



*Office of Procurement Management*

# PROCUREMENT POLICIES AND PROCEDURES MANUAL

## Version Control

Version	Date	Description
1.0	5/19/2011	Initial document release
2.0	12/31/2014	Document, Revised 2015
3.0	04/17/2017	Document, Revised 2017
4.0	02/01/2021	Document, Revised 2021

Note: GTA Procurement Management Office, at its option, may change, delete, suspend, or discontinue parts or the policy in its entirety, at any time without prior notice.

**ADOPTED:**

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# **1 INTRODUCTION**

This document has been developed by GTA Procurement Management to establish the general policies and procedures for the planning, development, solicitation, award and management of procurements conducted for GTA.

## **1.1 Procurement Overview**

### **1.1.1 Purpose and Mission**

The GTA has established a centralized Office of Procurement (OP) to perform the Authority's purchasing functions. It is the mission of Procurement Management to contribute to the efficiency and effectiveness of procuring IT goods and services; defining procurement processes and functions; promote fiscal responsibility; and help improve customer satisfaction for GTA.

### **1.1.2 Role in the Organization**

Under GTA's establishment as an Authority of the State of Georgia and an exempted entity to the DOAS State Purchasing Act, GTA Procurement Management is the primary office with full autonomous and unlimited scope of responsibility for conducting all actions regarding the procurement of supplies, equipment, goods and initial contractual services for GTA. For purposes of this manual, "GTA" means all organizations, divisions, offices, and customers administratively supported by GTA.

### **1.1.3 Enabling Authority**

In accordance with O.C.G.A 50-25-4 and the By-laws of GTA, Procurement Management is duly authorized and delegated with unlimited procurement authority by the GTA Executive Director to act on behalf of GTA in all public procurement activities. Procurement Management is authorized to carry out all other duties and responsibilities of State of Georgia governmental procurement in a manner consistent with prevailing practices, means, and methods, and is relied upon to provide direction in doing so. Procurement Management will adhere to all applicable State of Georgia laws, rules, regulations, policies, and mandates governing procurement of goods and services and the disposition of State property.

## **1.2 GTA Procurement Manual (GTA PM)**

The GTA Procurement Manual (GTA PM), issued by the GTA is the reference source for GTA procurement practices and policies.

### 1.3 Procurement Duties and Responsibilities

The GTA Chief Procurement and Sourcing Officer has managerial responsibility for the three pillars of public sector procurement: sourcing, procurement and contract management/governance.

The foundation for obtaining goods and services include strategic tasks of sourcing to provide consistent and quality procurement services to GTA in accordance with all applicable laws, rules, regulations, and policies for the administrative and operational procurement needs of GTA.

GTA Procurement Management (Procurement) is an administrative support function. The staff of the Procurement Management has the responsibility for recommending and prescribing uniform procedures for requisitioning, buying and receiving goods and services. The following are some of the tasks associated with the procurement of goods and services for the administrative and operational needs of GTA, which broadly include:

1. Implementing authority-wide procedures for procurement of operational and project goods and services, including information technology, capital equipment/improvements and consultative services.
2. Determining the proper and most effective procurement sourcing method for obtaining required goods and services to take maximum advantage of competitive processes, purchasing power and volume discounts.
3. Interfacing with the marketplace suppliers who may be interested in providing goods and/or services by conducting formal interviews with prospective suppliers, contractors and professional firms.
4. Issuing public solicitations such as Requests for Quotes, Proposals, Sealed Bids, Information and Professional Qualifications for GTA projects and initiatives.
5. Helping assemble and manage stakeholder committees for development of procurement evaluation criteria.
6. Conducting pre-bid conferences.
7. Conducting bid openings.
8. Facilitating the evaluation of proposals.
9. Producing public bid result notices; procurement recommendation and justification reports and other selection related reports.
10. Working closely with the office of the GTA General Counsel and Contract Management in drafting, collaborating on various contractual related documents for GTA.
11. Issuing purchase orders (POs).
12. Administers and manages GTA's Purchasing Card (P-Card) Program as a participant in the DOAS's Statewide P-Card Program.

