



State of Georgia

State Entity: Georgia Trauma Care Network Commission

Request for Proposals (“RFP”)

Event Name: Individual Bleeding Control Kits

RFP (Event) Number: GTC_STBGA2017.1

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §50-5-50 et seq.), this Request for Proposals (“RFP”) is being issued to establish a contract with a qualified supplier who will provide “Bleeding Control Kits” to the *Georgia Trauma Care Network Commission* (hereinafter, “the State Entity”) as further described in this RFP.

OVERVIEW: State entity requests bleeding control kits with the following listed contents under “Individual Bleeding Control Kit Contents”. All contents should be non-expiring and be packaged in a red zipper bag externally labeled “Bleeding Control”. Delivery charges should be included in pricing. If delivery will include tracking capabilities, item replacement, custom printing of instructions and/or labels, please be sure to highlight in your proposal.

Individual Bleeding Control Kit Contents:

- 1 Pressure Bandage with Integrated Trauma Pad and Velcro (4 or 6 Inches)
- 1 5x9 ABD Pad
- 2 Individually Packaged Rolled or Folded Gauze (Width 2-3 Inches, Length 4-5 Yards)
- 1 C.A.T. Tourniquet (Orange)
- 2 Pairs of Large Nitrile Gloves (Not Black)
- 1 Pair of Trauma Shears
- 1 Roll of Tape (Width 1-2 inches, No Length Specified, No Paper)
- 1 Permanent Marker

“Uncontrolled bleeding is the number one cause of preventable death from trauma. The greater the number of people who know how to control bleeding in an injured patient, the greater the chances of surviving that injury.” Reference ‘Stop the Bleed: Save a Life’ published by the American College of Surgeons. “Stop the Bleed” (www.bleedingcontrol.org) is a nationwide initiative of the American College of Surgeons and the Hartford Consensus that helps train and prepare citizens in the event they are witness to a massive bleeding situation.

Trauma professionals from across the state of Georgia have come together on a voluntary basis to develop a plan to distribute training and equipment to public schools. Phase one of the statewide Stop the Bleed initiative is to provide the life-saving education to all teachers, administrators, counselors, and equip all of our public school classrooms with Individual Bleeding Control Kits. Our budget is \$1,000,000 to purchase the most Individual Bleeding Control Kits as possible.

1.2. RFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the State Entity 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 RFP.

1.3. Overview of the RFP Process

The objective of the RFP is to select a qualified supplier to provide the goods and/or services outlined in this RFP to the State Entity. This RFP 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 suppliers' responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP 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 the State Entity will make a single award; however, please refer to Section 6.7 "Selection and Award" of this RFP for information concerning the State Entity's actual award strategy (single, multiple, split awards, etc).

1.4. Schedule of Events

The schedule of events set out herein represents the State Entity's 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 RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	04/01/2017	5:00 p.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	04/15/2017	5:00 p.m. ET
Responses to Written Questions	05/01/2017	5:00 p.m. ET
Proposals Due/Close Date and Time	05/15/2017	5:00 p.m. ET
Proposal Evaluation Completed (on or about)	2 to 3 Weeks after Closing	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	2 to 3 Weeks after Closing	TBD
Negotiations with Identified suppliers (on or about); discretionary process	2 to 3 Weeks after Closing	TBD
Final Evaluation (on or about)	2 to 3 Weeks after Closing	N/A
Finalize Contract Terms	2 to 3 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	2 to 3 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

*In the event the estimated value of the contract is less than \$100,000, the State Entity reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Buyer)

Dena Abston, Executive Director

dena@gtcnc.org

706-841-2800

410 Chickamauga Avenue, Suite 332

Rossville, Georgia 30741

1.6. Definition of Terms

Please review the following terms:

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

State Entity – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this RFP.

State’s Evaluation Team - Georgia Trauma Care Network Commission members, Issuing Officer, and others as defined by State Entity chairman or Executive Director.

Evaluation Team – chosen by Issuing Officer

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

1.7. Contract Term

The initial term of the contract(s) is for one calendar year from the execution date of the contract(s). The State Entity shall have up to three one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this RFP 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, the State Entity may, with the written consent of the awarded supplier(s), extend the contract(s) for such period of time as may be necessary to permit the State Entity’s continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Offerors

By submitting a response to the RFP, 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. Restrictions on Communicating with Staff

From the issue date of this RFP until the final award is announced, Offerors 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 (if any), or as defined in this RFP 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. The State Entity reserves the right to reject the proposal of any Offeror violating this provision.

