decide which of the catalog structures (either hosted or punch-out as further described below) will be provided by the Supplier. Whether hosted or punch-out, the catalog must be strictly limited to the Supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract should not be viewable by User Agencies).
  - a. Hosted Catalog. By providing a hosted catalog, the Supplier is providing a list of its products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of their product/service offering under the statewide contract in the Virtual Catalog.
  - b. Punch-Out Catalog. By providing a punch-out catalog, the Supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. If awarded multiple contracts, Supplier agrees to maintain a single Punch-out site and be able to provide the appropriate contract id on each item returned to SciQuest. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item.
5. Minimum Requirements: Whether the Supplier is providing a hosted catalog or a punch-out catalog, the Supplier agrees to meet the following requirements:
  - a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Supplier is authorized to provide in accordance with the statewide contract; and
  - b. The accuracy of the catalog must be maintained by Supplier throughout the duration of the statewide contract between the Supplier and DOAS; and
  - c. The catalog must include a State-specific contract identification number; and
  - d. The catalog must include detailed product line item descriptions; and
  - e. The catalog must include pictures when possible;\* and
  - f. The catalog must include any additional DOAS content requirements.\*\*
6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
  - a. Updated pricing files are required by the 1<sup>st</sup> of the month and will go into effect in the Virtual Catalog on the 1<sup>st</sup> day of the following month (i.e. file received on 12/01/13 would be effective in

the Virtual Catalog on 01/01/14). Files received after the 1<sup>st</sup> of the month may be delayed up to a month (i.e. file received on 11/06/13 would be effect in the Virtual Catalog on 1/01/14).

- b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the Supplier's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.
    - a. For Purchase Orders received via email, the Supplier must provide a dedicated email address (i.e. [orders@company.com](mailto:orders@company.com)) that is monitored during normal business hours.
    - b. The Supplier is required to provide positive confirmation via phone or email within 24 hours of the Supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Supplier must provide positive confirmation via phone or email on the next business day.
  8. Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any Supplier's offering from the Virtual Catalog.

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

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

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

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

to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

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

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through SciQuest. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's SciQuest catalog, the 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 Supplier; however, the Supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs or related integrations (i.e., electronic order submission, e-invoicing, etc.). Suppliers are welcome to submit questions regarding this requirement during the Q&A period and/or during the Bidders'/Offerors' Conference.

### 3.4. State of Georgia Purchasing Card

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/services. The Contractor 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. 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.

The Contractor 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 Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor 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) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

### 3.5. Administrative Fee

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

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

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

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through one of the following methods.

**For EFT payments (most preferred):** Contract Manager will provide banking information. Supplier shall also submit a copy of the sales report to the address below and a second copy of the Quarterly Sales Report to the DOAS Contract Manager.

**For Credit Card payments:** Contract Manager will provide banking information. Supplier shall also submit a copy of the sales report to the address below and a second copy of the Quarterly Sales Report to the DOAS Contract Manager.

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

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

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

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

- b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Supplier shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Supplier shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States



government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

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

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

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

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

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

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT or credit card payment confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the 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 CONTRACTOR IS HANDLING STATE FUNDS. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Supplier in default and recovering procurement costs from Supplier in addition to all outstanding Fees and interest.

### **3.6. Standard Insurance Requirements**

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

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

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from



the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000
Bodily injury by disease - per employee	\$100,000
Bodily injury by disease – policy limit	\$500,000

2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
Cyber Liability/ Data Breach including notification	\$10,000,000

3) Professional Liability Insurance that includes

Errors and Omissions coverage with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$10,000,000

4) Automobile Liability

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

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

### 3.7. Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the Supplier guarantees and certifies that all items included in the Supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Supplier's proposal; and
3. That the technical and cost proposals submitted by the Supplier shall be valid and held open for a period of one hundred and twenty (120) days from the final solicitation closing date and that the proposals may be held open for a lengthier period of time subject to the Supplier's consent; and
4. That this proposal 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 L**) as part of their response to this eRFP; and

5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10, Article 2, Conflicts of Interest et seq. have not been violated and will not be violated in any respect.

#### 4. eRFP Proposal (Bid) Factors

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

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

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

##### 4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the State expects to be satisfied by the selected Supplier(s). Each Supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets or as otherwise indicated.

##### 4.2. Mandatory Requirements

Mandatory requirements are defined in one or more of the following ways: (1) Requirements stated in this eRFP document (reference Sections 2,3 & 7), (2) Requirements contained in the Mandatory Requirements Worksheet (**Attachment B**) and Mandatory Scored Response Worksheet (**Attachment C**) and (3) Other Bid Factors expressed as questions within the TGM Sourcing Event or as otherwise stated in this Section.

###### 4.2.1. Mandatory Response Worksheet

The Mandatory Response Worksheet (**Attachment B**) contains “general” mandatory requirements associated with all IT infrastructure product/service categories and “specific” mandatory requirements associated with each individual IT infrastructure product/service category. The general mandatory requirements (as specified in the Tab “General”) are applicable to ALL categories and must be met by the Supplier in order to be considered “responsive” and, therefore, eligible for contract award for ANY IT infrastructure product/service category. The mandatory requirements identified for each individual IT infrastructure product/service category (as specified in the Tabs “Servers”, “Storage” and “Maintenance”) are applicable only to that category and must be met by the Supplier in order to be considered “responsive” and therefore, eligible for contract award for a specific IT infrastructure product/service category.

As specified with each requirement listed in the Mandatory Response Worksheet, the Supplier must indicate whether its proposal meets the individual requirements by marking either a “YES” or “NO” in the response block provided. In addition to providing a “YES” or “NO” response, Suppliers may be required to provide supporting materials (i.e. client reference, service agreements ...etc), where applicable, as specified by each individual requirement/question. Suppliers are required to specify a filename in Column E of the worksheet to properly identify electronic files containing supporting materials/information provided in response to this eRFP. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked “YES” to pass. There may be a few instances in which a question within the Mandatory Response Worksheet queries whether a Supplier possesses a specific capability whereby a response of “YES” or “NO” is acceptable; and a “NO” response would not result in disqualification of the proposal. Additionally, there may be rare instances in which a response of “NO” is the correct and logical response in order to meet the mandatory requirement (e.g. responding “NO” that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked “NO” can result in failure of the technical requirements and can result in disqualification of the proposal.

#### 4.2.2. Mandatory Scored Response

The Mandatory Scored Response Worksheet (**Attachment C**) contains “general” mandatory scored requirements associated with all IT Infrastructure product/service categories and “specific” mandatory scored requirements associated with one or more individual IT Infrastructure product/service categories. The general mandatory scored requirements (as specified in the Tab “General”) are applicable to ALL categories and must be met by the Supplier in order to be considered “responsive” and, therefore, eligible for contract award for ANY IT Infrastructure category. The mandatory scored requirements identified for one or more individual IT Infrastructure product/service categories (as detailed in the Tabs “Multi-Category”, “Servers&Storage” and “Maintenance”) are applicable only to specific category/categories specified and must be met by the Supplier in order to be considered “responsive” and therefore, eligible for contract award for a SPECIFIC IT Infrastructure product/service category.

As specified with each requirement listed in the Mandatory Scored Response Worksheet, the Supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative response in the space provided. In addition to providing a narrative response, Suppliers may be required to provide supporting materials/information in the form of attachments, where applicable, as specified by each individual requirement/question. Suppliers are required to specify a filename in Column E of the worksheet to properly identify electronic files containing supporting materials/information provided in response to this eRFP. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. The narrative responses provided in **Attachment C**, 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) 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.**

#### 4.3. Additional Scored Responses

All items labeled “Additional Scored Responses” represent information that is requested, but not required by DOAS. The Additional Scored Response Worksheet (**Attachment D**) contains “general” additional scored requirements associated with all IT Infrastructure product/service categories and “specific” additional scored requirements associated with one or more individual IT Infrastructure product/service categories. The general additional scored requirements (as specified in the Tab “General”) are applicable to ALL categories. The additional scored requirements identified for one or more individual IT Infrastructure product/service categories (as detailed in the Tabs “Multi-Category”, “Servers&Storage” and “Maintenance”) are applicable only to the specific categories specified. Suppliers are strongly encouraged to provide a thorough narrative response in the space provided in the Additional Scored Response Worksheet for any/all IT Infrastructure product/service categories for which they desire consideration for award. 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/question. 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. The narrative responses provided in **Attachment D**, along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 “Proposal Evaluation, Negotiations and Award.”

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

#### 4.4. Additional Information Responses

All items labeled “Additional Information Responses” represent information that is requested by DOAS. The Additional Information Response Worksheet (**Attachment E**) contains requirements associated with one or more individual IT Infrastructure product/service categories. The additional information requirements identified for one or more individual IT Infrastructure product/service categories (as detailed in the Tab “Multi-Category”) are applicable only to the specific category/categories specified. Suppliers are encouraged to provide a thorough narrative response in the space provided in the Additional Information Response

Worksheet for any/all IT Infrastructure product/service categories for which they desire consideration for award. 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/question. 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. Responses provided in **Attachment E**, along with any requested supporting materials will not be awarded points. Responses will be reviewed as additional information only.

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

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

## 5. Cost Proposal

### 5.1. Cost Proposal

This eRFP contains three separate Cost Worksheets; Servers and Storage (**Attachment G**), Post Warranty Maintenance (**Attachment H**) and Enterprise Solutions (**Attachment I**). Each Supplier is required to submit pricing in one or more of the Cost Worksheets as part of their response to this eRFP. Each Cost Worksheet contains an instructions tab and one or more individual pricing tabs. Individual pricing tabs contain specific price elements within each product/service category/subcategory that represent the pricing elements which will be used to evaluate the Supplier's cost proposal response. Suppliers are required to input proposed product/service information and associated pricing based on the parameters specified (e.g. configuration type, features/standard components, scenario ... etc) in the individual pricing tabs.

In order to be eligible for award Supplier(s) MUST, AT A MINIMUM, submit proposed pricing for ALL PRICE ELEMENTS for ALL LINE ITEMS for AT LEAST ONE SUBCATEGORY as detailed in the cost worksheets. Suppliers that submit proposed pricing for all pricing elements for all line items within multiple subcategories or all subcategories within the category will be eligible for award at those respective levels. Specific instructions, associated with proposed pricing for individual price elements, are provided in Section 5.2 “Cost Structure and Additional Instructions”.

Each cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations and Award”. 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 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 percentage discounts or fixed unit prices proposed and listed in the cost proposal shall be firm throughout the life of any resulting statewide contract, unless otherwise noted in the eRFP or statewide contract
6. The annual cost of any service agreement will be divided by 365 to determine the daily cost for the maintenance. For periods of service less than a month, the amount due/owed will be based on the number of prorated coverage days in the service agreement billing period.

Enter all information directly into the cost sheet. Enter dollar values as a “decimal number” to the nearest hundredth (two-place decimal), not “currency” and percentages as a “whole number” (no decimal places), not “percentage” or other format unless otherwise stated (rounding of numbers will not be considered). That is,

omit percent symbols, dollar signs, commas, and any other non-essential symbols (e.g., 10% should be entered as 10\$ and \$7.90 should be entered as 7.90). Enter "0" if there is no charge/discount. Cells left blank will be interpreted as "NO OFFER". Prices must be based on U.S. dollars unless otherwise stated. Download the applicable Cost Worksheet(s) (**Attachments G - I**), complete the worksheet(s) and then upload the worksheet(s) by following the instructions in the third bullet of Section 2.2.4 "Uploading Forms" of this eRFP.

## 5.2. Cost Structure and Additional Instructions

DOAS' intent is to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each Supplier's cost be in the format 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.

### 5.2.1 Servers and Storage (Attachment G)

This cost worksheet consist of seven (7) individual pricing tabs associated with specific product categories/subcategories; Servers-Rackmount, Servers-Blade, Storage-DAS (Direct Attached Storage), Storage-iSCSI (Internet Small Computer System Interface), Storage-NAS (Network Attached Storage), Storage-FCS (Fibre Channel Storage) and Storage-AAS (Advanced Array Storage), in addition to an Instructions tab. Each category/subcategory pricing tab contains; (1) the product configuration types that the State intends to make available for purchase pursuant to this eRFP and (2) detailed specifications that delineate standard components/features required for each configuration type within a product category/subcategory. These specifications are provided to distinguish between different levels of product capability, capacity, processing speed, scalability, efficiency and other critical performance characteristics among product configurations in the same product category/subcategory. Supplier's are strongly advised to consider the unique characteristics between configurations in the development of their proposed pricing.

The cost structure for these product categories/subcategories is based on a MINIMUM (or least amount that may be adjusted upward only), Discount Percentage Off the Manufacturer Suggested Retail Price (MSRP) for server and storage related products. The Discount Percentages proposed for each product configuration type (i.e. Standard, Standard Plus & Premium) and Authorized User classification (i.e. State & Local Government, Schools, Colleges, Universities) will be used, after contract award to calculate the net purchase price(s) to be paid by Authorized Users for all server and storage related products for the entire spectrum of products offered within a specific category/subcategory. Accordingly, as part of their cost response for each category/subcategory that the Supplier intends to make available for sale to Authorized User's under any resultant contract, Supplier(s) must provide the following information in the individual pricing tab for ALL product configurations listed:

- (1) A narrative description of the proposed Product Brand and Model
- (2) The most recent MSRP (per unit) for each proposed Product Brand/Model based on the product/component mix offered to meet or exceed the standard components/features specified for a designated server/storage configuration type.
- (3) Proposed MINIMUM Standard Discount Percentage Off MSRP, inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc...) to be applied to purchases made by Authorized Users of state and local government entities such as; state agencies/departments/authorities/boards/bureaus/commissions, city government offices, county government offices, municipalities, townships and other political subdivisions.
- (4) Proposed MINIMUM Educational Discount Percentage Off MSRP, inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc...) to be applied to purchases made by Authorized Users of educational based state and local entities such as; state colleges/universities and city/county school systems.

*Due to recognized industry practices, expressed interest and the unique purchasing habits associated with this subset of Authorized User, DOAS has afforded Suppliers the opportunity to offer special discount percentages based on educational applications. DOAS expects that educational discount percentages proposed will be larger than percentages proposed for non-*



*educational based entities. While the educational discount percentages proposed are at the sole-discretion of the Supplier, the State requires that the Supplier proposed educational discount percentage off MSRP be EQUAL TO OR GREATER than the proposed standard discount percentage off MSRP for any specific category/subcategory. Failure to comply with this requirement may result in rejection of the Suppliers cost proposal.*

Purchasing habits associated with the relative frequency/value of purchases by specific classifications of Authorized Users for products in these categories/subcategories are incorporated in cost sheet computations and will be used for evaluation purposes only (see Section 6.3.1.1). Although these purchasing habits do not represent actual frequencies/values by type of Authorized User that will be ordered under any resultant contract, they provide a reliable forecast of the anticipated purchase frequency/value by specific classifications of Authorized User on which (1) DOAS will consider in evaluation of proposal prices and (2) Suppliers should strongly consider in the development of their discount percentages. The State expects Supplier(s) to submit their most aggressive and competitive discount percentages off MSRP.

### **5.2.2 Post Warranty Maintenance (Attachment H)**

The cost worksheet consist of five (5) individual pricing tabs associated with specific scenarios (Scenario I through Scenario V) based on two (2) subcategories (Servers & Storage) of products to be serviced under a post warranty maintenance program, in addition to an Instructions tab. Each scenario pricing tab contains a sample list of OEM products that is representative of the types of products the State intends to make available for post warranty maintenance service pursuant to this eRFP. The cost structure for these product subcategories is based on a MINIMUM (or least amount that may be adjusted upward only), Discount Percentage Off the Supplier Published List Price for post warranty maintenance service. For purposes of this eRFP, the published list prices must be representative of the "Retail" or "Undiscounted" unit price that the Supplier either (1) advertises in commercial publications or (2) sells products/services to the general public in the commercial market. The discount percentages proposed for each subcategory will be used, after contract award to calculate the net purchase price(s) to be paid by Authorized Users for all post warranty maintenance service performed on the entire spectrum of products offered within a specific subcategory. Accordingly, as part of their cost response for each subcategory that the Supplier intends to make post warranty maintenance service available for purchase under any resultant contract, Supplier(s) must provide the following information in the individual pricing tab for ALL product line items listed:

- (1) Affirmation (select YES or NO from dropdown list) as to whether the Supplier possess OEM certification to perform maintenance service on the type of product listed.
- (2) Narrative description of Supplier's proposed Post Warranty Maintenance Service offering
- (3) The most recent Published List Price (per month) to perform post warranty maintenance service on the type of product listed based on the designated OEM and Model Name.
- (4) Proposed MINIMUM Discount Percentage Off the Published List Price, inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc...) to be applied to purchases made by Authorized Users for post warranty maintenance service.

Purchasing habits associated with the historical purchase quantities of most all line items listed are provided to give the Supplier insight into the current inventory/product mix of server, storage and network related products in use by Authorized Users. Although these quantities do not represent all server, storage and network related products currently in use by Authorized Users, they provide a reliable forecast of the anticipated types of products and volumes that will require post warranty maintenance service. Quantities are not incorporated in cost sheet computations, however Supplier are encouraged to use this data in the development of their discount percentages. The State expects Supplier(s) to submit their most aggressive and competitive discount percentages off published list prices. See Section 6.3.1.2 for specific information related to the evaluation of this category.