13. Acting as the sole creator of Receiving Reports within the State's recognized Financial system, coordinating with GTA Accounts Payable and the GTA Business Owner,
14. Studying industry and market trends, reviewing current developments, literature and technical sources of information for advising senior staff in matters of strategic sourcing and procurement.
15. Facilitating procurement disputes and protests utilizing GTA PM procedures as appropriate and set forth herein.
16. Training and cross training all GTA personnel involved in the procurement process in the implementation of the procedures of this manual and other procedures as appropriate. The GTA Procurement Office also works with Department of Administrative Services' (DOAS) State Purchasing Division (SPD) and other nationally recognized Procurement related organizations and training centers to facilitate training and certification of staff, as appropriate.

Although the Procurement Management Office is responsible for managing the activities described above, the procedures contained in this manual are applicable to all GTA personnel involved in the requisitioning, receiving, use, transferring, and replacement of any and all goods and services utilized for GTA.

## **1.4 Exceptions**

Any exceptions to any requirement described in these policies and procedures may only be granted by the express written approval of the Chief Procurement and Sourcing Officer and/or the Procurement Director, and the GTA Executive Director and/or the GTA Deputy Executive Director and/or the GTA Chief Financial Officer, if deemed necessary, to the extent that such exception does not conflict with the GTA By-Laws or the laws of the State of Georgia.

GTA Business Owner requests for exceptions must be made by the respective senior officer or designated office director in the normal requisition submission process to Procurement Management, along with a detailed statement of justification for the exception.

The Chief Procurement and Sourcing Officer and/or the Director of Procurement may also make exceptions to the requirements and thresholds on behalf of departments or GTA if Procurement Management deems that an exception may be in the best interest of GTA. Such requests will be communicated to the office director and the Senior Officer (with copy to the Executive Director and/or other appropriate member of GTA's Executive Leadership.).

If the requested exception is approved, Procurement Management will carry out such determination prescribed by the Chief Procurement and Sourcing Officer and/or the GTA Procurement Director. If the exception is denied, Procurement Management will follow the normal course for the procurement.

## **1.5 Manual Revisions**

This manual supersedes any or all previous GTA Procurement manuals.

While every effort is made to keep the contents of this document current, GTA Procurement Management reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in the manual with or without prior notice to offices.

## **2 PROCUREMENT POLICIES AND PROCEDURES**

### **2.1 The Procurement Cycle Overview**

The public procurement cycle includes all functions and procedures involved in the procurement of goods and services from the time the need is determined by the GTA Supported Office until such goods and/or services are received, used and disposed of.

#### **2.1.1 Phase I - Procurement Planning**

GTA will assess and determine the need for a product or a service, in what quantity, and when the product or services must be delivered. Once the need is determined, the GTA business owner develops and submits a procurement requisition for approval. Procurement Management and the requesting Business Owner engage in procurement planning discussions to further define and plan the appropriate method of procurement.

#### **2.1.2 Phase II – Supplier Sourcing and Selection**

Procurement Management researches availability of existing contractors and open market suppliers to source from, decides the best method of procurement and conducts the appropriate procurement and award procedures to obtain the required product and/or services.

### **2.2 Procurement Planning Procedures (Phase I)**

#### **2.2.1 Policy**

GTA Procurement Management is responsible for establishing, implementing, and maintaining the appropriate requisition method, processes, and tools for use by all GTA in submitting requests for procurements.

#### **2.2.2 Procurement Planning**

When a need arises to purchase goods and/or services, the Requesting Business Owner must consider the level of complexity, volume, dollar value, any unknowns of the needed purchase, and engage the expertise of Procurement Management early in the planning process office for assistance. The Requesting Business Owner is responsible for identifying the specifications or scope of the requirements, such as recommended manufacturer/brand, model, quantity, size, functionalities, features, capabilities, minimum scope of work, and project deliverables.



Should the needed goods and/or services require a competitive bid solicitation, Procurement Management will collaborate with the Requesting Business Owner and plan the procurement phases of the process. (Also, see section 3.4.5 Formal Bid Solicitations)

### **2.2.3 Requisition Submission**

The official requisition method to be used by GTA for requesting Procurement services is provided in Appendix 8.2, GTA Procurement Requisition Method and Process Guide. Requisitions issued by Business Owner must be submitted per the GTA Procurement Requisition Method to Procurement Management with the appropriate documentation and approvals.