2.1.2. Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 “Issuing Officer” of this RFP. 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 the State Entity 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 RFP must be submitted in the following format:

Company Name

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

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

2.1.3. Attending Bidders/Offerors' Conference – NOT APPLICABLE FOR THIS RFP

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this RFP. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The State Entity 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.

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

Prior to contract award, the State Entity must be assured that the selected supplier has all of the resources to successfully perform under the 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 on-going needs of the State Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the supplier's ability to perform, if awarded, the State Entity 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 business days to submit the information requested.

2.1.5. Failing to Comply with Submission Instructions

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

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

The State Entity reserves the right to reject any or all 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 the State Entity to reject responses **that do not contain all elements and information requested in this RFP**. 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 RFP requirements, which determination will be made by the State Entity on a case-by-case basis.

2.1.7. State's Right to Amend and/or Cancel the RFP

The State Entity reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda to the Georgia Procurement Registry. **EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE. ALL SUPPLIERS ARE ENCOURAGED TO FREQUENTLY CHECK THE GPR FOR ADDITIONAL INFORMATION.** Finally, the State Entity reserves the right to cancel this RFP at any time.

2.1.8. Protest Process

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

2.1.9. 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 response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

2.1.10. ADA Guidelines

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

2.1.11. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law on the Georgia Trauma Care Network Commission website at www.georgiatraumacommission.org 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 Entity'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 Entity's posting of the Notice of Intent to Award (or the Notice of Award in the event the State Entity does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted as part of the supplier's response shall not be subject to public disclosure. The State Entity 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.

2.1.12. Registered Lobbyists

By submitting a response to this RFP, 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 RFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the RFP provides instructions regarding the process for reviewing the RFP, preparing a response to the RFP and submitting a response to the RFP.

2.2.1. RFP Released

The release of this RFP is formally communicated through the posting of this RFP on the Georgia Trauma Care Network Commission website at www.georgiatraumacommission.org.

2.2.2. RFP Review

The RFP consists of the following:

1. This document, entitled “The State Entity RFP Document”, and
2. Any and all documents provided by the State Entity as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information contained in the RFP, including all documents available as attachments or available through links. Any difficulty accessing the RFP or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5).

2.2.3. Preparing a Response

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 files using the corresponding section numbers of the RFP or any other logical name so that the State Entity can easily organize and navigate the supplier’s response.

2.2.4. Packaging the Response

The supplier’s proposal, in response to this RFP, must be divided into two (2) appropriately labeled and sealed packages - a Technical Proposal and a Cost Proposal.

The contents of each package will include:

1. Technical Proposal
 - Signed Certificate of Non-Collusion
 - Supplier’s General Information Worksheet
 - Tax Compliance Form (download through link available in Supplier’s General Information Worksheet)
 - Technical Proposal (including all worksheets and required attachments); and
 - Contract Exceptions (if any).

DO NOT INCLUDE ANY COST INFORMATION IN YOUR TECHNICAL SUBMISSION.

2. Cost Proposal
 - The supplier must use the Cost Proposal form attached to this RFP

2.2.5. “Hard Copy” and Electronic Copies Required

Supplier must provide the following number of copies:

1. Technical Proposal:
 - 2 hard copies, with one (1) marked “Original” with original signatures; and
 - 1 copy via email to dena@gtcnc.org.
2. Cost Proposal:
 - 2 hard copies, with one (1) marked “Original” and with original signatures; and
 - 1 copy via email to dena@gtcnc.org.

2.2.6. Electronic Copies

Use commonly accepted software programs to create electronic files. The State Entity 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 RFP 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 the State Entity is unable to open an electronic file because the State Entity 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.

2.2.7. Submitting the Response

Mark the outside of shipping package as follows:

Name of Company
Point of Contact for Company and Phone Number
RFP# **GTC_STBGA2017.1**

The supplier's complete response must be received on or before the due date and time at the following location:

Dena Abston
410 Chickamauga Avenue, Suite 332
Rossville, Georgia 30741

All proposals will be time stamped by the State Entity upon receipt. Proposals received after the due date and time will not be evaluated.

3. General Business Requirements

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

3.1. 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 contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish the State Entity 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 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 the State Entity.