### **5.2.3 Enterprise Solutions (Attachment I)**

Due to recognized industry practices, DOAS has afforded Suppliers the opportunity to propose support services (not otherwise identified in the eRFP) associated with an enterprise-wide solution for servers and storage as part of their cost response for the Server and/or Storage categories (reference **Attachment D**, Additional Scored Worksheet, Servers&Storage Tab, Question# 1). The cost structure for these support services is based on a fixed hourly rate by position title and experience level. Specifically, the Supplier has

the option (not required) to identify one or more position titles by experience level and propose a fixed unit price inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, travel, insurance, taxes, employee benefits, overtime, administrative fees, ... etc) representative of an hourly rate to perform services in support of server and storage operations on an enterprise-wide level during standard business hours (8:00 am EST to 6:00 pm EST). See Section 6.3.1.3 for specific information related to the evaluation of this element.

### **5.3. Price Adjustment**

Catalog Updates: A catalog/price list update may be allowed on an annual basis. Price Increases to catalog item prices will not exceed the percentage increase as shown in the relevant PPI (Producer Price Index) for the previous twelve (12) month period (based on the anniversary date of the contract) and price increase request must be substantiated by documentation justifying the increase amount. The Supplier must include a hard copy of the PPI used to justify the price increase amount.

## **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 technical and cost 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(s) will be required to enter into discussions with DOAS to resolve any exceptions to DOAS' statewide contract. DOAS will announce the results of the eRFP as described further in Section 6.9 "Public Award Announcement."

### **6.1. Administrative/Preliminary Review**

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

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

### **6.2. Evaluating Proposal Factors (Section 4)**

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

#### **6.2.1. Review of Mandatory and Mandatory Scored Questions**

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

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

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

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

### **6.3. Evaluating Cost Proposal and Total Combined Score**

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, DOAS reserves the right to analyze the cost proposals independently, but at the same



time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors. As stated in Section 5, in order to be eligible for award, Supplier(s) MUST, AT A MINIMUM, submit proposed pricing for ALL LINE ITEMS for AT LEAST ONE SUBCATEGORY as detailed in the cost worksheet. Suppliers that submit proposed pricing on all line items within multiple subcategories or all subcategories within the category will be eligible for award at those respective levels.

### **6.3.1. Cost Scoring**

DOAS may utilize lowest cost, lowest total cost or total cost of ownership (TCO) to determine the most competitive cost proposal. The cost proposal will be scored at the subcategory level and may be scored at the category level (as applicable) relative to other proposals. Specifically, in the event that two or more Supplier responses to the eRFP contains pricing for all subcategories within a product category, a Total Proposed Price for the product category, may also be determined as outlined in Section 6.3.2 (below). The Supplier deemed to have the most competitive cost proposal at the subcategory level, as determined by DOAS, will receive the maximum weighted score for the cost criteria. In the event the cost proposal is scored at the category level, DOAS will assign the maximum score per category for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

#### **6.3.1.1. Servers & Storage**

For the purposes of evaluation only, DOAS will compute a Supplier Total Proposed SubCategory Price for each server/storage subcategory based on the Supplier provided MSRP, Supplier proposed discount percentages off MSRP (Standard & Educational) and the historical purchase habits of Authorized Users. Specifically, for each configuration type in a subcategory, DOAS will compute a single weighted Proposed Unit Price by applying a weighted percentage (undisclosed) to the discounted unit prices for each classification of Authorized User (Standard and Educational). The discounted unit price for each classification is calculated by multiplying the Supplier Proposed Discount Percentage Off MSRP by the Supplier provided MSRP to determine the discount amount. This discount amount is then subtracted from the MSRP to determine the discounted unit price. The weighted percentages applied to each discounted unit price were derived from historical data depicting the relative frequency/value of purchases made by a given classification of Authorized User as compared to the other. The Proposed Unit Prices for each configuration type within the subcategory will be summed to determine the Supplier Total Proposed Price for the Subcategory. The Supplier's Total Proposed Price for the Subcategory (computed) will be used to assign a cost proposal score in accordance with Section 6.3.2

While the weighted percentage applied to the discounted unit price for each classification of Authorized User is not disclosed, Suppliers should consider for purposes of evaluation that the frequency/value of purchases made by the standard classification of Authorized User is considerably more than the frequency/value of purchases made by the educational classification of Authorized User.

#### **6.3.1.2. Post Warranty Maintenance**

For the purposes of evaluation only, DOAS will compute a Supplier Total Proposed Price for each subcategory (Servers, Storage) within a Scenario based on the Supplier provided Published List Price and the Supplier proposed discount percentages off the Published List Price. Specifically, for each line item listed in the subcategories within each scenario (Scenarios I – V), DOAS will compute the Total Annual Extended Price by multiplying the Supplier Proposed Discount Percentage Off List by the Published List Price to determine the discount amount, subtracting the discount amount from the Published List Price to determine the Discounted Unit Price (per UoM) and multiplying the Discounted Unit Price by 12 (months). The Total Annual Extended Prices for each subcategory within a scenario will be summed to determine the Total Proposed SubCategory Price for the scenario. Total Proposed SubCategory prices across all scenarios (Scenarios I – V) will be summed to determine the Supplier Total Proposed Subcategory Price. The Total Proposed SubCategory Price will be used to assign a cost proposal score in accordance with Section 6.3.2.

It should be noted that all scenario pricing tabs (Scenarios I – V) contain price elements associated with each subcategory, and in accordance with paragraph 6.3.1, Suppliers must

propose pricing for ALL price elements listed within a subcategory (requires Supplier to propose pricing for the respective subcategory across all scenario pricing tabs) in order to be eligible for award; the State realizes that Suppliers may be limited to proposing services for all brand/types of equipment within an entire subcategory based on their specific maintenance provider certification levels. Therefore, for evaluation purposes the Total Proposed Subcategory Price for each scenario may be considered to assign a cost proposal score in accordance with Section 6.3.2 based on comparison of Suppliers with the same certification levels.

#### **6.3.1.3. Enterprise Solutions**

The Supplier Proposed Fixed Unit Prices (based on hourly rates) for each position description identified by the Supplier in the Rate Card pricing tab will be evaluated separately to determine if prices are fair and/or reasonable and ARE NOT included in the computations of the cost proposal score. DOAS expects to make the support services based on hourly rates by position description proposed by the Supplier, that are determined to be priced fair and reasonable, available for purchase from Suppliers awarded a contract for the server and/or storage categories ONLY, separate awards based exclusively on support services based on hourly rates by position description 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. Support services based on hourly rates by position description that are determined to be fair and reasonable will be offered under the contracts of Suppliers that are awarded a contract for the server and/or storage category. DOAS reserves the right to reject any support services that are determined not to be priced fair and reasonable.

#### **6.3.2. Total Cost Score**

Point allocation for the cost proposal may be applied on at the category or subcategory level (unless otherwise stated) depending on the range and extent of Supplier cost proposals received in response to the eRFP. Specifically, point allocation for the cost proposal may be applied as follows; (1) by category based on all subcategories within a single category, or (2) by subcategory based on all line items within a single subcategory. In the case where point allocation is applied at other than the subcategory level, the total evaluated prices for each subcategory will be summed to determine the Suppliers total proposed price at the category level to be used as a basis for point allocation as outlined in section 6.4.

#### **6.3.3. Georgia Enterprises for Products and Services (GEPS)**

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

#### **6.3.4. Total Score**

The Supplier's cost score will be combined with the Supplier's technical score to determine the Supplier's overall score (or "total combined score"). Point allocation for the cost proposal may be applied at the category or subcategory level, depending on the State's determination whether award based on category or subcategory is deemed to be in the best interest of the State. In the case of award at the category/subcategory level, technical proposal points for the category will be calculated once per Supplier proposal and the same technical score will be combined with each category/subcategory total cost score to determine the Supplier's total combined score for the category/subcategory.

### **6.4. Scoring Criteria**

The maximum points available is one thousand (1000) per category/subcategory. The evaluation is comprised of the following:

Category	Criteria	Maximum Score
Cost	1. Cost of proposed products and/or services	400 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored" and/or "Additional Scored" Responses	600 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 three (3) ranked Suppliers as determined by the Total Combined Score.

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

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

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

The primary objective of this eRFP is to identify the proper number of Suppliers that can deliver a wide variety of information technology infrastructure products and services to meet the operational needs of a broad and dispersed demographic of state and local government users, who require a high level of customer care after the sale. Accordingly, DOAS expects to make multiple awards, based on the most highly ranked proposals at the category/subcategory level (as deemed appropriate), to responsive and responsible Suppliers who offer products and/or services at the most competitive prices that meet or exceed the technical requirements set forth in the eRFP with whom DOAS has reached agreement on all contract terms and conditions. While, the objective of this eRFP is to identify the appropriate number of Suppliers that can effectively meet the operational demands of Authorized Users, DOAS anticipates awards to be made to the top three (3) highest-scoring Suppliers within each subcategory based on the total combined score. DOAS reserves the right to make additional contract awards (1) to Suppliers that offer products/services that are in scope but are not otherwise available from other awarded sources of supply and/or (2) if determined to be in the best interest of the State.

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

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

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

## 6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of DOAS' expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful Supplier(s), unsuccessful Supplier(s), and the reasons why any unsuccessful Suppliers were not selected for contract award.

NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY 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 (**Attachment J**), 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 J**) prior to submitting a response to this eRFP. The contract terms and conditions presented in this document serves as a master umbrella for all Categories (Category A – Servers, Category B – Storage and Storage Networking, Category C – Post Warranty Maintenance).

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 that 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. Mandatory Response Worksheet (Reference Section 4.2.1)
- C. Mandatory Scored Response Worksheet (Reference Section 4.2.2)
- D. Additional Scored Response Worksheet (Reference (Section 4.3)
- E. Additional Information Response Worksheet (Reference Section 4.4)
- F. Client Reference Form
- G. Cost Worksheet for Servers & Storage (Reference Section 5.2.1)
- H. Cost Worksheet for Post Warranty Maintenance (Reference Section 5.2.2)
- I. Cost Worksheet for Enterprise Solutions (Reference Section 5.2.3)
- J. Statewide Contract “Contract Terms and Conditions” (Reference Section 7, Attachment 1)
- K. SPD-SP054 Immigration and Security Form
- L. Certificate of Non-Collusion (Reference Section 3.7)
- M. Tax Compliance Form
- N. Reserved (Supplier General Information not required)
- O. Contract Exception Form

## Mandatory Questions

Questions are Mandatory and all questions require a Yes/No response from the Supplier. Refer to Section 4.2.1 of the Request for Proposal (RFP) regarding responding to questions in a manner that is considered to be responsive, responsible and eligible for award.

"Yes," in the response block provided, you indicate that you meet the individual requirement or stated condition. Attachments with Additional Information?" column, to provide additional information about specific questions. Suppliers must attach each worksheet to properly identify electronic files containing supporting materials/information provided in response. Responses that do not include attachments will not be evaluated.

**DO NOT INCLUDE ANY COST INFORMATION FROM YOUR COST PROPOSAL IN YOUR RESPONSES**

### Question

Supplier must provide a list of contracts for similar products/services requested in the eRFP that have been terminated by clients in the past 3 years and the reason(s) for termination. If Supplier has no related terminations within the past 3 years, Supplier must still submit an attachment indicating no terminations of services have occurred in the past 3 years pertinent to the scope of this eRFP. Can you comply?

Supplier must disclose any business litigation within the last three (3) years which may have a material impact or effect on the products and services requested in this eRFP. The disclosure will include an explanation, as well as the current status and/or disposition of such litigation in the last three (3) years. If Supplier has no pending litigation that may impact its ability to provide the products and services requested in this eRFP, Supplier must still submit an attachment indicating the Supplier has no impacting business litigation pertinent to the scope of this eRFP. Can you comply?

Supplier shall notify the Statewide Contract Administrator, in writing, of any unresolved disputes or problems that occur under any resultant contract that have been outstanding for more than five days. Can you comply?

Supplier(s) must provide sufficient company financial information in order that DOAS may assess whether sufficient financial resources exist to successfully perform under any resultant statewide contract. In fulfillment of this requirement, DOAS will request the Supplier(s) provide a Dunn & Bradstreet Supplier Qualifier Report (SQR) or similar standard business report detailing company specific financial and operational capability. If a Supplier is unable to provide the D&B SQR, or similar standard business report, DOAS will require the Supplier(s) to provide company financial information in the form of (to include but not be limited to): P/L Statements, Balance Statements, and other corporate financial reports that will facilitate DOAS evaluation of financial viability. Financial viability is a mandatory requirement and will be rated on a Pass/Fail basis. Generally, a pass rating consist of a D&B SQR Risk Score of 7 or below. Do you agree to provide a financial viability report (upload attachment) as described above as a part of your response to the eRFP?



To promote excellent customer service, the State requires the assignment of a primary account representative (for each category proposed). The Supplier shall identify by name and location the proposed primary account representative for each proposed category who will be responsible for the performance of the contract. Also, provide a next in line account representative, that will serve as a back-up for the State. The State requires the Supplier to notify DOAS of any changes in key account representatives, in writing prior to any changes taking effect. Can you comply with this requirement.

he eRFP (Attachment A) for detailed instructions

dition. ONLY upload documents if there is a Yes in  
pliers are required to specify a filename in  
response to this eRFP. Documents not requested

E TO THIS WORKSHEET.

Response by Supplier: Select Yes or No from Dropdown	Upload Attchts with Additional Information?	Attachment File Name
YES	Yes	AttB_General_Q1
YES	Yes	AttB_General_Q2
YES	No	
YES	Yes	AttB_General_Q4

YES	Yes	AttB_General_Q5
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## Mandatory Questions

Questions are Mandatory and all questions require a Yes/No response from the Supplier. Refer to Section 4.2.1 of the RFP for more information regarding responding to questions in a manner that is considered to be responsive, responsible and eligible for award.

"Yes," in the response block provided, you indicate that you meet the individual requirement or stated condition. Attachments with Additional Information?" column, to provide additional information about specific questions. Suppliers must attach each worksheet to properly identify electronic files containing supporting materials/information provided in response. Responses that do not include the required information will not be evaluated.

**DO NOT INCLUDE ANY COST INFORMATION FROM YOUR COST PROPOSAL IN YOUR RESPONSES**

### Question

Supplier must provide a minimum of three (3) client references for recent (within past 3 years) contracts of similar size and scope to the requirements outlined in this eRFP related to server products/services. Reference information must be provided on **Attachment F**, Client Reference Form.

Supplier must provide their standard service agreement related to server products for the State's consideration. The State will collaborate with the Supplier on a standard service agreement that is mutually acceptable to both the Authorized Users and the Supplier. Can you comply?

The State encourages Suppliers to seek the best Partner relationships as it relates to deeper discounts, expert technical/installation services, and good repair and warranty performance.

Suppliers wishing to add a Reseller to the Statewide contract must follow the State approval process. Reseller Partners must be approved in advance by the State as a condition of eligibility under this Contract. The State reserves the right to rescind any such participation. The State also reserves the right to request the Supplier to name additional Resellers, in the best interest of the State, at the State's sole discretion.

The Supplier must complete and submit the following forms as part of the State Reseller approval process:

- Sales and Use Tax Form – Populated with Reseller information
- Debarment Letter – Supplier statement indicating Reseller is not debarred (Federal or State level)
- E-Verify Form
- DOAS Reseller Request/Approval Spreadsheet – Supplier to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Supplier shall specify whether orders must be placed directly with Supplier, or may be placed directly with the designated Reseller. Supplier must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

Approved Resellers must be eligible to quote lower than or equal Contract pricing under this Contract. Suppliers warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any approved Reseller's participation or ability to participate in an Authorized User Request for Quote or Statement of Work. Suppliers are encouraged to identify multiple approved Resellers to participate in competitive transactions.

Supplier shall be responsible for Reseller performance and compliance with all Contract terms and conditions.

Products purchased through Reseller must be reported by the Supplier in the required Quarterly Sales Reports to the State.

Immediate notice to DOAS is required by the Supplier in the event that a change in Reseller's status occurs during the Contract term. Can you comply?

he eRFP (Attachment A) for detailed instructions

dition. **ONLY** upload documents if there is a Yes in  
pliers are required to specify a filename in  
response to this eRFP. Documents not requested

**E TO THIS WORKSHEET.**

Response by Supplier: Select Yes or No from Dropdown	Upload Attchts with Additional Information?	Attachment File Name
NO	Yes	
NO	Yes	

## Mandatory Questions

Questions are Mandatory and all questions require a Yes/No response from the Supplier. Refer to Section 4.2.1 of the RFP for instructions on responding to questions in a manner that is considered to be responsive, responsible and eligible for award.

"Yes," in the response block provided, you indicate that you meet the individual requirement or stated condition. Attachments with "Additional Information?" column, to provide additional information about specific questions. Suppliers must attach each worksheet to properly identify electronic files containing supporting materials/information provided in response. Responses that do not follow the instructions will not be evaluated.

**DO NOT INCLUDE ANY COST INFORMATION FROM YOUR COST PROPOSAL IN YOUR RESPONSES**

### Question

Supplier must provide a minimum of three (3) client references for recent (within past 3 years) contracts of similar size and scope to the requirements outlined in this eRFP related to storage products/services. Reference information must be provided on **Attachment F**, Client Reference Form.

Supplier must provide their standard service agreement related to storage products for the State's consideration. The State will collaborate with the Supplier on a standard service agreement that is mutually acceptable to both the Authorized Users and the Supplier. Can you comply?



The State encourages Suppliers to seek the best Partner relationships as it relates to deeper discounts, expert technical/installation services, and good repair and warranty performance.

Suppliers wishing to add a Reseller to the Statewide contract must follow the State approval process. Reseller Partners must be approved in advance by the State as a condition of eligibility under this Contract. The State reserves the right to rescind any such participation. The State also reserves the right to request the Supplier to name additional Resellers, in the best interest of the State, at the State's sole discretion.