The following are requirements for requesting goods and services:

- a. The Procurement Requisition must provide a clear description of supplies and equipment required, including any known item or catalog number, product code or other nomenclature that provides accurate item identification. For procurements involving services, the scope of work and requirements of the needed goods and/or services will be provided by the Requesting Business Owner.
- b. Requesting Business Owner should determine budget amounts and obtain required approvals prior to submitting the requisition to Procurement Management.
- c. The Requisition must indicate a reasonable requested delivery date in the "Date needed" block. The typical processing time from receipt of a Requisition to actual order averages approximately three (3) working days for standard, non-emergency or non-special items. Lead time for actual receipt of the item(s) varies by supplier and the particular item(s) ordered.
- d. For procurements conducted through a competitive bid solicitation, determining the appropriate turnaround time for delivery of the good or service or contract commencement must take into consideration. Expected process lead times to be developed in coordination with the Procurement Management office.
- e. For "rush" or Emergency Purchases of \$25,000 and above, needing an exception to the competitive bidding requirements and an expedited PO released within 1 to 2 business days, the requesting Business Owner must provide a detailed justification.
- f. The Requisition should reflect any supplier or provider (if known) for the item(s) requested, although Procurement Management may use its own sources for actual acquisition. Any tentative bids, quotes, or specifications received by the requesting Business Owner should be indicated on, or attached to, the Requisition.

#### **2.2.3.1 Exceptions**

Verbal requests for procurement activities are not satisfactory substitutes in lieu of GTA's official requisition method, except in emergencies. An official requisition must follow any such request made in an emergency situation.

## **2.3 Supplier Sourcing and Selection Procedures (Phase II)**

### **2.3.1 Policy**

Procurement Management will procure goods and services using competitive methods whenever required and practicable and will operate under the procurement parameters and procedures of this GTA PM which prescribes the competitive bidding thresholds.

### **2.3.2 General Process for Purchasing Goods and Services**

All requests for services provided by Procurement Management must be initiated by proper authorization of the respective Office Director, Senior Office or their designated staff member.

The following are the general supplier sourcing procedures and practices for obtaining goods and services:

- a. Procurement Management will determine the best acquisition methods that comply with bidding parameters. Procurement Management will recommend award to suppliers reflecting the final price. The Business Owner will submit a requisition affirming the selection. The Procurement Management Office will prepare and issue a Purchase Order (PO). The approved and signed PO is forwarded electronically by email or fax to the awarded supplier and to all other appropriate internal parties.
- b. When notified in writing either by Business Owner or Accounts Payable, The Procurement Management Office will electronically receive the goods/services, into the State's Financial System. An invoice is approval by the Business Office for release of funds, sending the approved invoice to Accounting for further processing.
- c. The Business Owner will enforce the contractual guarantee or warranty applying to the goods or services purchased, engaging GTA General Counsel or GTA Contracts for assistance, as needed.
- d. If any Business Owner has difficulty in obtaining satisfactory performance including service as provided for in a guarantee or warranty, under a contract handled, approved or otherwise authorized by the GTA; the office shall refer the matter to GTA Contracts or GTA General Counsel.
- e. The Business Owner notifies the supplier when latent/other defects are discovered in equipment or fails to provide the agreed to services. In the event the supplier fails to remedy the condition reported and the contract was handled, approved or otherwise authorized by the GTA, the matter shall be referred to GTA Contracts and/or GTA General Counsel.

### **2.3.3 Purchasing Goods and Services Using the State of Georgia Purchasing Card Program**

Use of the State of Georgia Purchasing Card (P-Card) by approved GTA Cardholders for the purchase of goods and services will be in compliance with the policies and procedures in the DOAS State P-Card Policy, available on the DOAS website and the GTA P-Card Manual (available on the myGTA intranet site).

### **2.3.4 Purchasing Goods and Services for IT Infrastructure Services and Managed Network Services through the GTA GETS™ Program**

GTA has awarded Master Service Agreements (MSAs) to service providers for IT Infrastructure Services (IS) and Managed Network Services (MNS).

Internal GTA requirements for IT Infrastructure Services (IS) and Managed Network Services (MNS) that are provided by the GTA Service Management Organization (SMO) service providers must be submitted in accordance with the latest processes and tool(s) for service delivery requests and ordering.