The supplier is required to maintain the following insurance coverage's during the term of the 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 contract to obtain an

insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

	Bodily injury by accident - per employee	\$100,000;
	Bodily injury by disease - per employee	\$100,000;
	Bodily injury by disease – policy limit	\$500,000.
2)	Commercial General Liability Policy with the following minimum coverage:	
	Each Occurrence Limit	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	General Aggregate Limit	\$ 2,000,000
	Products/Completed Ops. Aggregate Limit	\$ 2,000,000
3)	Automobile Liability	
	Combined Single Limit	\$1,000,000

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 the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity 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.

4. RFP Proposal Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to complete and return the Worksheet titled "Supplier General Information".

Unless requested otherwise, all responses must be provided within the Excel worksheet and not as a separately attached document. The worksheet together with any and all other documents submitted in response to Section 4 of this RFP will be considered the supplier's technical proposal.

The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State Entity will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet the State Entity's needs as defined in this RFP. 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 Entity expects to be satisfied by the selected Offeror. Each Offeror must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

4.2. Supplier General Information

Each supplier must complete all of the requested information in the attached file entitled **Supplier's General Information Worksheet**.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.3. Additional Information

Please access and review all of the attachments provided by the State Entity with this RFP to ensure you have responded to all requests for information.

5. Cost Proposal

5.1. Cost Proposal

Each supplier is required to submit a cost proposal as part of its response. The 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 contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, 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; and
4. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract.

5.2. Cost Structure and Additional Instructions

The State Entity’s 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, the State Entity requires that each supplier’s cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned 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.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer”.

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 Entity based on a combination of technical and cost factors. Based on the results of the initial evaluation, the State Entity may or may not elect to negotiate technical and/or cost factors as further described in the RFP. 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” of this RFP. Once the evaluation process has been completed (and any negotiations the State Entity desires to conduct have occurred), the apparent successful supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity’s contract. The State Entity will announce the results of the RFP as described further in 6.9 “Public Award Announcement” of this RFP.

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 received by deadline
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. 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.

6.3. Negotiations of Proposals and/or Cost Factors

State Entity 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. Although this section addresses DOAS' right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), DOAS/State Entity reserves the right to conduct any other negotiations authorized by law.

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

6.6.1. Overview of Negotiations

After the Evaluation Team has scored the suppliers' proposals, the State Entity 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."

The State Entity 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 the State Entity elects to negotiate pursuant to Section 6.6, the State Entity 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 the State Entity may reasonably negotiate as defined below. In the event the State Entity determines the number of responsive and responsible suppliers is so great that the State Entity cannot reasonably conduct negotiations (which determination shall be solely at the State Entity's discretion and shall be conclusive), the State Entity may elect to limit negotiations to the top three (3) ranked suppliers as determined by the Evaluation Team.

6.6.4. Negotiation Round Completion

As part of each round of negotiation, the State Entity may or may not engage in verbal discussions with the suppliers. However, whether or not the State Entity 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 the State Entity.

6.7. Selection and Award

The responsive and responsible supplier receiving the Evaluation Team recommendation and with whom the State Entity is able to reach agreement as to contract terms will be selected for award.

6.8. Site Visits and Oral Presentations

The State Entity 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 Trauma Care Network Commission website at www.georgiatraumacommission.org. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the State Entity's 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 THE STATE ENTITY. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

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

7. Contract Terms and Conditions

The contract that the State Entity expects to award as a result of this RFP will be based upon the RFP, the successful supplier's final response as accepted by the State Entity. The "successful supplier's final response as accepted by the State Entity" shall mean: the final cost and technical proposals submitted by the awarded supplier and any subsequent revisions to the awarded 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 RFP, and any other terms deemed necessary by the State Entity, except that no objection or amendment by the supplier to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the supplier's objection or amendment in writing.

Please review the State Entity's contract terms and conditions prior to submitting a response to this RFP. Suppliers should plan on the contract terms and conditions contained in this RFP being included in any award as a result of this RFP. 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 RFP and the potential resulting contract.

Exception to Contract

By submitting a proposal, each supplier acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with the State Entity 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. The State Entity reserves the right to proceed to discussions with the next best ranked supplier.

The State Entity reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the State Entity, 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 RFP Attachments

The following documents make up this RFP. Please see Section 2.2.2 "RFP 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. State Entity RFP (this document)
- B. SPD-SP012 Certificate of Non-Collusion
- C. SPD-SP054 Immigration and Security Form
- D. Supplier's General Information Worksheet from Section 4.2 of this RFP