The Supplier must complete and submit the following forms as part of the State Reseller approval process:

- Sales and Use Tax Form – Populated with Reseller information
- Debarment Letter – Supplier statement indicating Reseller is not debarred (Federal or State level)
- E-Verify Form
- DOAS Reseller Request/Approval Spreadsheet – Supplier to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Supplier shall specify whether orders must be placed directly with Supplier, or may be placed directly with the designated Reseller. Supplier must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

Approved Resellers must be eligible to quote lower than or equal Contract pricing under this Contract. Suppliers warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any approved Reseller's participation or ability to participate in an Authorized User Request for Quote or Statement of Work. Suppliers are encouraged to identify multiple approved Resellers to participate in competitive transactions.

Supplier shall be responsible for Reseller performance and compliance with all Contract terms and conditions.

Products purchased through Reseller must be reported by the Supplier in the required Quarterly Sales Reports to the State.

Immediate notice to DOAS is required by the Supplier in the event that a change in Reseller's status occurs during the Contract term. Can you comply?

he eRFP (Attachment A) for detailed instructions

dition. ONLY upload documents if there is a Yes in  
pliers are required to specify a filename in  
esponse to this eRFP. Documents not requested

E TO THIS WORKSHEET.

Response by Supplier: Select Yes or No from Dropdown	Upload Attchts with Additional Information?	Attachment File Name
YES	Yes	Storage_Q1_Attachment F_Reference Form
YES	Yes	AttB_Storage_Q2_A AttB_Storage_Q2_B

## Mandatory Questions

Questions are Mandatory and all questions require a Yes/No response from the Supplier. Refer to Section 4.2.1 of the RFP for instructions on responding to questions in a manner that is considered to be responsive, responsible and eligible for award.

"Yes," in the response block provided, you indicate that you meet the individual requirement or stated condition. Attachments with Additional Information?" column, to provide additional information about specific questions. Suppliers must attach each worksheet to properly identify electronic files containing supporting materials/information provided in response. Responses that do not follow these instructions will not be evaluated.

**DO NOT INCLUDE ANY COST INFORMATION FROM YOUR COST PROPOSAL IN YOUR RESPONSES**

### Question

Supplier must provide a minimum of three (3) client references for recent (within past 3 years) contracts of similar size and scope to the requirements outlined in this eRFP related to the performance of maintenance services. Reference information must be provided on **Attachment F**, Client Reference Form.

Supplier must provide their standard service agreement related to the performance of maintenance services for the State's consideration. The State will collaborate with the Supplier on a standard service agreement that is mutually acceptable to both the Authorized Users and the Supplier. Can you comply?

Supplier shall waive all upfront fees associated with any resulting contract (i.e. fee for Supplier analysis of OEM warranties, service agreements, etc.). Can you comply?

At the request of the Authorized User, the Supplier will perform an analysis of the Authorized User's existing Original Equipment Manufacturers (OEM) warranties or third party service agreements to determine the levels of service contained therein. Based on the information collected, the Supplier will, in coordination with the Authorized User, select the classes of equipment for which the Supplier believes the Authorized User can reduce their maintenance costs through a Post-Warranty Maintenance Program. Can you comply?

Supplier proposed service levels and terms and conditions will meet or exceed those of the existing OEM warranties or third party service agreements. Can you comply?

Supplier shall perform maintenance in accordance with manufacturer's specifications and recommendations. Any deviations from the manufacturer's specifications and recommendations must be approved by the Authorized User. Can you comply?

Authorized User reserves the right to procure excluded consumables, software and specified parts for their equipment covered under the Post Warranty Maintenance Program. If excluded, consumables that are provided by the service provider shall not exceed the current Manufacturer's List Price. Can you comply?

Within 30 days of receipt of the current service agreements from the Authorized User, the Supplier will review the service agreements to determine equipment eligibility and the potential savings that can be achieved. The Supplier will present a quote to the Authorized User specifying pricing which reflects, at least, the minimum percentage discount proposed in response to the eRFP, the proposed inception date and required service levels. Terms and Conditions will be in accordance with existing service agreement(s), this eRFP and related documents. Can you comply?

Supplier must provide an Implementation Plan to include the process for transition of equipment from existing maintenance agreements to the Post Warranty Maintenance Program. Can you comply?
<p>A service level agreement shall be established between the Supplier and the Authorized User that defines the specific maintenance requirements based on the OEM's recommendations and specifications. The service agreement will include:</p> <p>(A) Equipment covered and the associated maintenance rates or premiums</p> <p>(B) Make and/or model numbers, location of the equipment, description, and any applicable identification numbers (e.g. serial number, property tag number, etc.).</p> <p>(C) Terms of coverage including start date, end date (e.g. 24/7, 8:00 am to 5:00 pm Eastern Standard Time, inclusion/exclusion of holidays, etc.).</p> <p>(D) Terms and Conditions of any resulting service agreement will be within the requirements of this eRFP and related documents. Can you comply?</p>
Supplier must maintain the maintenance history for the equipment in the Post-Warranty Maintenance Program. The maintenance history must be provided to the Authorized User, upon request in an electronic format. Can you comply?
Supplier must agree that equipment may be added to the program as existing Original Equipment Manufacturer (OEM) warranties or third party service agreements expire. Can you comply?
The Authorized User reserves the right to remove any equipment from the program by providing the Supplier with 30 days prior written notice. Can you comply?
Supplier agrees that replacement parts must be equal to or better than OEM specifications. Parts must be warranted per OEM requirements. Can you comply?
If the Supplier elects not to provide a service agreement for equipment that the Authorized User has submitted for analysis, the Supplier shall provide the Authorized User with a written explanation for rejection. Can you comply?
The Supplier will identify equipment to the Authorized User that will be discontinued from the Post-Warranty Maintenance Program 30 days prior to the end of the service agreement. Notification shall include the reason why the equipment will no longer be part of the Post-Warranty Maintenance Program. Can you comply?
Supplier shall be responsible for the entire service delivery process (i.e. dispatch, invoice processing, and payment) to the service provider. Can you comply?
Supplier will notify the Authorized User should there be a disruption of maintenance services. Can you comply?
Supplier is responsible for ensuring any third-party personnel performing under the contract adhere to contract terms/conditions and provide the level or quality of service required by the OEM specifications. Third-party must be recognizable by uniform and ID upon providing service for an Authorized User. Does the Supplier agree to comply with this requirement?
The Supplier agrees to prorate the post warranty maintenance cost for any service agreement that is in effect for less than 12 months based on a daily cost (the annual cost of the service agreement divided by 365). The amount owed will be based on the prorated daily cost multiplied by the number of actual coverage days in the service agreement billing period. Can you comply?

the eRFP (Attachment A) for detailed instructions

**dition. ONLY upload documents if there is a Yes in  
pliers are required to specify a filename in  
response to this eRFP. Documents not requested**

**RETURN TO THIS WORKSHEET.**

Response by Supplier: Select Yes or No from Dropdown	Upload Attchts with Additional Information?	Attachment File Name
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YES	Yes	Maintenance_Q1_Attachment
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Maintenance Q1 Attachment F Reference Form

YES	Yes	AttB_Maintenance_Q2
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## AttB\_Maintenance\_Q2

YES	No	
-----	----	--

YES	No	
-----	----	--

YES	No	
-----	----	--

YES	No	
-----	----	--

YES	No	
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YES	No	
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[illegible]

he eRFP (Attachment A) for detailed instructions

dition. ONLY upload documents if there is a Yes in  
pliers are required to specify a filename in  
response to this eRFP. Documents not requested

E TO THIS WORKSHEET.

Response by Supplier: Select Yes or No from Dropdown	Upload Attchts with Additional Information?	Attachment File Name
YES	Yes	AttB_General_Q1
YES	Yes	AttB_General_Q2
YES	No	
YES	Yes	AttB_General_Q4



YES	Yes	AttB_General_Q5
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YES	No	
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**the eRFP (Attachment A) for detailed instructions**

**dition. ONLY upload documents if there is a Yes in  
pliers are required to specify a filename in  
response to this eRFP. Documents not requested**

**RETURN TO THIS WORKSHEET.**

Response by Supplier: Select Yes or No from Dropdown	Upload Attchts with Additional Information?	Attachment File Name
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YES	Yes	Maintenance_Q1_Attachment
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Maintenance Q1 Attachment F Reference Form

YES	Yes	AttB_Maintenance_Q2
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## AttB\_Maintenance\_Q2

YES	No	
-----	----	--

YES	No	
-----	----	--

YES	No	
-----	----	--

YES	No	
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YES	No	
-----	----	--

YES	No	
-----	----	--

[illegible]

## Mandato

Suppliers must provide a narrative response/answer all the questions in this spreadhseet i Supplier. Refer to Section 4.2.2 of the eRFP (Attachment A) for detailed instructions regard award. Failure to answer these questions may result in disqualification of the proposal.

Suppliers must indicate whether their proposal meets the individual requirement and provi supporting materials, will be evaluated and awarded points in accordance with Section 6, F Additional Information?" column, to provide additional information about specific question electronic files containing supporting materials/information provided in response to this ef

**DO NOT INCLUDE ANY COST INFORMATION FROM Y**

Question #	Question
<b>OPERAT</b>	
1	<p>Supplier shall provide a brief history and description of the company detailing the following:</p> <ul style="list-style-type: none"> <li>a. Supplier shall provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the Supplier is incorporated or otherwise organized to do business.</li> <li>b. Supplier shall include an organization chart and a thorough narrative describing how the contract resulting from this solicitation will be supported from senior management down to customer facing employees.</li> </ul>
2	<p>Supplier must have the ability to work with various Authorized Users in a collaborative effort to meet their needs. Describe how your company will work with the Authorized Users to assist with developing the most efficient processes and/or programs to provide products/services to meet their goals.</p>
3	<p>The State is looking for a provider that has a proven track record with government and the private sector. Supplier shall include a summary of experience in providing similiar products and/or performing similar services (specify experience by category) for large organizations, highlighting any government experience. Highlight your history in the State of Georgia or similar state/public government entity (including education). The response shall demonstrate, in detail, how the experience relates to what is being requested in this eRFP, e.g. number of years in business, and how the organization for which the services were provided is similar to the requirements contained in the eRFP.</p>

4	Supplier shall provide an Executive Summary of plans to improve hardware and software functionality, performance, scalability, connectivity options, service/support options, etc. and the company's vision to keep pace with the product marketplace for the next 3-5 years. Describe your company's vision and philosophy for all product categories offered and how that contributes to value. Describe how your company's vision meets the needs of governmental customers of the size and scope of the State of Georgia.
<b>CUSTOMER SERVICE</b>	
5	Supplier must describe their overall philosophy and approach to customer service and how this sets the Supplier apart from the competition.
6	Supplier shall describe their complaint escalation procedure. If a complaint from an Authorized User cannot be resolved by the Supplier's Customer Service Activity, or the designated Account Representative, describe the hierarchical path this complaint proceeds along until the issue is resolved. Describe how much visibility the State's account will have within your company in terms of a specific management level. The escalation plan must include a methodology to address a situation where the Authorized User/State identifies a potential pattern of component/service failure. In addition, the Supplier must describe how they track customer satisfaction with your products/services and how this information is used to improve your products and services. The Suppliers response can include current customer satisfaction statistics or survey results concerning the quality of the products and services offered.
7	Supplier must have the ability to provide centralized as well as decentralized billing. Supplier shall describe, in detail, their invoicing capabilities for customized billing and provide a sample invoice.

## ory Scored Questions

in the cell provided. These questions are Mandatory and all questions require a response from the  
 ing responding to questions in a manner that is considered to be responsive, responsible and eligible for

de a supporting narrative in the space provided. The narrative description, along with any required  
 Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachs with  
 s. Suppliers are required to specify a filename in Column E of each worksheet to properly identify  
 RFP. Documents not requested in this column will not be evaluated.

### YOUR COST PROPOSAL IN YOUR RESPONSE TO THIS WORKSHEET.

Response by Supplier	Upload Attchts with Additional Information?	Attachment File Name
<b>IONS AND EXPERIENCE</b>		
NetApp, Inc. (NetApp) was founded in 1992 with the goal of simplifying data access by creating the world's first network storage appliance. Today, NetApp is a \$5.5 billion, Fortune 500® storage and data management company with more than 12,000 employees around the world in more than 150 offices. NetApp was incorporated in Delaware and its worldwide headquarters is located at: 495 East Java Dr, Sunnyvale, CA 94089	Yes	AttC_General_Q1
NetApp has been in operation for 25 years with sales and systems engineering resources in Georgia to work directly with end users. We also have numerous specialists and global architects at our disposal that can be leveraged by our teams to assist customers in the desing of solutions. In addition, NetApp professional services help you address business	No	
We are the #1 storage provider to the federal government, and we provide solutions to every U.S. state, including California, New York, Illinois, and Texas. NetApp is the trusted technology partner for all of the top 25 city and local governments, including New York City, Los Angeles, Chicago, and Dallas. Some large NetApp Federal Government Customers include Department of State, Department of Energy, Department of Homeland Security, and Department of Veterans Affairs. NetApp Data ONTAP is the world's #1 branded storage operating system.	Yes	AttC_General_Q3
<b>TECHNOLOGY</b>		



Today, everything is changing – customers need to deploy the latest and gre	Yes	AttC_General_Q4
<b>CE AND CONTRACT MANAGEMENT</b>		
work environment support that dedication. Together with our global network of partners, we are united in one goal: to help our customers	No	
<p>The escalation process for the State closely follows the organizational structure of the NetApp team as highlighted in response to Attachment C, General, Question 1 with the exception of technical support issues (hardware and software). In the case of technical support (component/service failure) all calls shall be placed into the NetApp customer service center that operates 24 x 7.</p> <p>For purposes of this response, three types of escalations are possible: 1) Operations and Order Management for order, shipment, and billing issues 2) Sales/System Engineering – for pre-sales technical assistance and configuration advice and 3) Professional Services – for all non-maintenance services including installation and consulting services. See attachment for details.</p>	Yes	AttC_General_Q6
The contract as constructed by the State supports both centralized and de	Yes	AttC_General_Q7

Suppliers must provide a narrative response/answer all the questions in this spreadsheet. Refer to Section 4.2.2 of the eRFP (Attachment A) for detailed instructions regarding responses. Failure to answer these questions may result in disqualification of the proposal.

Suppliers must indicate whether their proposal meets the individual requirement and provide supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation. Suppliers must provide additional information about specific questions. Supplier must provide supporting materials/information provided in response to this eRFP. Document

Each of these questions applies to multiple categories (Servers, Storage and Post Warranty Support). Suppliers must select the applicable categories from the dropdown menu provided. The selection of applicable categories should coincide with the category available for sale pursuant to this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION FROM THIS SECTION**

Question #	Question
<b>OPERATIONAL SUPPORT</b>	
1	Supplier shall provide the number and location of the company's resources in terms of manufacturing facilities, distribution outlets and support centers (as appropriate) and an explanation describing how these resources/infrastructure will be employed to ensure the successful performance of any resultant contract.
<b>CUSTOMER SERVICE</b>	
2	<p>Authorized Users will have the opportunity to report Supplier service level performance information to the Statewide Contract Manager. Service level commitments that the Supplier is expected to meet include:</p> <ul style="list-style-type: none"> <li>a. Returning phone calls and emails within 24 hours (Monday - Friday, excluding weekends and holidays) for all inquiries made to the Supplier relating to the products and services specified in the statewide contract.</li> <li>b. Continuous effort/follow-up actions until issue is resolved.</li> <li>c. Compliance with established service delivery times. In instances where service delivery times cannot be met due to matters beyond the Supplier's reasonable control, the Supplier is expected to provide the Authorized User with (1) an explanation for the delay and (2) a revised service delivery time and date.</li> </ul> <p>In response to this question the Supplier is also required to describe additional proposed service levels associated with (1) average customer call wait times for inquiries made via the general customer service number(s) and (2) escalation procedures for issues that remain unresolved to the satisfaction of Authorized Users.</p>

3

Supplier is required to meet or exceed all service level commitments established in any resultant contract. Please discuss your company's systematic approach and process for ensuring service level commitments are met in terms of scope, quality and responsibility. In addition, describe how customer satisfaction with your products and services is tracked and how customer feedback is used to improve your products and services. This response can include current customer satisfaction statistics or survey results concerning the quality of the products and services offered.