#### **2.3.4.1 IT Infrastructure Services (IS)**

The general Infrastructure Services include support and delivery of:

- Server and Hosting
- Mainframe and Hosting
- End-User Computing (EUC), including desktop support, LAN support, and messaging services
- Print to Mail and Capitol Hill Courier Services
- Managed Network Security

In addition, the technical environments include:

- Data centers and computing facilities

#### **2.3.4.2 Managed Network Services (MNS)**

The general Managed Network Services include:

- Common Network
- Wide Area Network (WAN)
- Local Area Network (LAN)
- Voice
- Video Conferencing

#### **2.3.4.3 Ordering Considerations**

The following are general considerations for obtaining goods and services through the SMO for IS and MNS:

1. Obtain IS and MNS service catalog and delivery ordering instructions through the SMO provided website for GETS participating agencies available on the myGTA intranet website.

2. Shop the on-line catalog and prices to determine the services to be procured. Contact the IS and MNS Service Desk as need for assistance with ordering.
3. Submit an order request for the needed IS/MNS services for review, approval and purchase using the IS/MNS on-line ordering systems.

### **3 PROCUREMENT METHODS AND PROCESSES**

#### **3.1 Types of Procurements for Goods and Services**

The Procurement Management Director and/or Agency Procurement Officer (APO) will determine the type of procurement to be conducted and the method of solicitation appropriate for procurements. The types of procurements that may be conducted by Procurement Management include the following:

##### **3.1.1 Non-Competitive Solicitations and Procurements**

Non-competitive solicitations and procurements involve obtaining marketplace information from suppliers or procuring goods and/or services without conducting a competitive procurement among interested suppliers. Procurement Management generally obtains one quote, bid or proposal, or pre-determined/negotiated fixed price. These procurements are generally used for the following situations:

- Marketplace information is needed from suppliers
- Mandatory source purchases
- Statewide and agency contract purchases
- Cooperative purchasing agreement purchases
- Sole brand or sole source purchases
- Emergency purchases
- Exceptions granted by proper GTA authorization
- Open market purchases (below bidding dollar thresholds)

##### **3.1.2 Competitive Procurement Solicitations**

Competitive procurement is the primary solicitation type used to procure goods and/or services greater than the maximum non-competitive dollar threshold and is also routinely used for selecting suppliers when the exact specifications and/or scope are clearly defined. A “bid” or “proposal” is defined as an offer to provide labor, materials, equipment and/or services. Procurement Management makes an award to the responsive and responsible bidding bidder providing the lowest total price, or to the bidder providing the best value or qualified proposal. Methods of competitive procurement solicitations include:

- Request For Quote (RFQ)
- Request For Proposal (RFP)
- Request For Qualified Contractors (RFQC)
- Statement of Need (SON)

## **3.2 Non-Competitive Solicitations and Procurements**

### **3.2.1 Request For Information (RFI)**

A Request For Information is a solicitation issued to a one or more suppliers for the purpose of obtaining information regarding products and services currently available from the open industry market. No contract or Purchase Order is issued based on this solicitation.

Actions include, but are not limited to, the following:

- Business Owner submits a Requisition to GTA Procurement Management to request information from the marketplace regarding general product and/or services. The express purpose is to survey suppliers and industry markets for potential GTA procurement requirements.
- GTA Procurement Management coordinates development and manages the RFI solicitation events, to include overseeing the evaluation of bidder responses.
- GTA Business Owner implements follow-up strategy and decisions based on the RFI results.

### **3.2.2 Open Market Purchases**

An open market purchase is defined as the purchase of goods and services, where the expenditure of public funds is less than the dollar value threshold, collectively throughout the fiscal year, for competitive bids specified in the DOAS GPM (See Appendix 8.2). If the needed good or service resource can reasonably be expected to be acquired for less than the competitive dollar threshold and are not available on state contracts or through statutorily required sources, the purchase may be procured without competitive bidding. Nothing in this rule shall apply to or affect the laws rules and regulations governing emergency or exempt purchases.

### **3.2.3 Sole Brand Purchases**

#### **3.2.3.1 Policy**

In accordance with DOAS GPM, a sole-brand purchase is a competitive solicitation which includes specifications restricting offered goods to a specific manufacturer or owner's brand. Before making a determination that only one specific brand of goods will meet the GTA's critical business requirements, GTA Procurement may research the market to determine if other brands exist which can also satisfy procurement requirements in a timely manner. Sound procurement practice requires that a sole-brand solicitation be used only when it is the last justifiable option, and not as an attempt to contract for a favored brand of goods. An example of the appropriate use of the sole-brand justification may include certain situations where a specific piece of equipment is needed to match existing equipment or is a replacement.

A sole-brand determination allows GTA Procurement to process a competitive solicitation with the insertion of "No Substitute" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer.

## **3.2.4 Sole Source Purchases**

### **3.2.4.1 Policy**

A Sole Source procurement is a purchasing situation in which a particular supplier (or consultant) is identified as the only qualified source available to fulfill the requirement for a particular product or service with a procurement value greater than the maximum non-competitive, bid dollar threshold as defined in the Georgia Procurement Manual. For goods/services only available from a single manufacturer reseller, a verification letter from the Original Equipment Manufacturer (OEM) may be required and obtained by Procurement.

Sole source procurements will be made pursuant to a determination by the Procurement Director or authorized GTA Procurement Official, that there is only one source for the required supply or service. This determination may be made upon investigation by Procurement Management of an apparent sole source discovery through market research, a competitive procurement or public notice of intent to sole source, and GTA's written justification with approval by the Director of Procurement Management and any other required approvals by GTA senior leadership.

Actions include, but are not limited to, the following:

- GTA Business Owner submits a Requisition and appropriate supporting documentation to GTA Procurement Management for the requested purchase, to include: a sole source justification (if known to be necessary for fulfilling the good and/or service needed); and a vendor quote or proposal if obtained.
- The GTA Procurement Director, or designee, will review the submitted Requisition, and any supporting documentation, to determine if a sole source purchase is appropriate for approval pursuant to the GPM.
- The assigned GTA Procurement Official will conduct sole source procurement and award activities in compliance with the GTA PM.

## **3.2.5 Emergency Purchases**

### **3.2.5.1 Policy**

An emergency purchase is a goods and/or services requirement that must be delivered the same or next business day based on an emergency circumstance that exists where normal purchasing procedures cannot be utilized without extremely detrimental effects upon the operation of GTA and/or the State's business.

Actions include, but are not limited to, the following:

- GTA Business Owner contacts the GTA Procurement Management, by phone and/or email, to provide justification and ordering information about the emergency circumstance requiring prompt procurement action to obtain the needed goods and/or services for same or next business day delivery turnaround. Business Owner will follow-up and submit an official Requisition to GTA Procurement Management in a timely manner.
- The GTA Procurement Director, or designee, will assess the submitted request and provide approval for prompt procurement by the assigned Procurement Official.

- The assigned GTA Procurement Official will conduct the procurement and award activities.

### **3.2.6 Statewide Contract and Cooperative Agreement Purchases**

Statewide Contracts (SWC) are competitively bid and awarded by the Department of Administrative Services (DOAS) for use by all state government entities on a mandatory or convenience basis. These are for the use by all recognized State of Georgia governmental entities.

GTA, in consultation with DOAS SPD, has competitively bid and awarded some SWCs when the subject matter expertise resides within GTA.

Cooperative purchasing agreements that typically aggregate orders for lower pricing. DOAS maintains a list of approved Cooperative agreements for use. (i.e. General Services Administration (GSA), Sourcewell and ValuePoint via NASPO are a few examples.

### **3.2.7 GPM Exempt Purchases**

Any procurement requisitions that are determined to be an exempt purchase from the Georgia Procurement Manual (GPM) procurement policies will be solely made by GTA Procurement Management, in accordance with the GPM Exempt Purchase policy.

### **3.2.8 GTA Exempt Purchases**

When GTA Executive Leadership has determined that a special exemption is needed to these stated processes and policies, GTA Procurement Management, in accordance with supporting/ memorializing documentation will purchase the necessary services.

## **3.3 Strategic Procurement Planning**

### **3.3.1 Policy**

In an effort to facilitate and conduct best value procurements, GTA Procurement will develop and implement Procurement Planning Milestones (PPM) document, as a general practice, identifying assigned stakeholder roles and procurement milestone tasks to plan and communicate the procurement process and timeline. (See Appendix D - Sample PPM Template)

## **3.4 Competitive Procurement Solicitations**

### **3.4.1 Policy**

In the administration of procurement requirements for GTA, the GTA Procurement Management office will obtain competitive bids and proposals for goods and services that exceed the GPM dollar threshold for non-competitive bids through the issuance of informal and formal procurement solicitations.