Mandatory Scored Questions					
<p>Respond in the cell provided. These questions are Mandatory and all questions require a response for each category. Responding to questions in a manner that is considered to be responsive, responsible and eligible for evaluation is required. Suppliers are required to specify a filename in Column E of each worksheet to properly identify elements not requested in this column will not be evaluated.</p>					
<p>For each category (Server, Storage, and Maintenance), therefore the Supplier is required to specify in the response to these questions will apply by selecting either a "Yes" or "No" from the applicable categories for which the Supplier desires to make products/services available.</p>	<table border="1"> <tr> <th>APPLICABLE</th> </tr> <tr> <td>SERVER</td> </tr> <tr> <td>STORAGE</td> </tr> <tr> <td>MAINTENANCE</td> </tr> </table>	APPLICABLE	SERVER	STORAGE	MAINTENANCE
APPLICABLE					
SERVER					
STORAGE					
MAINTENANCE					

**IN YOUR COST PROPOSAL IN YOUR RESPONSE TO THIS WORKSHEET.**

Response by Supplier	Upload Attchts with Additional Information?
<p><b>OPERATIONS AND EXPERIENCE</b></p>	
<p>NetApp's supply chain is optimized for transportation cost and delivery lead</p>	<p>Yes</p>
<p><b>SUPPORT AND CONTRACT MANAGEMENT</b></p>	
<p>NetApp will adhere to the service level commitments highlighted. Details on NetApp's support response times (Target Response Objectives) are included in the attached document titled: AttC_General_Q6. For example, NetApp responds within 30 minutes for priority 1 cases and within 24 hours for priority 4. In this same attachment the escalation process is identified that highlights NetApp's continued effort until the issue is resolved.</p> <p>In addition to these standard practices, we leverage AutoSupport. AutoSupport is a key technology for improving the supportability of Georgia's NetApp systems. It is a 'call home' mechanism that is embedded in ONTAP. AutoSupport unobtrusively collects data from your system and sends alerts to NetApp Customer Success Delivery when it detects potential problems. AutoSupport messages are automatically analyzed and flagged for appropriate corrective action, which can often be taken without your involvement.</p> <p>NetApp AutoSupport derives unique algorithms from extensive data</p>	<p>No</p>

<p>worldwide, we have processes in place that will ensure we meet the identified commitments. In addition, NetApp is ISO 9001 certified and as such has thoroughly documented quality process and policies to ensure we deliver to Georgia quality products in a responsible and compliant manner. Customer and partner satisfaction, loyalty and reference-ability are critical for NetApp sustained growth. NetApp continues to review opportunities to gain new insights into how customers and partners view our performance and ways to improve service and the scope of solutions. In 2007 we developed a Customer Listening Program (CLP). The comprehensive companywide customer listening program has led NetApp into new areas and improved approaches of doing business with our customers and partners, with a single focus on delivering a better customer and partner experience.</p> <p>The cornerstone of the CLP initiative is the survey used to gain insights into our performance. Feedback is gathered from customer respondents served directly by NetApp, as well as those served by our channel partners to provide a holistic view of our customer relationships. Survey insights guide us to identify, prioritize, and drive the right actions to enhance our customers' and partners' experience with NetApp.</p> <p>The CLP survey is conducted through our partner, Walker Information, and covers a broad spectrum of topics to gain understanding of our customers' experience and where NetApp can improve. The surveys initially were done on an annual basis. Starting in 2013, however, the surveys are now conducted on a quarterly basis. Utilizing a randomization formula, a subset of our customers is selected to participate in one quarter per year.</p> <p>NetApp shares with our customers what we hear and what actions we will take based on the insights and feedback from the survey. Customers</p>	No
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from the Supplier. le for award. Failure
required supporting Additional ctronic files
E CATEGORIES
NO
YES
YES

Attachment File Name
AttC_Multi- Category_Q1

## Mandato

Suppliers must provide a narrative response/answer all the questions in this spreadsheet in response to the questions. Refer to Section 4.2.2 of the eRFP (Attachment A) for detailed instructions regarding the award. Failure to answer these questions may result in disqualification of the proposal.

Suppliers must indicate whether their proposal meets the individual requirement and provide supporting materials, will be evaluated and awarded points in accordance with Section 6, F "Additional Information?" column, to provide additional information about specific questions. Suppliers must provide electronic files containing supporting materials/information provided in response to this eRFP.

Each of these questions applies to Server and Storage products/services only, therefore the "Categories" (to the right) which of the categories their responses to these questions will apply. The selection of applicable categories should coincide with all categories for which products are available for sale pursuant to this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION FROM YOUR PROPOSAL**

Question #	Question
1	For Each Category Proposed the Supplier must (1) describe the range of products , accessories and services offered; (2) must provide a product matrix (do not include any cost information), consisting of the product category/family, product classification and Energy Star Qualification; (3) provide a list of the Operating Systems available and certified to run or connect to products; (4) describe how products and services are benchmarked against the rest of the industry and (5) describe what distinguishes your products and services from the rest of the industry.
2	Supplier shall describe their approach, ability and experience in consolidation (software and hardware) of existing multi-supplier platform environments (interoperability) for a centralized Data Center and large agency environment. Describe your data migration services, data optimization (de-duplication, multi-tiered storage) and how systems are configured for maximum uptime during migrations. Describe the access protocols of your proposed technologies.
3	Supplier shall describe the process used to configure hardware and provide services to meet customer specifications/needs. Describe your configuration philosophy. Describe how you verify performance of the end product or service versus the requirement. Describe your process for validating product configuration for function and functionality. Describe how you validate that a given configuration meets operating requirements and is suitable for its purpose. Provide the level of performance that needs to be met within your customer acceptance process.



4	The State desires to procure highly efficient and reliable products, configurations and services from the Supplier. Supplier shall describe how this high level of efficiency and reliability will be accomplished. Describe your process for continuous improvement of product and service reliability.
5	The State requires products and services to operate at optimum levels with a minimum amount of downtime. Supplier shall describe how their company proposes to pro-actively achieve minimum downtime to include a statement specifying the typical amount of downtime the State/Authorized Users can expect.
6	Supplier shall describe the build time and speed of delivery for systems. Provide details of specific activities/circumstances that affect lead time and how you proactively work with the Authorized User to expedite the process.
7	For Each Category Proposed the Supplier must (1) describe the security functions of the products and services that protect data and unauthorized access and (2) provide security specific information related to your products.
8	Supplier shall describe the virtualization options available for products offered and how those options contribute to a lower Total Cost of Ownership.
9	THIS QUESTION APPLIES TO SUPPLIERS PROPOSING STORAGE PRODUCT/SERVICES ONLY. Supplier must describe their storage resource management solution and how it can improve return on investment (ROI).
<b>STANDARD</b>	
10	For Each Category Proposed, Supplier must ensure warranty service and maintenance for all equipment, including third party products provided. Describe how your company will secure warranty for all products and services. Describe the Standard Warranty provided for your hardware and software at no additional charge. Provide an outline of what is covered and what is not covered. Also, describe any additional warranty coverage that is available (such as extended warranties and after-warranty maintenance services).

11	<p>For Each Category Proposed, the Supplier shall describe the warranty/maintenance services offered detailing the following:</p> <ul style="list-style-type: none"> <li>a. Procedures for requesting maintenance services. Supplier's description must include the primary contact for maintenance requests, the type of contact (actual person, interactive voice response (IVR), etc.). The description must also include call back procedures and time frames.</li> <li>b. Process by which the company will remedy any potential equipment failures and/or defects in the products purchased under the contract resulting from this solicitation from your company, if awarded.</li> <li>c. Process by which initial claims against the manufacturer's warranty are collected and filed.</li> <li>d. System available for tracking the status of open manufacturer's warranty claims and generating reports on ticket history to observe trends. Please indicate whether this system is real-time or not and the fields available in any reports.</li> <li>e. Escalation process for unresolved warranty claims.</li> <li>f. Supplier shall describe support personnel (both administrative and warranty support, including any sub-contractors/third-party) that would be assigned to this contract. Please include the number of personnel, certifications, and/or specialized training. Provide the location of your support and staff count.</li> </ul> <p>Third-party personnel must adhere to this contract and provide the level or quality of service required by the OEM specifications. Third-party must be recognizable by uniform and ID upon servicing the Authorized User. Describe how your company will comply.</p>
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## ory Scored Questions

in the cell provided. These questions are Mandatory and all questions require a response from the Supplier. The Supplier is required to respond to questions in a manner that is considered to be responsive, responsible and eligible for

Provide a supporting narrative in the space provided. The narrative description, along with any required documents, must be uploaded to the Supplier's account for Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachments with Documents" column. Suppliers are required to specify a filename in Column E of each worksheet to properly identify the documents. Documents not requested in this column will not be evaluated.

The Supplier is required to specify in the Table entitled "Applicable Categories" whether the Supplier desires to make products/services within the category by selecting either a "Yes" or "No" from the dropdown menu.

### APPLICABLE CATEGORIES

SERVER	NO
STORAGE	YES

**YOUR COST PROPOSAL IN YOUR RESPONSE TO THIS WORKSHEET.**

Response by Supplier	Upload Attachments with Additional Information?	Attachment File Name
<b>TECHNOLOGY</b>		
NetApp is responding to the Storage Category and has provided the required Consolidation Experience	Yes	AttC_ServerStorage_Q1
NetApp has experience in assisting customers consolidate data storage through a combination of technology and proven services. From a technology perspective, newer systems and larger media types can dramatically assist in consolidating existing environments from many cabinets to a single cabinet resulting in considerable power and cooling savings as well. Where 1 PB of storage used to require 3 to 4 cabinets we can now get almost 1PB out of a single 60 drive shelf with 15.3TB SSDs.	No	
Customer. Typically, a customer will provide vendors with mandatory requirements along with additional dialog to understand the level of services that will be required to install and configure the system. Based upon the customer's input, NetApp Systems Engineers will design and configure a solution to meet the customer's specifications. At this point, the NetApp Systems Engineers use internally developed tools, that have been developed over the last 25 years, to ensure the solution meets the customer's specifications such as performance, capacity, and functionality.	No	

The proven reliability features in NetApp hardware and software result in data availability of more than 99.999% as measured across the NetApp installed base. Backup and replication technologies integrated in the NetApp ONTAP data management software help keep the State's applications and data continuously available to users.	No	
operate at an optimal level. The proven reliability features in NetApp hardware and software result in data availability of more than 99.999% as measured across the NetApp installed base. When operated according to Netapp best practices, storage system purchased by the State can also achieve uptimes of 99.999% or greater. In addition to the non-disruptive	No	
weeks for configured systems and less than one week for off-the-shelf parts, while transit times vary greatly by location. Options are available for expedited shipping if accelerated product delivery is required. Other than	Yes	AttC_ServerStorage_Q 6
the ONTAP operating system is common, extend certified at the L1, L2, L3 level and offers FIPS 140-2 encryption capabilities to protect data. In addition, ONTAP employs role based access controls that restrict or permit various operations. Custom roles can also be defined. In addition, the	Yes	AttC_ServerStorage_Q 7
In addition to deep integrations with virtualization software such Vmware a	Yes	AttC_ServerStorage_Q 8
that provides operational intelligence, business insight and IT ecosystem integration within complex enterprise IT environments. It allows IT teams to respond more quickly to business and mission needs while also reducing	Yes	AttC_ServerStorage_Q 9
<b>WARRANTY/MAINTENANCE</b>		
NetApp, as the manufacturer, offers comprehensive 5-year hardware warranty and a 90 software warranty for the proposed configurations. The standard NetApp warranty can be augmented by NetApp's SupportEdge service offerings. The NetApp SupportEdge family of services provides simple, effective and affordable ways to maximize your storage investment. Georgia can create a global support strategy by choosing the appropriate support options for each location and enterprise: • SupportEdge Standard	Yes	AttC_ServerStorage_Q 10

NetApp, as the product manufacturer, directly provides support services on all NetApp equipment sold that is currently covered by the standard warranty or augmented by a SupportEdge support entitlement.

NetApp, along with its community of partners, is always a customer's shortest route to problem resolution. Original manufacturers produce the devices; develop or license the software and evolving portfolio of updates, upgrades, and bug fixes; develop the knowledge base used to support the hardware and software; and manufacture the spare parts needed to keep the equipment running throughout its lifecycle. Manufacturers provide the warranties and licenses that allow customers to buy with confidence.

Yes

AttC\_ServerStorage\_Q  
11

## Mandato

Suppliers must provide a narrative response/answer all the questions in this spreadhseet i Supplier. Refer to Section 4.2.2 of the eRFP (Attachment A) for detailed instructions regard award. Failure to answer these questions may result in disqualification of the proposal.

Suppliers must indicate whether their proposal meets the individual requirement and provi supporting materials, will be evaluated and awarded points in accordance with Section 6, F Additional Information?" column, to provide additional information about specific question electronic files containing supporting materials/information provided in response to this ef

**DO NOT INCLUDE ANY COST INFORMATION FROM Y**

Question #	Question
<b>OPERAT</b>	
1	The Supplier describe their capability to provide post warranty maintenance on a wide array of OEM equipment and provide a a complete list of OEM certifications.
2	Supplier shall describe, in detail, their proposed approach to accomplish the assessment of an Authorized User's existing equipment service agreements and any additional information necessary to complete their analysis. This description must include an estimate of the resources (time, personnel, etc.) that will be required on behalf of the Authorized User.

3	<p>Describe how the Supplier's company vision meets the needs of Authorized Users of the breadth, size and scope of the State of Georgia.</p>
4	<p>Supplier shall describe support personnel (both administrative and warranty support, including any sub-contractors/third-party) that would be assigned to this contract. Please include the number of personnel, certifications, and/or specialized training. Provide the location of your support personnel and staff count.</p>



5	The Supplier shall describe their approach, ability and experience in providing a maintenance program for a centralized Data Center and large agency environment with consolidation (software and hardware) of existing multi-supplier platform environments (interoperability).
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**EQUIPMENT ANALYSIS**

6	Supplier shall explain their methodology for determining which pieces of equipment will be serviced through the Maintenance/Post-Warranty program.
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7	<p>Supplier shall describe, in detail, how they will determine the cost for a maintenance service agreement for eligible equipment that is not covered/ serviced by an existing service agreement. DO NOT PROVIDE SPECIFIC COST/PRICE INFORMATION FROM THE COST PROPOSAL.</p>
8	<p>Supplier shall describe, in detail, their decision making process to identify Authorized User equipment that will not be eligible for service under the Maintenance/Post-Warranty program.</p>
9	<p>Supplier shall describe the Post-Warranty/Maintenance services offered detailing the following:</p> <ul style="list-style-type: none"> <li>a. Procedures for requesting maintenance services. The Supplier's description must include the primary contact for maintenance requests, the type of contact (actual person, interactive voice response (IVR), etc.). The description must also include call back procedures and time frames.</li> <li>b. Process by which the company will remedy any potential equipment failures.</li> <li>c. Process by which claims are collected and filed.</li> <li>d. System available for tracking the status of open warranty/maintenance claims and generating reports on ticket history to observe trends. Please indicate whether this system is real-time or not and the fields available in any reports.</li> <li>e. Escalation process for unresolved warranty/maintenance claims.</li> <li>f. Supplier shall describe support personnel (both administrative and warranty support, including any sub-contractors/third-party) that would be assigned to this contract for Post-Warranty/Maintenance. Please include the number of personnel (staff count), certifications, specialized training and the location(s) of your support staff.</li> </ul>

10	Supplier shall describe Authorized User's minimum or required equipment product mix (i.e. minimum quantity, average age of equipment, etc.) to be included in the Maintenance/Post-Warranty program.
11	Supplier shall describe how they benchmark their quality of services against the rest of the industry. Describe what distinguishes the Supplier's Post-Warranty Maintenance program from the rest of the industry.

12	Supplier shall describe their continuous improvement process to improve services reliability.
PROG	
13	Supplier will provide a detailed implementation plan to rollout/establish an operational post warranty maintenance program that includes at a minimum timelines, roles, responsibilities, resources, customer training, communications and marketing actions
14	Certain Authorized Users may be delayed in releasing official purchase orders for services under the Post-Warranty Maintenance program for the upcoming fiscal year at the end of the State's current fiscal year. This delay, if any, is due to the end of year close out activities. Supplier shall describe how their company will work with Authorized User's to avoid a disruption of services under the Maintenance/Post-Warranty service agreement.

## Additional

All items labeled "Additional Scored Responses" is information that is requested (not required) in the spreadsheet. Refer to Section 4.3 of the eRFP (Attachment A) for detailed instructions regarding this information.

Answers along with any required supporting materials, will be evaluated and awarded points in the "Upload Attachments with Additional Information?" column, to provide supporting information. Properly identify electronic files containing supporting materials/information provided in response to the question.

**DO NOT INCLUDE ANY COST INFORMATION FROM YOUR RESPONSE**

Question #	Question
<b>OPERATIONAL</b>	
1	The State seeks to provide an opportunity for local, small and minority- or women-owned enterprises to effectively compete for the State's business. It is the State's intent to seek from the Supplier their best Partner relationships as it relates to deeper discounts, expert technical/installation services, and good repair and warranty performance. Recommend the use of Partners that can meet this requirement, plus other essential needs including geographic coverage and government specialization. Clearly describe the geographical limits if proposing a geographical area less than that of all the State of Georgia. Identify the any local, small, minority and/or women owned business partners and describe how much business your company has done/plans to do with each. In addition, provide an estimate of the Supplier's total economic impact to Georgia.
<b>CUSTOMER SERVICE</b>	
2	Suppliers are encouraged to provide promotions and discounts. The Supplier will be responsible to market these offers to Authorized User during the life of any resultant contract. Describe what kind of promotions will be available and how the promotions will be marketed to Authorized Users throughout the state.
3	Section 3.3 of the eRFP (Attachment A) makes reference to the State Virtual Catalog. The Catalog is a great marketing tool for the State of Georgia and should be an integral part of the Supplier's roll-out strategy. Also, information must be kept current, including pricing, products and general information (Representatives, Partners, etc.). Please describe (1) your commitment to work with DOAS to develop and make available a successful catalog/marketing tool, (2) how often the web pricing and invoicing will be audited to ensure contractual compliance and (3) how often general information will be audited for accuracy. Lastly, please propose a general schedule for the performance of such audits.

**al Scored Questions**

ired) by the State. Suppliers must provide a thorough narrative description in the space provided in this  
rding responding to additional scored questions.

ts in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes  
ation for specific questions. Suppliers are required to specify a filename in Column E of each worksheet to  
esponse to this eRFP. Documents not requested in this column will not be evaluated.

**YOUR COST PROPOSAL IN YOUR RESPONSE TO THIS WORKSHEET.**

Response by Supplier	Upload Attchts with Additional Information?	Attachment File Name
<b>IONS AND EXPERIENCE</b>		
NetApp intends to leverage a combination of national and local resellers that	Yes	AttD_General_Q1
<b>CE AND CONTRACT MANAGEMENT</b>		
NetApp may provide promotions based upon inventory availability and/or p	No	
NetApp will work with DOAS and SciQuest using the punch-out format. NetApp will provide a compliant landing page that includes a price list that will identify the brand, specification, and contract price for every product and service being offered to the State of Georgia.	Yes	AttD_General_Q3

## Additional

All items labeled "Additional Scored Responses" is information that is requested (not required) to be provided in the spreadsheet. Refer to Section 4.3 of the eRFP (Attachment A) for detailed instructions regarding this information.