### 3.4.2 Best Value Methodology

The following steps may be employed in the application of the best value procurement methodology:

- a. Appropriate best value bidding method is determined by GTA Procurement.
- b. Solicitation document is advertised in accordance with the GTA Procurement Manual (GTA PM).
- c. Scheduled conferences and/or site visits are held in accordance with solicitation requirements.
- d. Questions are received and Answers are posted.
- e. Responses (Offers) are received.
- f. An evaluation committee evaluates offers in accordance with the stated evaluation factors. For solicitations that include a best value ranking process, scoring and ranking may be determined by using any consistent rating methodology, including adjectival, numerical, or ordinal rankings. The results of the evaluation committee shall be documented in the contract file. Evaluation factors may include, but are not limited to: quality factors; delivery and implementation schedule; maximum facilitation of data exchange and systems integration; warranties, guarantees, and return policies; bidder's financial stability; consistency of the proposed solution with the state's strategic program direction; effectiveness of business solution and approach; industry and program experience; prior record of vendor performance; bidder's expertise with similar projects; proven development methodologies and tools; and innovative use of technologies.
- g. Clarifications, communications to establish a competitive range, or negotiations may be conducted with one, several or all bidders after receipt of offers in accordance with instructions and procedures set forth in the solicitation document and as appropriate to the method of source selection chosen. In those cases where negotiation is permitted by procedures set forth in the solicitation document, bidder may be allowed to submit Best And Final Offers (BAFO) subsequent to negotiated changes in the initial offer or previous offer.
- h. The evaluation committee shall determine a final ranking of all offers under consideration using only the criteria set forth in the solicitation document. All submissions shall be ranked from most advantageous to least advantageous to the State/GTA.
- i. Upon supplier signing a GTA MSA, GTA Procurement Management will post a Notice of Intent to Award (NOIA)., Then, if no protest action is presented within the appropriate timeframe, GTA will fully execute the MSA and a Notice of Award (NOA) will be posted identifying the responsive and responsible Supplier offer determined in writing to be the most advantageous to the GTA and the State, using all evaluation factors set forth in the solicitation. If the lowest price technically acceptable method is used, award must be made to the responsive and responsible bidder with the lowest price.

### 3.4.3 Confidentiality

All information and documentation (verbal and written) relative to development of a contractual document for a proposed procurement shall be deemed confidential in nature, except as deemed necessary by GTA or the supplier to develop a complete contractual



document. Such material shall remain confidential until successful completion of the procurement process and is not subject to release under the [Georgia Open Records Act](#).

### **3.4.3.1 Non-Disclosure Agreement**

GTA has determined that a special document known as a Non-Disclosure Agreement (NDA) may be needed and fully executed to protect the best interest of the State of Georgia and/or GTA as it relates to any phase of a procurement or as needed to protect information post award.

### **3.4.3.2 NDA Term**

GTA has determined that the NDA will contain the length of time needed.

## **3.4.4 Informal Bid Solicitations**

Informal bid solicitations are procurements that are solicited to a limited number of preselected vendors (typically no more than three) or to a group of GTA prequalified contractors. Such solicitations are not publicly advertised to the open marketplace on the DOAS Georgia Procurement Registry.

### **3.4.4.1 Electronic Quotes**

Electronic quotes using email, facsimile or an authorized software procurement tool are appropriate methods of obtaining bidder pricing from a single bidder for purchases within the dollar threshold not requiring competitive bids, or purchases that are on a GTA agency, or DOAS statewide contract.

Actions include, but are not limited to, the following:

- GTA Business Owner submits an electronic requisition to Procurement Management
- Procurement Office assists in developing item specifications with the Business Owner for the goods or services to be purchased.
- Procurement Office identifies and invites one or more bidders to submit a quote(s) by email.
- Procurement Office receives, tabulates quotes and informs the Business Owner.
- The Business Owner submits a requisition
- The Procurement Management Office issues a purchase order to award to the lowest, responsive bidder meeting the quote specifications.

### **3.4.4.2 Statement of Need (SON)**

Pursuant to the multiple MSA award of a Request For Qualified Contractors (RFQC) solicitation, a Statement of Need (SON) solicitation is released to awarded prequalified contractors to obtain informal competitive Statement of Work (SOW) bid responses for the goods and/or services that align with the RFQC scope of work.