Answers along with any required supporting materials, will be evaluated and awarded points. The "Upload Attachments with Additional Information?" column, to provide supporting information, properly identify electronic files containing supporting materials/information provided in response to the questions.

Each of these questions applies to multiple categories (Servers, Storage and Post Warranty Support). Please select the applicable categories in the dropdown menu provided. The selection of applicable categories should coincide with the category available for sale pursuant to this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION FROM THIS SECTION**

Question #	Question
<b>WARRANTY</b>	
1	Describe the remote diagnostics you have in place, if any, to troubleshoot hardware.
<b>CUSTOMER SERVICE</b>	
2	<p>In addition to reporting requirements outlined in Section 3 of the eRFP, Suppliers should work with DOAS to establish reporting in the following areas:</p> <ul style="list-style-type: none"> <li>a. Forecasted and actual savings based on the utilization of the contract.</li> <li>b. Maintenance Service Agreements by level or category/program.</li> <li>c. Service performance metrics.</li> </ul> <p>Please discuss your approach to address the additional reporting requirements specified above.</p>
3	Describe how you track service performed both preventive and unscheduled/unplanned maintenance.
4	<p>Provide details on your company's approach to training and the existing training program, with specific emphasis on the following areas;</p> <ul style="list-style-type: none"> <li>a. Describe your training programs for IT staff and technical staff.</li> <li>b. Describe how your training program adds value.</li> <li>c. Describe how you measure the effectiveness of your training program.</li> <li>d. Describe how your training program contributes to lowering the Total Cost of Ownership.</li> <li>e. Describe how your training contributes to data security and privacy.</li> </ul>

Additional Scored Questions

required) by the State. Suppliers must provide a thorough narrative description in the space provided for responding to additional scored questions.

Respond in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents in response to specific questions. Suppliers are required to specify a filename in Column E of each response to this eRFP. Documents not requested in this column will not be evaluated.

by Maintenance), therefore the Supplier is required to specify in the responses to these questions will apply by selecting either a "Yes" or "No" from all categories for which the Supplier desires to make products/services	APPLICABLE
	SERVER
	STORAGE
	MAINTENANCE

IN YOUR COST PROPOSAL IN YOUR RESPONSE TO THIS WORKSHEET.

Response by Supplier	Upload Attachments with Additional Information?
WARRANTY & MAINTENANCE	
collect AutoSupport information to troubleshoot cases without the need for customer intervention. AutoSupport On Demand enables AutoSupport	No
SERVICE AND CONTRACT MANAGEMENT	
NetApp will gladly work with its resellers and the State to meet additional requirements. NetApp does not track preventative or unscheduled/scheduled maintenance. The end users' storage administrators are responsible for the everyday operations and management. NetApp AutoSupport	No
To help accelerate the adoption of your NetApp products and solutions, NetApp	Yes



provided in this
if there is a Yes in worksheet to
E CATEGORIES
NO
YES
YES

Attachment File Name
AttD_Multi- Category_Q4

## Additional

All items labeled "Additional Scored Responses" is information that is requested (not required) to be included in the spreadsheet. Refer to Section 4.3 of the eRFP (Attachment A) for detailed instructions regarding this information.

Answers along with any required supporting materials, will be evaluated and awarded points in the "Upload Attachments with Additional Information?" column, to provide supporting information. Suppliers must properly identify electronic files containing supporting materials/information provided in response to these questions.

Each of these questions applies to Server and Storage products/services only, therefore the "Applicable Categories" (to the right) which of the categories their responses to these questions will apply to. The selection of applicable categories should coincide with all categories for which the products/services are available for sale pursuant to this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION FROM YOUR RESPONSE**

Question #	Question
1	<p>Authorized Users will most likely require customized solutions, in an ever changing IT industry. The State is seeking to provide, where possible, an all encompassing contract vehicle that facilitates the purchase of a wide variety of IT Infrastructure needs or solutions. Please describe your company's ability to offer an Enterprise-Wide solution to meet the current and evolving needs of Authorized Users throughout the State of Georgia. In addition to the products (servers, storage, network components, PC equipment, software ... etc.) offered in response to this eRFP, an Enterprise Solution package would include (but not limited to) professional IT services, systems analysis service, equipment integration, data migration, back-up and security services, installation, de-installation, reinstallation, and other operational and maintenance services.</p> <p>Supplier MUST include the following when describing the ability to provide an Enterprise-Wide Solution for the State:</p> <p><b>(a)</b> List experience with providing Total or Enterprise level IT Infrastructure Solutions to include but not limited to - Federal, State, local government, education (primary, secondary and higher). Elaborate on Supplier's track record with implementation of Enterprise-Wide Solutions utilizing multiple information</p>

	<p>implementation of enterprise-wide solutions utilizing multiple information technology platforms and integrating diverse architectures.</p> <p><b>(b)</b> Provide the number of people dedicated to provide Enterprise-Wide Solutions, and experience of staff. Do you have a formal division for Enterprise-Wide type solutions? Provide a list of positions and experience levels.</p> <p><b>(c)</b> Describe the analysis, consultation, and integration process for an Authorized User's suite of equipment and software.</p> <p><b>(d)</b> Provide an expertise metric that includes a Rate Card (position description, hourly rate) in the <u>Cost Worksheet for Enterprise Solutions (ATTACHMENT M)</u>. **  <b>DO NOT INCLUDE COST IN YOUR RESPONSE TO THIS QUESTION IN THE TECHNICAL SECTION. COST MUST BE PROVIDED IN THE SPECIFIED COST WORKSHEET**</b></p>
2	Describe your company's ability to offer refurbished products to include a description of the specific types of refurbished products available and any associated attributes or other service elements.
<b>STANDARD</b>	
3	Describe any Required / Preventive Maintenance Program you may offer. Provide information on how and by whom this maintenance is performed. Describe how this program improves reliability and reduces downtime.
4	Describe your company's standard warranty program for refurbished equipment.

al Scored Questions

ired) by the State. Suppliers must provide a thorough narrative description in the space provided in this rding responding to additional scored questions.

ts in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes ation for specific questions. Suppliers are required to specify a filename in Column E of each worksheet to sponse to this eRFP. Documents not requested in this column will not be evaluated.

e Supplier is required to specify in the Table entitled "Applicable ply by selecting either a "Yes" or "No" from the dropdown menu ich the Supplier desires to make products/services within the category	APPLICABLE CATEGORIES	
	SERVER	NO
	STORAGE	YES

OUR COST PROPOSAL IN YOUR RESPONSE TO THIS WORKSHEET.

Response by Supplier	Upload Attchts with Additional Information?	Attachment File Name
TECHNOLOGY		
	Yes	AttD_ServerStorage_ Q1

<p>NetApp Professional Services complement your data storage solutions with a full scope of services available to the State of Georgia and authorized users.</p> <p>NetApp Professional Services can work with Georgia's authorized users to align your IT capabilities with your business goals:</p> <ul style="list-style-type: none"> <li>• Increase datacenter efficiency with less investment</li> <li>• Boost business agility</li> <li>• Shorten time of deployment</li> <li>• Sustain growth and adapt to new technologies</li> <li>• Reduce operational risk</li> </ul>		
<p>NetApp does not resell refurbished or once returned equipment--all equipment</p>	No	
<b>WARRANTY/MAINTENANCE</b>		
<p>NetApp's standard warranty and SupportEdge service offerings do not include any required or preventive maintenance programs. End user's are typically responsible for the daily operations and management of the storage systems. NetApp does offer an optional Support Account Manager role as a value added service. See attachment AttC_ServersStorage_Q1</p>	No	
<p>NetApp takes prudent steps to ensure protection of customer data and compliance with local laws and regulations everywhere we do business. In connection with the NetApp Return Material Authorization ("RMA") and</p>	No	

**Addition**

All items labeled "Additional Scored Responses" is information that is requested (not required) in the spreadsheet. Refer to Section 4.3 of the eRFP (Attachment A) for detailed instructions regarding this information.

Answers along with any required supporting materials, will be evaluated and awarded points in the "Upload Attachments with Additional Information?" column, to provide supporting information. Properly identify electronic files containing supporting materials/information provided in response to the question.

**DO NOT INCLUDE ANY COST INFORMATION FROM YOUR RESPONSES**

Question #	Question
<b>EQUIPMENT ANALYSIS</b>	
1	Describe any Post Warranty Preventive Maintenance Program you may offer. Provide information on how and by whom this maintenance is performed. Describe how this program improves reliability and reduces downtime.
2	Describe your company's warranty program for refurbished equipment.

al Scored Questions

ired) by the State. Suppliers must provide a thorough narrative description in the space provided in this  
rding responding to additional scored questions.

ts in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes  
ation for specific questions. Suppliers are required to specify a filename in Column E of each worksheet to  
esponse to this eRFP. Documents not requested in this column will not be evaluated.

OUR COST PROPOSAL IN YOUR RESPONSE TO THIS WORKSHEET.

Response by Supplier	Upload Attchts with Additional Information?	Attachment File Name
YSIS & WARRANTY MAINTENANCE		
NetApp's post-warranty maintenance offering, SupportEdge, does not include any required or preventive maintenance programs. End user's are typically responsible for the daily operations and management of the storage systems. NetApp does offer an optional Support Account Manager	No	
NetApp does not resell refurbished or once returned equipment--all equipment is sold as new.	No	

## Additional Information

All items labeled "Additional Information" is information that is requested (not required) by the State. Refer to Section 4.4 of the eRFP (Attachment A) for detailed instructions regarding responses.

Answers along with any required supporting materials, will be reviewed and evaluated but not scored. Documents if there is a Yes in the "Upload Attachments with Additional Information?" column, to Column E of each worksheet to properly identify electronic files containing supporting materials to be evaluated.

Each of these questions applies to multiple categories (Servers, Storage and Cloud Services, etc.). Select "Applicable Categories" (to the right) which of the categories their responses to these questions apply to. A menu provided. The selection of applicable categories should coincide with all categories of equipment or category available for sale pursuant to this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION FROM THIS SECTION**

Question #	Question
LEASING	
1	Describe your ability to offer financing to the State. Please include interest rate and any pertinent monthly plan information.
2	Please describe your ability to offer products on a lease basis. Also, describe your repair/maintenance program for leased products.



## Additional Information Questions

the State. Suppliers must provide a thorough narrative description in the space provided in the response template, including any additional information questions.

will not awarded points in accordance with Section 6, Proposal Evaluation and Award. ON the basis of the information provided, the Supplier is required to provide additional information about specific questions. Suppliers are required to specify the materials/information provided in response to this eRFP. Documents not requested in this column will not be considered.

es), therefore the Supplier is required to specify in the Table entitled "Additional Information Questions" will apply by selecting either a "Yes" or "No" from the dropdown menu for each question for which the Supplier desires to make products/services within the State.	APPLICABLE
	SERVER
	STORAGE

### FROM YOUR COST PROPOSAL IN YOUR RESPONSE TO THIS WORKSHEET

Response by Supplier	Upload Attachments with Additional Information?
<b>ASING AND FINANCING</b>	
through installment lease payments comprised of principal and interest arranged as a series of one-year renewable obligations. Municipal Lease-Purchase Distinguishing Feature:	No
only if they are co-termed and bundled in with a financed NetApp system.	No

in this spreadsheet.
ONLY upload fy a filename in lumn will not be
E CATEGORIES
NO
YES

Attachment File Name



*Guidelines for completing the Cost Sheet*

- \* Lowering the total costs of Servers/Storage will be the factor in selecting future Supplier(s) for the State of Georgia (State).
  - \* Supplier(s) should prepare the price proposal based on the products and categories described therein.
  - \* In this pricing worksheet, Suppliers shall propose their most competitive pricing and their most creative ideas for capturing ongoing improvements in a long-term relationship.
- Enter information in the cells highlighted in yellow, ONLY.

<i>Table of Contents</i>	
	<i>Description</i>
Category A - Servers	Contains the specifications for Servers and Related Products/Services
Category B - Storage	Contains the specifications for Storage and Related Products/Services



Guidelines for completing the Cost Sheet

- \* Lowering the total costs of Servers/Storage will be the factor in selecting future Supplier(s) for the State of Georgia (State).
  - \* Supplier(s) should prepare the price proposal based on the products and categories described therein.
  - \* In this pricing worksheet, Suppliers shall propose their most competitive pricing and their most creative ideas for capturing ongoing improvements in a long-term relationship.
- Enter information in the cells highlighted in yellow, ONLY.

Information on Category Worksheets

The State of Georgia requires that Supplier(s) propose cost/pricing for all price elements based on ALL STANDARD COMPONENT requirements (and additional requirements where stated) for ALL CONFIGURATION TYPES (i.e. Standard, Standard Plus & Premium) for each product subcategory that the Supplier desires to make available for sale pursuant to any resultant contract . Specifically, in order to be eligible for award, each Supplier is REQUIRED, at a minimum, to provide (1) a Product Description (brand & model name), (2) the Manufacturer Suggested Retail Price (MSRP), (3) Standard Discount Percentage off MSRP and (4) Educational Discount Percentage Off MSRP for ALL configuration types listed (Standard Configurations, Standard Plus Configurations, and/or Premium Configurations) within at least one product subcategory. Suppliers may elect to propose pricing for multiple or all subcategories within a product category according to their qualifications/product offerings. **Manufacturers may substitute an SSD device or devices for any of the traditional spinning disk options.** See the SSD Substitutions Tab. **NOTE:** Category A-Servers has two Product Subcategories; (1) Rackmount and (2) Blade AND Category B-Storage has 5 Product SubCategories; (1)Direct Attached Storage (DAS), (2) Internet Small Computer System Interface (iSCSI), (3) Network Attached Storage (NAS), (4) Fibre Channel Storage (FCS) and (5) Advanced Array Storage (AAS).

Description of Standard Features/Components for SERVERS

CPU Rack server (Form factor)	Specification for Server Module or Motherboard
Expansion slots	Specification for Expansion Slots Component
Hard Drive (Internal storage)	Specification for Hard Drive Storage
I/O Drawer (Interface Ports)	Specification for I/O Ports Component
Memory Features (Memory capacity)	Specification for Memory Component
Network Interface (Network Ports)	Specification for NIC Component
Processor offering	Specification for Proposed Processor Component
Raid Controller (Raid support/Drive Controller)	Specification for Raid Controller Card/Drive
Standard Warranty - 3 Year	Supplier Proposed Warranty - Should include and describe extend of coverage

Description of Standard Features/Components for STORAGE

Cables	Specification for Cables Component
Chassis	Specification for Chassis Component
Controller Failover Without Downtime	Specification for Failure of the controller appliance
Drive Capacities	Specification for Drive Capacity
End-to-end support certification	Specification for End-to-end Support
Fibre Channel Adapter	Specified Fibre Channel Storage Adapter
File Data Deduplication (Block Level Access)	Specification for block level deduplication support
Hard Drives	Specification for Hard Drive Component
Hardware Storage	Specification for Hardware Storage Component
Hot Swappable Disk Support	Specification for Hot Swappable Disk Support
Internet Protocol version support	Specified Internet Protocol version support
Internet Protocol version support & iSCSI protocol support	Specified Internet Protocol version support & iSCSI protocol support
Logical Unit Number (LUN) clones	Specification for LUN clones
Logical Unit Number (LUN) masking and access control	Specification for LUN masking, authentication or other access control
Maximum hosts supported	Specified Number of Hosts Supported
Network File Access & Protocols	Specified Network File Access & Protocols
Performance Measurement	Specification for Input/Output Operations Per Second (IOPS)
Performance Tools	Specification for Performance Analysis Tool
Raid Controller	Specification for Raid Controller Component
Raid Groups	Specification for Raid Groups
Raid Levels Supported	Specification for Raid Levels Supported
Raid Support	Specification for Raid Support Connections



Guidelines for completing the Cost Sheet

- \* Lowering the total costs of Servers/Storage will be the factor in selecting future Supplier(s) for the State of Georgia (State).
- \* Supplier(s) should prepare the price proposal based on the products and categories described therein.
- \* In this pricing worksheet, Suppliers shall propose their most competitive pricing and their most creative ideas for capturing ongoing improvements in a long-term relationship.

Enter information in the cells highlighted in yellow, ONLY.

SNMP Capabilities (Simple Network Management Protocol)	Specification for SNMP Support Capabilities
Standard Software	Specified Standard Software with Snapshot Support
Standard warranty - 3 Year Return to Base Support Included	Supplier Proposed Warranty - Should include and describe extend of coverage
Storage Management Graphical User Interface & Command Line Interface	Specification for GUI and CLI
Storage System Thin Provisioning	Specification for Storage Thin Provisioning
Supports iSCSI protocol as specified in RFC 7143	Specified RFC iSCSI protocol
Swappable Drives	Specification for Swappable Drives
Tiered Storage Management	Specification for block level movement of data between disk tiers
Total Usable Space	Specification for Disk Usable Capacity
Upgrade Controller Without Downtime	Specification for Upgrade of the controller appliance

Description of required SUPPLIER COST PROPOSAL elements

Product Brand and Model Name:	Supplier's Proposed Product Brand and Model Name
MSRP (Manufacturer Suggested Retail Price):	Supplier's Manufacturer Suggested Retail Price per Unit for a specific product configuration based on the standard components and features specified in the pricing tab
Proposed Standard Discount Percentage Off MSRP	Supplier's Proposed MINIMUM Discount Percentage Off MSRP to be applied to purchases made by Authorized Users of state and local government entities. (See Attachment A, Section 5.2.1)

**Manufacturers may substitute an SSD dev**

On systems requiring RAID they configurat

Examples of substitutions below:

Valid Substitutions:

Requirement

Twelve 2TB disk at 7.2 RPM SAS disk

Twelve 2TB disk at 7.2 RPM SAS disk

Twelve 2TB disk at 7.2 RPM SAS disk

Twelve 2TB disk at 7.2 RPM SAS disk

Invalid Substitutions:

Requirement

Twelve 2TB disk at 7.2 RPM SAS disk

Twelve 2TB disk at 7.2 RPM SAS disk

---

## SSD SUBSTITUTIONS

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price or devices for traditional disk of any speed provided the configuration must also have the ability to provide a valid RAID configuration

### Substitution

Twelve 2TB SSD drives

Six 4TB SSD drives

Twenty-Four 1TB SSD drives

Six 2TB disks at 7.2 RPM SAS disks + Six 2TB SSD Drives

### Substitution

Six 3TB disks at 7.2 RPM SAS disks + Six 1TB SSD Drives

Eleven 2TB disks at 7.2 RPM SAS disks + One 2TB SSD Drives

**Capacity remains the same.**

ation to protect data on both the SSD devices and Disks

Reason

The SSD drives in this configuration do not provide the same capacity as the drives they replaced.

The SSD can't be protected as there are not enough SSD to even support mirroring.



Category- STORAGE / SubCategory- DIRECT ATTACHED STORAGE

SUPPLIER NAME: NetApp

Feature / Standard Components	Standard Configurations	Premium Configurations
Hardware Storage	JBOD (Just a Bunch Of Disks)	RAID
Chassis	Chassis and redundant power	Chassis and redundant power
Raid Controller	Not Applicable	Redundant RAID controller
Raid Levels Supported	Must support RAID levels 1,5,6,10,50,60	Must support RAID levels 1,5,6,10,50,60
Hard Drives	Twelve 2TB disk at 7.2K RPM SAS disk	Twelve 2TB disk at 7.2K RPM SAS disk
Cables	inclusive of all cables required for internal connectivity (host connect cables not required)	inclusive of all cables required for internal connectivity (host connect cables not required)
ADDITIONAL REQUIREMENT: Must support multiple RAID groups at different RAID levels at the same time		
ADDITIONAL REQUIREMENT: Must have available other drive options including a 600GB (or larger) at 10K (or faster RPM SAS disk)		
Standary Warranty	3 Year/36 month; Return to Base included	3 Year/36 month; Return to Base included
PRODUCT DESCRIPTION		
Brand Name / Model Name / Model #	NetApp/E2712	NetApp/E2712
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP):	\$ 17,902.66	\$ 17,902.66
PROPOSED STANDARD DISCOUNT PERCENTAGE Off MSRP: State & Local Government	12%	12%
PROPOSED EDUCATIONAL DISCOUNT PERCENTAGE Off MSRP: Schools, Colleges & Universities	12%	12%
PROPOSED UNIT PRICE:	\$ 15,754.34	\$ 15,754.34

Category- STORAGE / SubCategory- INTERNET SMALL COMPUTER SYSTEM INTERFACE (iSCSI)

SUPPLIER NAME: NetApp

Feature / Standard Components	Standard Configurations	Premium Configurations
Hardware Storage	Basic iSCSI array	Advanced iSCSI Array
Chassis	Chassis and redundant power	Chassis and redundant power
Supports iSCSI protocol as specified in RFC 7143	Supports rfc7143 iSCSI (check standards reference)	Supports rfc7143 iSCSI (check standards reference)
Raid Controller	Redundant RAID controller with 2GB cache	Redundant RAID controller with 32GB cache
Raid Levels	Must support RAID levels 1,5,6,10,50,60	Must support RAID levels 1,5,6,10,50,60
Raid groups	Must support multiple RAID groups at different RAID levels at the same time	Must support at least 256 RAID groups at different RAID levels at the same time
Standard Software	Must support snapshots, at least 16	Must support snapshots, at least 64 per volume
Raid Support	At least two 1GB connections per controller	At least two 10GB connections per controller
SNMP Capabilities	Must be able to send SNMP traps for disk failures	Must be able to send SNMP traps for disk failures
Maximum hosts supported	Must support multi-path connections from 4 hosts	Must support multi-path connections from 32 hosts
Logical Unit Number (LUN) masking and access control mechanisms	LUN masking, authentication or other access control	LUN masking, authentication or other access control
End-to-end support certification	Not Applicable	Must be certified to work with Hyper-V, VMware ESX, RedHat Enterprise Linux, and Windows Server
Internet Protocol version	Must support IPV4 and IPV6	Must support IPV4 and IPV6
File Data Deduplication (Block Level Access)	Not Applicable	Support block level deduplication
Storage System Thin Provisioning	Not Applicable	Support thin-provisioning
LUN clones	Not Applicable	Support LUN cloning
Controller Failover Without Downtime	Not Applicable	Controller failure must not cause downtime
Upgrade Controller Without Downtime	Not Applicable	Controller must be upgradeable without downtime
Hot Swappable Disk Support	Not Applicable	Disks must be hot swappable
Storage Management Graphical User Interface & Command Line Interface	Must provide both GUI and commandline interface	Must provide both GUI and commandline interface
Performance Tools	Not Applicable	Must be able to provide performance analysis tools for, cache, disk and luns
Drive Capacities	Twelve 2TB disk at 7.2K RPM SAS disk	Twenty-four 2TB disk at 7.2K RPM SAS disk
Swappable Drives	Must have available other drive options including a 600GB (or larger) at 10K (or faster RPM SAS disk)	Must have available other drive options including a 600GB (or larger) at 10K (or faster RPM SAS disk)
Standard Warranty	3 Year/36 month; Return to Base included	3 Year/36 month; Return to Base included
PRODUCT DESCRIPTION Brand Name / Model Name / Model #	NetApp/FAS 2554	NetApp/FAS 2554
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP):	\$ 23,530.63	\$ 39,650.26
PROPOSED STANDARD DISCOUNT PERCENTAGE Off MSRP: State & Local Government	12%	12%
PROPOSED EDUCATIONAL DISCOUNT PERCENTAGE Off MSRP: Schools, Colleges & Universities	12%	12%
PROPOSED UNIT PRICE:	\$ 20,706.95	\$ 34,892.23

Category- STORAGE / Subcategory- NETWORK ATTACHED STORAGE (NAS)

SUPPLIER NAME: NetApp

Feature / Standard Components	Standard Configurations	Premium Configurations
Hardware Storage	Basic NAS array	Advanced NAS Array
Chassis	Chassis and redundant power	Chassis and redundant power
Network File Access & Protocols	Supports both NFS (v4) and CIFS (SMB2)	Supports both NFS (v4) and CIFS (SMB2)
Raid Controller	Redundant RAID controller with 2GB cache	Redundant RAID controller with 32GB cache
Raid Levels	Must support RAID levels 1,5,6,10,50,60	Must support RAID levels 1,5,6,10,50,60
Raid groups	Must support multiple RAID groups at different RAID levels at the same time	Must support at least 256 RAID groups at different RAID levels at the same time
Standard Software	Must support snapshots, at least 16	Must support snapshots, at least 64 per volume
Raid Support	At least two 1GB connections per controller	At least two 10GB connections per controller
SNMP Capabilities	Must be able to send SNMP traps for disk failures	Must be able to send SNMP traps for disk failures
Maximum hosts supported	Must support multi-path connections from 4 hosts	Must support multi-path connections from 32 hosts
Logical Unit Number (LUN) masking and access control mechanisms	LUN masking, authentication or other access control	LUN masking, authentication or other access control
End-to-end support certification	Not Applicable	Must be certified to work with Hyper-V, VMware ESX, RedHat Enterprise Linux, and Windows Server
Internet Protocol version	Must support IPV4 and IPV6	Must support IPV4 and IPV6
File Data Deduplication (Block Level Access)	Not Applicable	Support block level deduplication
Storage System Thin Provisioning	Not Applicable	Support thin-provisioning
LUN clones	Not Applicable	Support LUN cloning
Controller Failover Without Downtime	Not Applicable	Controller failure must not cause downtime
Upgrade Controller Without Downtime	Not Applicable	Controller must be upgradeable without downtime
Hot Swappable Disk Support	Not Applicable	Disks must be hot swappable
Storage Management Graphical User Interface & Command Line Interface	Must provide both GUI and commandline interface	Must provide both GUI and commandline interface
Performance Tools	Not Applicable	Must be able to provide performance analysis tools for, cache, disk and luns
Drive Capacities	Twelve 2TB disk at 7.2K RPM SAS disk	Twenty-four 2TB disk at 7.2K RPM SAS disk
Swappable Drives	Must have available other drive options including a 600GB (or larger) at 10K (or faster RPM SAS disk)	Must have available other drive options including a 600GB (or larger) at 10K (or faster RPM SAS disk)
Standard Warranty	3 Year/36 month; Return to Base included	3 Year/36 month; Return to Base included
PRODUCT DESCRIPTION Brand Name / Model Name / Model #	NetApp/FAS 2554	NetApp/FAS 2554
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP):	\$ 23,530.63	\$ 39,650.26
PROPOSED STANDARD DISCOUNT PERCENTAGE Off MSRP: State & Local Government	12%	12%
PROPOSED EDUCATIONAL DISCOUNT PERCENTAGE Off MSRP: Schools, Colleges & Universities	12%	12%
PROPOSED UNIT PRICE:	\$ 20,706.95	\$ 34,892.23
SUPPLIER TOTAL PROPOSED SUBCATEGORY PRICE (For Evaluation Purposes):	\$ 55,599.18	

Category- STORAGE / SubCategory- FIBRE CHANNEL STORAGE

SUPPLIER NAME: NetApp

Feature / Standard Components	Standard Configurations	Premium Configurations
Hardware Storage	Basic FC array	Advanced FC Array
Chassis	Chassis and redundant power	Chassis and redundant power
Fibre Channel Adapter	Supports 8GB fiber channel (find standards reference)	Supports 8GB fiber channel (find standards reference)
Raid Controller	Redundant RAID controller with 2GB cache	Redundant RAID controller with 32GB cache
Raid Levels	Must support RAID levels 1,5,6,10,50,60	Must support RAID levels 1,5,6,10,50,60
Raid groups	Must support multiple RAID groups at different RAID levels at the same time	Must support at least 256 RAID groups at different RAID levels at the same time
Standard Software	Must support snapshots, at least 16	Must support snapshots, at least 64 per volume
Raid Support	At least two 1GB connections per controller	At least two 10GB connections per controller
SNMP Capabilities	Must be able to send SNMP traps for disk failures	Must be able to send SNMP traps for disk failures
Maximum hosts supported	Must support multi-path connections from 4 hosts	Must support multi-path connections from 32 hosts
Logical Unit Number (LUN) masking and access control mechanisms	LUN masking, authentication or other access control	LUN masking, authentication or other access control
End-to-end support certification	Not Applicable	Must be certified to work with Hyper-V, VMware ESX, RedHat Enterprise Linux, and Windows Server
File Data Deduplication (Block Level Access)	Not Applicable	Support block level deduplication
Storage System Thin Provisioning	Not Applicable	Support thin-provisioning
LUN clones	Not Applicable	Support LUN cloning
Controller Failover Without Downtime	Not Applicable	controller failure must not cause downtime
Upgrade Controller Without Downtime	Not Applicable	controller must be upgradeable without downtime
Hot Swappable Disk Support	Not Applicable	Disks must be hot swappable
Storage Management Graphical User Interface & Command Line Interface	Must provide both GUI and commandline interface	Must provide both GUI and commandline interface
Performance Tools	Not Applicable	Must be able to provide performance analysis tools for, cache, disk and luns
Drive Capacities	Twelve 2TB disk at 7.2K RPM SAS disk	Twenty-four 2TB disk at 7.2K RPM SAS disk
Swappable Drives	Must have available other drive options including a 600GB (or larger) at 10K (or faster RPM SAS disk)	Must have available other drive options including a 600GB (or larger) at 10K (or faster RPM SAS disk)
Standard Warranty	3 Year/36 month; Return to Base included	3 Year/36 month; Return to Base included
PRODUCT DESCRIPTION		
Brand Name / Model Name / Model #	NetApp/FAS 2554	NetApp/FAS 2554
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP):	\$ 23,130.63	\$ 39,250.26
PROPOSED STANDARD DISCOUNT PERCENTAGE Off MSRP: State & Local Government	12%	12%
PROPOSED EDUCATIONAL DISCOUNT PERCENTAGE Off MSRP: Schools, Colleges & Universities	12%	12%
PROPOSED UNIT PRICE:	\$ 20,354.95	\$ 34,540.23
SUPPLIER TOTAL PROPOSED SUBCATEGORY PRICE (For Evaluation Purposes):	\$ 54,895.18	

Category- STORAGE / SubCategory- ADVANCED ARRAY STORAGE

SUPPLIER NAME: NetApp

Feature / Standard Components	Premium Configurations	
Hardware Storage	Advanced Array (many disk tiering)	
Chassis	Chassis and redundant power	
Internet Protocol version support & iSCSI protocol support	Supports rfc7143 iSCSI (check standards reference) and Must support IPV4 and IPV6	
Fibre Channel Adapter	Or Supports 8GB fiber channel (find standards reference)	
Raid Controller	Redundant RAID controller with 32GB cache	
Raid Levels	Must support RAID levels 1,5,6,10,50,60	
Raid groups	Must support at least 256 RAID groups at different RAID levels at the same time	
Standard Software	Must support snapshots, at least 64 per volume	
Raid Support	At least two 10GB connections per controller	
SNMP Capabilities	Must be able to send SNMP traps for disk failures	
Maximum hosts supported	Must support multi-path connections from 64 hosts	
Logical Unit Number (LUN) masking and access control mechanisms	LUN masking, authentication or other access control	
End-to-end support certification	Must be certified to work with Hyper-V, VMware ESX, RedHat Enterprise Linux, and Windows Server	
File Data Deduplication (Block Level Access)	Support block level deduplication	
Storage System Thin Provisioning	Support thin-provisioning	
LUN clones	Support LUN cloning	
Controller Failover Without Downtime	Controller failure must not cause downtime	
Upgrade Controller Without Downtime	Controller must be upgradeable without downtime	
Hot Swappable Disk Support	Disks must be hot swappable	
Storage Management Graphical User Interface & Command Line Interface	Must provide both GUI and commandline interface	
Performance Tools	Must be able to provide performance analysis tools for, cache, disk and luns	
Tiered Storage Management	Must support block level movement of data between disk tiers in near real-time.	
Performance Measurement	With a mix of disk providing at least 20K IOPS	
Total Usable Space	With a mix of disk providing at least 70TB usable capacity assuming 0% deduplication	
Standard Warranty	3 Year/36 month; Return to Base included	
PRODUCT DESCRIPTION	NetApp/FAS 2650	
Brand Name / Model Name / Model #		
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP):	\$ 193,894.74	
PROPOSED STANDARD DISCOUNT PERCENTAGE Off MSRP: State & Local Government	12%	
PROPOSED EDUCATIONAL DISCOUNT PERCENTAGE Off MSRP: Schools, Colleges & Universities	12%	
PROPOSED UNIT PRICE:	\$ 170,627.37	



*Guidelines for completing the Cost Sheet*

- \* Lowering the total costs of Enterprise Solution will be the factor in selecting future supplier(s) for the State of Georgia (State).
- \* Supplier(s) should prepare the price proposal based on the products and categories described therein.
- \* In this pricing worksheet, Suppliers shall propose their most competitive pricing and their most creative ideas for capturing ongoing improvements in a long-term relationship.
- \* Please do not change the format of this spreadsheet in any way. Enter information in the cells highlighted in yellow, ONLY.



Table of Content	
Worksheet	Description
Attachment I - Enterprise Solution	Cost proposal response associated with requirement outlined in Attachment D, Additional Scored Response Worksheet, TAB- Servers&Storage, Question# 1

Information on Attachment I - Enterprise Solutions

The purpose of the enterprise solution element of the eRFP is to meet the State's infrastructure goals related to the server and storage catagories with a full range of innovation, information technology support services and solutions at a reasonable price. Specifically, the State request that Supplier(s) provide a list of positions titles/descriptions based on experience levels that would be available under any resultant contract to perform activities associated with an Enterprise-Wide Solution to include but not limited to; professional IT services, systems analysis service, equipment integration, data migration, back-up and security services, installation, de-installation, reinstallation, and other operational and maintenance services. Supplier's interested in submitting a cost proposal response to this portion of the eRFP must, at a minimum, provide a (1) position title/description, (2) experience level for the position title and (3) fixed unit price (hourly rate), inclusive of all costs (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc.) for each position. FOR ADDITIONAL INSTRUCTION REGARDING COMPLETION OF THE ENTERPRISE PORTION OF THE COST WORKSHEET REFER TO SECTION 5.2.3 OF THE eRFP.

ATTACHMENT I - ENTERPRISE SOLUTIONS COST SHEET

SUPPLIER NAME: 

NetApp

WARNING: DO NOT INCLUDE COST FROM THE COST PROPOSAL IN THE TECHNICAL SECTION. USE THE COST WORKSHEET			
portion of the eRFP <u>must</u> first provide a technical response in the Additional Scored Response Worksheet, <b>Attachment D</b> (Reference TAB-Servers&Storage, Question#1, and provide the following information on this TAB (Rate Card) of the Enterprise Solutions Cost Worksheet, <b>Attachment I</b> : (1) position title/description, (2) experience level for the position title (from the dropdown menu selections) and (3) fixed unit price (hourly rate), inclusive of all costs (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, delivery charges, administrative fees, etc.) for each position. FOR ADDITIONAL INSTRUCTION REGARDING COMPLETION OF THE ENTERPRISE PORTION OF THE COST WORKSHEET REFER TO SECTION 5.2.3 OF THE eRFP.			
Position Title/Description	Experience Level	Unit of Measure	Proposed Unit Price
The following are hourly rates at list price. NetApp has daily and monthly rates available at greater discounts.		Hour	
Hourly Consultant		Hour	
PS Fed Std Hourly-Consultant,Exp.1yr from PO (1-159 hours)	Senior/Expert	Hour	\$ 360.00
PS Fed Std Hourly-Consultant,Exp.1yr from PO (160-479 hours)	Senior/Expert	Hour	\$ 306.00
PS Fed Std Hourly-Consultant,Exp.1yr from PO (480-959 hours)	Senior/Expert	Hour	\$ 270.00
PS Fed Std Hourly-Consultant,Exp.1yr from PO (960-1919 hours)	Senior/Expert	Hour	\$ 241.20
PS Fed Std Hourly-Consultant,Exp.1yr from PO (1920-9999 hours)	Senior/Expert	Hour	\$ 219.60
Hourly Engineer		Hour	
PS Fed Std Hourly-Engineer,Exp.1yr from PO (1-159 hours)	Advanced	Hour	\$ 300.00
PS Fed Std Hourly-Engineer,Exp.1yr from PO (160-479 hours)	Advanced	Hour	\$ 255.00
PS Fed Std Hourly-Engineer,Exp.1yr from PO (480-959 hours)	Advanced	Hour	\$ 225.00
PS Fed Std Hourly-Engineer,Exp.1yr from PO (960-1919 hours)	Advanced	Hour	\$ 201.00
PS Fed Std Hourly-Engineer,Exp.1yr from PO (1920-9999 hours)	Advanced	Hour	\$ 183.00
		Hour	
Project Manager		Hour	
PS Fed Std Hourly-Project Mgr,Exp.1yr from PO (1-159 hours)	Advanced	Hour	\$ 330.00
PS Fed Std Hourly-Project Mgr,Exp.1yr from PO (160-479 hours)	Advanced	Hour	\$ 281.00
PS Fed Std Hourly-Project Mgr,Exp.1yr from PO (480-959 hours)	Advanced	Hour	\$ 248.00
PS Fed Std Hourly-Project Mgr,Exp.1yr from PO (960-1919 hours)	Advanced	Hour	\$ 221.00
PS Fed Std Hourly-Project Mgr,Exp.1yr from PO (1920-9999 hours)	Advanced	Hour	\$ 201.00
		Hour	
		Hour	
Additional rates for part-time and full-time onsite residents are also available.		Hour	
		Hour	
		Hour	
		Hour	



**State of Georgia**  
**Statewide Standard Contract Form**

Solicitation Title Enterprise Infrastructure	Solicitation Number 99999-SPD0000139	Contract Number 99999-001-SPD0000139-0005
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 NetApp, Inc. (hereafter called Contractor)		
2. Contract to Begin:	Date of Completion:	Renewals:
NOVEMBER 9, 2018	NOVEMBER 8, 2021	7 ANNUAL RENEWALS
3. Performance Bond, if any:		Other Bonds, if any:
4. Authorized Person to Receive Contract Notices for Agency: Authorized Person to Receive Contract Notices for Contractor: Attn: Legal Dept		
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 for Goods and Ancillary Services		
Attachment 2: Solicitation (referenced above)		
Attachment 3: Contractor's Final Response		

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

6. NetApp, Inc. Contractor

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

*Mary Jo Dorr*

By (Authorized Signature) Date Signed  
Mary Jo Dorr, Controller 09/18/18

Printed Name and Title of Person Signing  
1395 Crossman Ave.

Address  
Sunnyvale, CA 94089

7. Agency

Agency Name  
Department of Administrative Services

By (Authorized Signature) Date Signed  
*Janet Pytelowski* November 8, 2018

Printed Name and Title of Person Signing  
Janet Pytelowski, Deputy State Purchasing Officer

Address  
200 Piedmont Ave SE, Suite 1308 West Tower, Atlanta, GA 30334



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

**A. DEFINITIONS AND GENERAL INFORMATION**

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

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **"Subcontractor"** means any and all third parties that have direct contracts with Contractor or with any other Subcontractor to perform a portion of the services under this Contract.
- (vi) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vii) **"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.
- (viii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (ix) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (xi) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by

a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

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

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

## B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The 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 identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

## C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.
2. **Product Shipment and Delivery.** All equipment and any other products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. The User Agency shall, within 30 (thirty) days of its receipt of the delivered goods and/or services either accept or reject the delivered goods and/or services in writing; otherwise, the goods and/or services shall be deemed accepted on the 31st day after delivery of product or completion of services; provided hidden damage will remain subject to the Contractor's warranty as stated in Sections J1-J4 herein.
3. **Title to Leased or Rented Equipment.** Unless provided otherwise in the RFX, leased or rented equipment is and shall at all times remain the sole property of the Contractor unless the User Agency exercises an option to purchase as permitted by the User Agency Lease.
4. **Care, Use and Maintenance of Leased or Rented Equipment.** User Agencies shall protect leased or rented equipment from deterioration, other than normal wear and tear, and will not use the leased or rented equipment for any purpose other than that for which it was designed. Contractor shall maintain the leased/rented equipment in good working order and will make all necessary adjustments and repairs. The Contractor shall have full and free access to the leased/rented equipment for the purpose of maintenance and repairs during the User Agencies' normal business hours and subject to the User Agencies' operational guidelines, including security regulations. The charge for such maintenance is included in the Response and any final pricing documents as incorporated into the Statewide Contract Form.
5. **Leased/Rented Equipment Return.** Unless provided otherwise in the RFX, upon termination of the User Agency Lease, Contractor must enter the premises of the User Agency and remove the leased/rented equipment. Contractor should arrange and confirm removal times with User Agencies during the User Agencies' normal business hours and subject to the User Agencies' operational guidelines, including security regulations. Contractor agrees that the cost of removal is included in the Contractor's response or other final pricing documentation as incorporated into the Statewide Contract Form.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

## D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor or Contractor's resellers shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

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

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or equipment or failed to maintain or repair the equipment as required by the Statewide Contract, the Contractor shall not be entitled to compensation for such delivery or services under the Statewide Contract until such service is performed or such equipment is delivered, maintained or repaired. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services not performed or equipment not delivered or properly maintained and repaired.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

## E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
  - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
  - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

**2. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

**3. Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
- (ii) Obtain a full refund of the purchase price from the Contractor and/or,
- (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

**4. Termination Upon Notice.** Following 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 Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
  - (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
  - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
  - (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
  - (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
  - (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
  - (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
  - (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

## **F. CONFIDENTIAL INFORMATION – DATA OWNERSHIP, PROTECTION AND LOCATION**

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

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or the 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. **Data Ownership. The State owns all of their data.** The private or confidential data shall remain the property of the State at all times. The Contractor will not access the data except as needed to do the work of the contract. Some services performed for the Agency and/or the 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.

The Agency and/or User Agencies shall own all right, title and interest in its data that is related to the services provided by this contract. The Contractor shall not access Agency and/or User Agency User accounts, or Agency and/or User Agency Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the Agency and/or User Agency's written request.

3. **Data Protection. The State owns all personal information. The Contractor will protect it and will not use the data for any thing not related to the customer.**

Protection of personal privacy and sensitive personal data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of Agency and/or User Agency information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of Agency and/or User Agency information and comply with the following conditions:

- a. Personal information obtained by the Contractor shall become and remain property of the Agency and/or User Agency.

b. At no time shall any data or processes, which either belongs to or are intended for the use of Agency or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Agency and/or User Agency.

c. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

**4. Data Location. The Contractor will not store any non-public data of the Agency and/or User Agency outside the US except to provide end user services outside the US.**

Contractor will provide its services to Agency and/or User Agency and its end users solely from data centers in the U.S. Storage of Agency and/or User Agency data at rest will be located solely in data centers in the U.S. Contractor shall not allow its personnel or contractors to store Agency and/or User Agency data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor will permit its personnel and sub-contractors to access Agency and/or User Agency remotely only as required to provide technical support. Contractor will process Agency and/or User Agency data outside its US facilities only to provide services to end users of Agency and/or User Agency located outside the U.S.

**5. Non-disclosure and Separation of Duties. The Contractor will limit staff knowledge of data and separate duties to protect the data. Non-disclosure agreements are required of Contractor staff.**

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.

## **G. INDEMNIFICATION**

**1. Contractor's Indemnification Obligation.** Subject to the limitation of liability in Section 37, Contractor shall indemnify and hold harmless the State of Georgia and User Agencies, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

This indemnification shall not apply if the situation giving rise to the claim results solely from the act or omission of the Indemnified parties.

**2. Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

**3. Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or



compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

- 4. Patent/Copyright Infringement Indemnification.** With respect to third party claims, Agency (or its representative) shall notify Contractor of the claim no later than thirty (30) days after the Indemnified Parties receive notice of the claim (or sooner if required by law). Notwithstanding the foregoing, the failure by Agency or its representatives to notify Contractor within thirty (30) days after the Indemnified Parties receive notice of the claim shall not relieve Contractor of its indemnification obligations unless Contractor demonstrates that it has suffered material prejudice to its defense of the claim as a result of the delay in notification. 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 that Contractor-branded Products sold and delivered by or for Contractor to the State under this Contract constitutes an infringement of any United States Letters Patent or copyright ("IP Claim"). Contractor will pay settlement amounts or, if applicable, damages and final costs awarded by a court of competent jurisdiction (collectively "Damages") against the State to the extent such Damages are specifically attributable to the IP Claim, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

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

- (i) Procure for the State the right to continue using the software or hardware;
- (ii) Replace or modify the same in such a way that (i) they become non-infringing and (ii) they substantially perform in the same manner or substantially provide the same results, or there is no material adverse effect in their overall performance; or
- (iii) Remove the same and cancel any future charges pertaining thereto.
- (iv) If Contractor determines that (i) and (ii) are not an option, then User Agency may return the Product and Contractor will refund the User Agency's purchase price.

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 software;
- (b) Use of the software or hardware in combination with any other product or service not supplied by Contractor;

- (c) Use of the software or hardware in a manner for which the same was neither designed nor contemplated;
- (d) Any unauthorized modification to hardware made by User Agency; for clarity, a modification is only authorized by NetApp if the modification is either made by a NetApp employee or if the client has obtained written confirmation of a requested modifications that is signed by an authorized Vice President of NetApp.
- (e) 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;
- (f) The User Agency's failure to upgrade or use a new version of the Product, to make a change or modification requested by Contractor, or to cease using a Product if requested by Contractor within thirty (30) days; or
- (g) Third Party Branded Products; However, NetApp will pass through third party product warranties and indemnities to end customer as applicable.

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. **Hardware Warranty.** Contractor warrants for a period of three (3) years from the date of Hardware Delivery (unless otherwise specified in the applicable Documentation) ("Hardware Warranty Period") that the Hardware will materially conform to Contractor's Documentation in effect on the date of Hardware Delivery. In the event of any material nonconformity in the Hardware during the Hardware Warranty Period, Contractor will, at its sole discretion and expense, repair or replace the Hardware, or refund the purchase price paid by Customer for the non-conforming Hardware. Full storage system replacements will be warranted for the full Hardware Warranty Period in effect on the original Hardware purchased, unless otherwise mandated by applicable law. Replacements of parts will be warranted for the remainder of the Hardware Warranty Period in effect on the original hardware purchased, unless otherwise mandated by applicable law.
2. **Software Warranty.** Contractor warrants to Customer that for a period of ninety (90) days from the date of "Software Delivery", as defined below, or such other minimum periods under applicable laws, for the initially-shipped version of such Software (the "Software Warranty Period"), that (a) the Software will materially conform to the then-current Documentation in effect on the date of Software Delivery; and (b) the media containing the Software will be free from

physical defects. Contractor does not warrant that Customer's use of the Software will be error-free or uninterrupted. In the event of any material defect in the Software during the Software Warranty Period, Contractor will, at its sole discretion and expense, repair or replace the Software, or refund the purchase price paid by Customer for the nonconforming Software. This warranty covers only material nonconformities in the Software that are reproducible and verifiable and does not cover software, other items, or any services provided by persons other than Contractor or a Contractor authorized distributor, reseller or partner. For clarity, Software Delivery for software pre-installed on the hardware occurs at the same time as the delivery of the hardware. Software Delivery of software that is not pre-installed on hardware occurs when NetApp makes the enabling key available to End User, or if any enabling key is not required, when NetApp makes such software available for download or use by End User.

3. **Limitations.** Contractor will not be liable under this warranty for claims arising from Customer's, Customer subcontractor's or any unauthorized third person's misuse, neglect, improper installation or testing, attempts to repair, or any other cause beyond the range of the intended use. The Hardware warranty will become void if a Hardware component is installed as an add-on to or replacement for the original Hardware, without Contractor's prior written approval. The Software warranty will become void if the Software is modified, except as authorized in writing by Contractor.
4. **Exclusive Warranties.** TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND NO OTHER WARRANTY OR REMEDY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. CONTRACTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract, for a period of one (1) year after the date of delivery of the hardware purchased hereunder, and with respect to software for ninety (90) days after the date of delivery, unless extended through purchase instrument at time of order or future additional purchase. If multiple warranty levels are available, a User Agency may elect, at any time, an alternative warranty level offered by Contractor. Such amendment shall take effect within (30) thirty days following Contractor's receipt of User Agency's written notice, in the form of a modification to an order.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

**9. RESERVED**

- 10. Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
- 11. Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

**K. PRODUCT RECALL**

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a material 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 in accordance with the applicable warranty, at its sole discretion and expense, repair or replace the product, or refund the purchase price to the State.

**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 accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
- (i) First, by giving preference to the Statewide Contract Terms and Conditions.
  - (ii) Second, by giving preference to the specific provisions of the RFX.
  - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
- 2. Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and Subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as Subcontractors or contractors. The Contractor, its employees, agents and Subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract.
  4. **Implementation of Requirements of Senate Bill 327 (Passed during 2016 Georgia Legislative Session):** The Contract is amended to include the following new certification: 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.
  5. **Drug-free Workplace.** The Contractor hereby certifies as follows:
    - (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
    - (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
    - (iii) Contractor will secure from any Subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
- Contractor may be suspended, terminated, or debarred if it is determined that:
- (i) Contractor has made false certification here in above; or
  - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
6. **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.
7. **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.

8. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this 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.
9. **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.

10. **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.
11. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the Subcontractors. Any contract

with a Subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a Subcontractor from the Statewide Contract for good cause.

12. **Sub- Contractor Disclosure.** The Contractor will disclose all Subcontractors. The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations.
13. **Background Checks.** The Contractor will perform background checks on staff including Subcontractors. The Contractor will not use staff that has criminal convictions. The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony. The Contractor shall promote and maintain an awareness of the importance of securing the Agency and/or User Agency's information among the Contractor's employees and agents.
14. **Right to Remove Individuals:** The Agency and/or User Agency may have the Contractor remove staff directly related to services of this contract. The Agency shall have the right at any time to require that the Contractor remove from interaction with Agency and/or User Agency any Contractor representative who the Agency believes is detrimental to its working relationship with the Contractor. The Agency will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Agency signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the Agency's consent.
15. **Change Control and Advance Notice.** The Contractor will notify the Agency and/or User Agency of upgrades and maintenance. Advance notice (to be determined at contract time) shall be given to the Agency and/or User Agency of any major upgrades or system changes that the Contractor will be performing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the system up to date or to improve its characteristics and usually includes a new version number.
16. **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.
17. **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.
18. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, Subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any Subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

19. **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.
20. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
21. **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.
22. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
- (i) At the time it is actually received; or,
  - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
  - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.
- From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
23. **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.
24. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.



25. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
26. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
- (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
  - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
27. **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.
28. **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.
29. **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.
30. **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.
31. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
32. **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.

33. **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.
34. **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.
35. **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.
36. **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.
37. **Limitation of Contractor's Liability to the State.** For any claim or cause of action arising under or related to the Statewide Contract: i) to the extent permitted by the Constitution and the laws of the State of Georgia, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's aggregate liability for damages of any kind under the Contract other than for claims for third party patent, trademark or copyright infringement ("IP Claims") shall be limited to the lesser of: (A) thirty-six times the average monthly amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action; or (B) \$20,000,000 ("Liability Cap"). Vendor's aggregate liability under the Contract for IP Claims payments due under Section G(4) (Patent/Copyright Infringement Indemnification) shall not exceed \$25,000,000. However, the forgoing limitations of Vendor's liability shall not apply to a Party's misuse, unauthorized disclosure or misappropriation of the other party's Confidential Information in breach of the first party's obligations under Section F, Confidentiality, and liability for such confidentiality breaches may include damages associated with violation of State or Federal law and any penalty of any kind lawfully assessed, as a result of such violation. User Agencies should evaluate their risk for each purchase: if needed, User Agencies may negotiate higher limitations of liability

38. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
39. **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.
40. **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.
41. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

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

**ATTACHMENT O**  
**CONTRACT EXCEPTIONS**  
**RFP# 99999-SPD0000139**  
**Exhibit A**

## **END USER LICENSE AGREEMENT**

**1. Scope.** This end user license agreement ("EULA") is between you ("You" or "Your") and NetApp, Inc. and (as applicable) its subsidiaries and affiliates ("NetApp"). This EULA sets forth the terms under which NetApp licenses the Software and Documentation to You.

In this EULA:

- a) "Documentation" means technical documentation describing the features and functions of the associated Software;
- b) "NetApp Partner" means an authorized NetApp distributor, reseller or other channel partner; and
- c) "Software" means NetApp software in object code format including (as applicable) operating systems, protocols, backup and recovery, disaster recovery, storage efficiency and management software.

In the absence of a more specific written agreement, this EULA applies to Software and Documentation obtained by You directly from NetApp, indirectly from a NetApp Partner, or made available to you by NetApp at no charge. The types, quantities and other usage attributes related to Your Software licenses are specified in other documents associated with the Software, including (as applicable) the Documentation, a NetApp quote or related document (for direct transactions), or the corresponding documents from a NetApp Partner (for indirect transactions).

This EULA does not entitle You to receive Software updates, upgrades, technical support or professional services, which must be purchased or provided separately.

**2. License Grant.** NetApp grants to You a personal, non-exclusive, non-transferrable, worldwide, limited and revocable license, without the right to sublicense, to i) install and use the Software for Your internal business purposes only, and ii) use the Documentation in support of Your use of the Software.

The Software associated with Your license is either bundled with a specific storage controller identified by a unique serial number ("Controller-based"), or is independent of a storage controller ("Standalone"), and Your license is one of the following license types:

- a) "Life-of-controller": Controller-based licenses granted for the period of time during which Your storage controller is operable;
- b) "Perpetual": Standalone licenses granted in perpetuity;
- c) "Term": Controller-based licenses or Standalone licenses granted for a fixed period of time;
- d) "Capacity": Controller-based licenses or Standalone licenses granted for a specified amount of raw storage capacity, number of hosts or other measure of usage; and
- e) "Subscription": Controller-based licenses or Standalone licenses which may be purchased on a periodic basis.

Certain license types may require the installation and use of NetApp's AutoSupport™ remote support diagnostics system.

Each storage controller deployed in a cluster or a high-availability pair or group must have the same Controller-based license as the other storage controllers in that cluster, high-availability pair or group. Subject to NetApp's separate written agreement, and in the context of non-disruptive operations within a cluster, You may deploy storage controllers with different Controller-based licenses and failover from one storage controller to another for the time required to remedy a failure, provided that all storage controllers in the cluster have the same hardware and software support offerings in effect at all times.

**Solidfire:** Subject to the terms and conditions of this Agreement, NetApp grants Customer a perpetual, paid-up, non-exclusive, non-transferable (except as otherwise expressly permitted in this Agreement) license, without the right to sublicense, solely to use the Solidfire Software Program either (i) as embedded in the NetApp Solidfire Storage Appliance, solely in connection with the use of the accompanying NetApp Solidfire Storage Appliance, ("Appliance license"), or (ii) on one or more units of NetApp Solidfire Storage Appliance, under the control of Customer in specified units of provisioned capacity ("Capacity license"), and solely in accordance with any applicable Documentation. Capacity licenses require that all clusters have Active IQ collection and reporting enabled.

**3. License Restrictions.** You shall not, nor shall You allow any third party to:

- a) reverse-engineer, decompile or disassemble the Software or otherwise reduce it to human-readable format except to the extent required for interoperability purposes under applicable laws or as expressly permitted in open-source licenses;

- b) remove or conceal any product identification, proprietary, intellectual property or other notices in the Software or Documentation;
- c) use the Software or Documentation in a service bureau, managed services, commercial hosting services or similar environment;
- d) assign or otherwise transfer, in whole or in part, the Software or Documentation licenses to another party or Controller-based licenses to a different storage controller without NetApp's written approval;
- e) install Controller-based licenses on or use them with third party hardware or any second-hand or grey market NetApp hardware not purchased by You from NetApp or a NetApp Partner without NetApp's written approval;
- f) modify, adapt or create a derivative work of the Software or Documentation; and
- g) publish or provide any Software benchmark or comparison test results.

**4. Intellectual Property Rights.** The Software and Documentation is licensed, not sold, to You. It is protected by intellectual property laws and treaties worldwide, and contains trade secrets, in which NetApp and its licensors reserve and retain all rights not expressly granted to You. No right, title or interest in any trademark, service mark, logo or trade name, of NetApp or its licensors is granted to You.

**5. Audit.** Upon 10 business days notice, You grant NetApp and its independent accountants the right to examine Your Software usage to verify compliance with this EULA. If the audit discloses over-usage or any other material non-compliance, You will promptly pay to NetApp or to a NetApp Partner, as designated by NetApp, any additional fees notified to you

**6. Termination.** This EULA is effective until expiration or termination. You may terminate the EULA at any time on written notice to NetApp. NetApp may terminate the EULA 90 days on written notice for material breach of the EULA. Any failure to remit payments in relation to the Software and Documentation when due, whether payable to NetApp or a NetApp Partner, shall constitute a material breach of this EULA. Upon expiration or termination of this EULA, You will promptly return or destroy all copies of the Software and Documentation, including any license enablement keys. Sections 1, 3, 5, 7, 8, 9, and 10 shall survive expiration or termination of this EULA.

**7. Software Copyright Information And Notices.** Software copyright information and other related details are included as part of notices in the Documentation or other documentation published by NetApp (e.g. NOTICES.TXT or NOTICES.PDF).

**8. Export Controls.** You acknowledge that the Software and Documentation supplied by NetApp under this EULA is subject to export controls under the laws and regulations of the United States, the European Union and other countries as applicable, and the Software may include export controlled technologies, including without limitation encryption technology. You agree to comply with such laws and regulations and, in particular, represent and warrant that You:

- a) shall not, unless authorized by U.S. export licenses or other government authorizations, directly or indirectly export or re-export the Software and Documentation to or use the Software and Documentation in countries subject to U.S. embargoes or trade sanctions programs;
- b) are not a party, nor will You export or re-export to a party, identified on any government export exclusion lists, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists; and
- c) will not use the Software and Documentation for any purposes prohibited by U.S. law.

You agree to provide NetApp end user information upon NetApp's request. You shall obtain all required authorizations, permits, or licenses to export, re-export or import, as required. You agree to obligate, by contract or other similar assurances, the parties to whom You re-export or otherwise transfer the Software to comply with all obligations set forth in this Section 8.

**9. Data Privacy.** Reserved.

**10. General.** NetApp does not waive any of its rights under this EULA by failing to or delaying the exercise of its rights or partially exercising its rights at any time. To the extent that any Section of this EULA, or part thereof, is determined to be invalid or unenforceable, the remainder of this EULA shall remain in full force and effect. This EULA may not be changed except by a written amendment executed by an authorized representative of each party. In the event of a dispute between the English and non-English version of the EULA (where translated for local requirements), the English version of this EULA shall govern, to the extent permitted by applicable laws. This EULA represents the entire agreement and understanding between NetApp and You with respect to the Software and Documentation. It supersedes any previous communications, representations or agreements between NetApp and You and prevails over any conflicting or additional terms in any quote, purchase order, acknowledgment, or similar communication between the parties.

**ATTACHMENT O**  
**CONTRACT EXCEPTIONS**  
**RFP# 99999-SPD0000139**  
**Exhibit B**  
**Professional Services Agreement**

**1 SCOPE OF AGREEMENT**

This Agreement sets forth the terms and conditions under which NetApp will provide Professional Services to Customer.

**2 DEFINITIONS**

- 2.1 **Affiliate.** Any entity, directly, or indirectly through one or more intermediaries, that is controlled by, or is under common control with a Party hereunder, but only for so long as such relationship exists. For the purposes of this definition, "control" means the ability to direct its affairs and/or to control the composition of its board of directors or ownership of more than fifty percent (50%) (or such lesser percent as may be the maximum that may be owned by foreign interests pursuant to the applicable laws of the country of incorporation) of (a) the shares of stock entitled to vote for directors in the case of a corporation; or (b) the equity or interests in profits in the case of a business entity other than a corporation.
- 2.2 **Agreement.** The main body of the terms and conditions of this SWC together with any and all Engagement Documents signed by the Parties hereto and documents referenced herein.
- 2.3 **Confidential Information.** Reserved.
- 2.4 **Deliverables.** Tangible materials expressly designated as Deliverables in the relevant Engagement Document.
- 2.5 **Engagement Document.** A NetApp-approved document, including but not limited to a statement of work, service brief or service description that defines the tasks, schedule of performance and/or Deliverables to be provided by NetApp.
- 2.6 **Hardware.** NetApp-branded hardware, including its components and spare parts, but excluding any firmware.
- 2.7 **IP Rights.** Patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 2.8 **Order Documentation.** The applicable NetApp price quotation, the Engagement Document and the corresponding Purchase Order.
- 2.9 **Pre-Existing IP.** IP Rights, existing, owned, or otherwise licensed by Customer or NetApp prior to entering into this Agreement or any Professional Services engagement.
- 2.10 **Products.** Hardware and Software, associated documentation, and any third-party branded products.
- 2.11 **Professional Services.** The technical consulting services to be provided by or on behalf of NetApp set forth in the relevant Order Documentation.
- 2.12 **Professional Services Materials.** Deliverables, materials, software, know-how, and/or information used, generated, created, developed or reduced to practice, including any modifications thereof or thereto, by or for NetApp during the provision of the Professional Services.
- 2.13 **Professional Services Resource.** A NetApp employee, supplier or subcontractor which NetApp utilizes to provide Professional Services to Customer.
- 2.14 **Purchase Order.** Reserved.
- 2.15 **Software.** NetApp software in object code format including (as applicable) operating systems, protocols, backup and recovery, disaster recovery, storage efficiency, and management software.

**3 SCOPE OF SERVICES**

- 3.1 **Projects.** NetApp will perform Professional Services in accordance with the Order Documentation, including the Engagement Document, as applicable, and this Agreement. NetApp may at its sole discretion require an Engagement Document to be executed prior to commencement of the Professional Services.
- 3.2 **Change Orders.** Changes to the Professional Services specified in a statement of work will not be effective unless a change request form has been executed by authorized representatives of both Parties and NetApp has received the applicable Order Documentation supporting the change.
- 3.3 **No Unique Services.** Professional Services are of a scalable, repeatable nature and, as such, the same or similar Professional Services have been and will continue to be provided to other NetApp customers. Any unique services requested by Customer shall be subject to separate written agreement. No custom development activity shall be performed as Professional Services.
- 3.4 **No Superuser Access.** In no event will Customer grant to Professional Services Resource root or "superuser" access at a server or network level and NetApp will have no responsibility or liability for loss or damage that results from or is related thereto. Such services shall be subject to a separate written agreement.

**4 ORDERS**

- 4.1 **Orders.** Customer will submit a Purchase Order to NetApp by electronic submission referencing this Agreement and the corresponding price quotation. Each Purchase Order will be based upon and refer to a valid and current price quotation and will include relevant Professional Services information. All Purchase Orders are subject to acceptance by NetApp.

- 4.2 Changes, Cancellation, and Rescheduling. Customer may modify or cancel Purchase Orders up to ten (10) days prior to any Professional Services start date.
- 4.3 Affiliates. Reserved.
- 5 ACCEPTANCE
- Acceptance by Customer of Professional Services will occur when such Professional Services are rendered and accepted by the customer.
- 6 FEES, EXPENSES AND PAYMENTS
- 6.1 Fees. Reserved.
- 6.2 Expenses. In addition to the foregoing, if specified in an Engagement Document or upon the Parties' mutual written consent, Customer will pay NetApp its actual out-of-pocket expenses, including travel, as reasonably incurred by NetApp during the performance of the Professional Services.
- 6.3 Invoicing. NetApp shall be entitled to invoice Customer in accordance with the applicable Engagement Document.
- 6.4 Payment Terms. Reserved.
- 6.5 Remedies for Non-payment. Customer payment of an amount less than the invoice amount will not be deemed as acceptance of payment in full, nor will any endorsement or statement on any check or letter accompanying any payment or check be deemed an accord and satisfaction. NetApp may accept such payment or check without prejudice to NetApp's right to recover the balance of any amount due or pursue any other remedy provided for in this Agreement or by law or in equity.
- 6.6 Taxes and Duties. Reserved.
- 7 DURATION AND EXPIRATION OF PROFESSIONAL SERVICES BASED ON TIME AND MATERIAL ENGAGEMENT
- In relation to Time and Material ("T&M") Professional Services, NetApp will provide to Customer a Professional Services Resource qualified at the skill level purchased by Customer, to perform T&M Professional Services, at an agreed Customer Site or remotely, for the total amount of hours and/or days set forth in NetApp's price quotation and Customer's Purchase Order. T&M Professional Services purchased on an hourly basis will be performed in minimum increments of four (4) consecutive hours. For T&M Professional Services purchased on a daily basis, a "day" constitutes at least four (4) hours but not more than eight (8) hours in a single calendar day, or whenever aggregate overtime hours (those exceeding eight (8) hours on a calendar day), exceed four (4) hours but not more than eight (8) hours. T&M Professional Services will be available to Customer for one (1) year from the Purchase Order date. Customer payments are nonrefundable, and credit for any unused T&M Professional Services will not be available.
- 8 DIRECT WARRANTY
- 8.1 All Services provided hereunder shall be performed in a workmanlike manner consistent with industry standards such as TIA-942, ISO/IEC 24764 or BIC SI 002-2014. User Agency shall notify Contractor promptly of any claimed breach of this Services warranty. User Agency's sole and exclusive remedy for any breach of warranty shall be, at Contractor's option, re-performance of the Services or termination of the applicable Equipment List or SOW, and return of the portion of the fees paid to Contractor by User Agency for such non-conforming Services.
- 8.2 Exclusive Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE FOREGOING WARRANTY AND REMEDY ARE CUSTOMER'S SOLE EXCLUSIVE WARRANTY AND REMEDY. NETAPP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 9 INTELLECTUAL PROPERTY RIGHTS – Reserved.
- 10 CONFIDENTIALITY - Reserved
- 11 COMPLIANCE WITH LAWS
- 11.1 Compliance. Reserved.
- 11.2 Export. Customer acknowledges that Deliverables and Professional Services supplied by NetApp under this Agreement are subject to export controls under the laws and regulations of the United States, and other countries as applicable, and that Deliverables and Professional Services may include export controlled technologies, including without limitation encryption technology. Customer agrees to comply with such laws and regulations and, in particular, represents and warrants that it: (a) will not, unless authorized by U.S. export licenses or other government authorizations, directly or indirectly export or re-export Deliverables and Professional Services to (or use Deliverables and Professional Services in) countries subject to U.S. embargoes or trade sanctions programs; (b) is not a party, nor will it export or re-export to a party, identified on any government export exclusion lists, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists; and (c) will not use Deliverables and Professional Services for any purposes prohibited by United States law, including but without limitation, the development, design, manufacture or production of nuclear, missile, chemical biological weaponry or other weapons of mass destruction. Customer agrees to provide NetApp end use and end user information upon NetApp's request. Customer will obtain all required authorizations, permits, or licenses to export, re-export or import, as required. Customer agrees to obligate, by contract or other similar assurances, the parties to whom it re-exports or otherwise transfers Deliverables and Professional Services to comply with all obligations set forth herein.
- 11.3 Anti-Bribery. Each Party will comply with all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to the requirements of the U.S. Foreign Corrupt Practices Act, as amended, the U.K. Bribery Act, and legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

## 12 MISCELLANEOUS

- 12.1 **Force Majeure.** Neither Party will be liable to the other for any alleged loss or damages resulting from acts of God, acts of civil or military authority, governmental priorities, fire, floods, earthquakes, epidemics, quarantine, energy crises, strikes, labor trouble, terrorism, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of a Party (collectively, "Force Majeure"). Force Majeure will not relieve the obligation of any payments due hereunder for Professional Services actually performed. If the Force Majeure event continues for more than thirty (30) days, the Parties will negotiate in good faith the termination of the affected Order Documentation.
- 12.2 **Data Privacy and Recovery. Reserved.**
- 12.3 **Data Protection. Reserved.**
- 12.4 **Hazardous Environments.** Deliverables are not designed or intended for use in or in the design, construction, operation or maintenance of a nuclear facility or similar hazardous environment. NetApp will not be liable for any damages resulting from such use.
- 12.5 **Notices.** Any notice required under this Agreement will be provided in writing and delivered in person or by express courier, or e-mail followed by confirmation by mail, addressed as set forth below. All notices will be deemed to have been given and received on the earlier of actual delivery or five (5) days from the date of postmark. All notices will be directed to:

**NetApp:**  
NetApp, Inc.  
Attn: Legal Department  
495 East Java Drive  
Sunnyvale, CA 94089

**Customer:**  
Attn: [Customer Contact]  
Customer Address:

- 12.6 **Waiver.** Any waiver or failure to enforce any provision of this Agreement on any occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Either Party's exercise of any right or remedy provided in this Agreement will be without prejudice to its right to exercise any other right or remedy.
- 12.7 **Severability.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof will be unaffected and remain in full force and effect.
- 12.8 **Assignment. Reserved.**
- 12.9 **Subcontractors.** NetApp may use subcontractors to fulfill its obligations under this Agreement.
- 12.10 **Insurance. Reserved.**
- 12.11 **Third Party Beneficiaries.** If required by NetApp's agreement with a third party licensor, NetApp's licensor will be a direct and intended beneficiary of this Agreement and may enforce it directly against Customer.
- 12.12 **Independent Contractors.** The relationship of the Parties under this Agreement is that of independent contractors. Nothing set forth in this Agreement will be construed to create the relationship of principal and agent, franchisor/franchisee, joint venture, or employer and employee between the Parties. Neither Party will act or represent itself, directly or by implication, as an agent of the other Party.
- 12.13 **Publicity. Reserved.**
- 12.14 **English Language. Reserved.**
- 12.15 **Headings Construction. Reserved.**
- 12.16 **Counterparts. Reserved.**
- 12.17 **Survival of Terms. Reserved.**
- 12.18 **Entire Agreement. Reserved.**