Actions include, but are not limited to, the following:

- RFQC Business Owner submits an electronic requisition to Procurement.
- Procurement Office develops SON requirements with the Business Owner for the goods or services to be purchased.
- Procurement Office releases SON to those Qualified Contractors under contract to GTA.
- Procurement Office invites the RFQC Qualified Contractors under contract to GTA, to submit a Statement of Work (SOW) and pricing bid response per the requirements and submittal instructions by the required due date and time.
- Procurement Office receives SOW and pricing bid responses from Qualified Contractors, releases the SOWs to the technical evaluation committee for their individual evaluation, conducts the Consensus technical evaluation process with a preselected evaluation committee.
- Arrives at a Technical highest scoring SOW, ranking all per the evaluation criteria.
- Procurement Office opens the Pricing response(s) and calculates a SON/SOW awardee. Ranking all responses
- Business Owner submits a requisition affirming the awardee and the services described in the SON and SOW.
- The Procurement Office issues a PO to award to the Qualified Contractor with the best value SOW proposal and pricing response meeting the SON requirements.

### **3.4.5 Formal Bid Solicitations**

#### **3.4.5.1 Request for Quote (RFQ)**

Usually, a publicly advertised formal solicitation, the RFQ includes well-defined specifications and/or scope of work and contains all contractual terms and conditions. Procurement Management solicits price quotations from prospective vendors and uses the lowest responsive and responsible bidder as a basis for award of a purchase order or contract. Bids for the services, work, and/or materials are received by a set date and time; opened and evaluated by tabulating the required information. The award of a MSA or PO is made to the lowest, responsive and responsible bidder.

Actions include, but are not limited to, the following:

- GTA Business Owner submits a requisition to Procurement.
- Procurement Office develops the technical specifications and pricing requirements with the Business Owner and/or Subject Matter Experts (SMEs) for the goods or services to be purchased.
- Procurement Office publicly solicits the final RFQ bid requirements to the [Georgia Procurement Registry](#) (GPR) for bidders to submit competitive quotes by the required due date and time in accordance with the GTA PM solicitation posting requirements.
- Procurement Office receives bidders' quote, tabulates quotes, posts the Notice Of Award (NOA) and bid tabulation results to the GPR
- Business Owner submits a requisition to affirm selection

- Procurement Office issues a PO to award to the lowest, responsive bidder meeting the quote specifications.

### **3.4.5.2 Request for Proposal (RFP)**

A Request for Proposal (RFP) is a publicly advertised formal solicitation that seeks to leverage the creativity and knowledge of business organizations to solve a unique problem or need. The RFP solicits sealed technical proposals and price or fee proposals from prospective bidders, seeking to obtain the “best value” for the State and GTA. The RFP method does not use the cost of the project as the single determining factor, but, rather, uses a combination of cost plus best proposed solution to determine the award of a MSA and issuance of a PO.

Actions include, but are not limited to, the following:

- GTA Business Owner submits a requisition to Procurement.
- Procurement Office, with the Business Owner and/or Subject Matter Experts (SMEs) develops the technical specifications and pricing requirements for the goods or services to be purchased.
- Procurement Office publicly posts the RFP solicitation’s technical and price proposal requirements to the [Georgia Procurement Registry](#) (GPR) for bidders to submit a competitive proposal by the required due date and time, in accordance with the GTA PM solicitation posting requirements.
- Procurement Office receives bidder proposals, conducts the technical, then price evaluation.
- The Procurement Office, working with Contracts Management to arrive at an MSA signed by the Apparent Awardee.
- The Procurement Office completes the award processes including the posting of the Notice of Intent to Award (NOIA) to the GPR, then, if no protest action is taken, works with Contracts to arrive at a fully executed Agreement and posts the Notice of Award (NOA) information to the GPR
- The Business Owner submits a requisition affirming the evaluation results if there is a need for a PO to be released.

### **3.4.5.3 Request for Qualified Contractors (RFQC)**

A publicly advertised Request for Qualified Contractors (RFQC) solicitation is posted to the GPR seeking Statements of Qualifications from interested bidders. The responses contain comprehensive qualifications and experience data relevant to the specific needs. Upon evaluation by a Selection Committee, “finalist” bidders determined to be especially qualified are identified and the solicitation event may be closed on the GPR. Or GTA may enter into Contract negotiations with the finalist bidders. The Procurement Office may post a NOIA and NOA to the GPR.

GTA may elect to release an RFP to the finalists, who would then prepare more specific proposals and submit to a formal interview. Finalist bidders are further ranked by the evaluation of the technical proposals and may be interviewed. After the Evaluation Committee determines the top-ranked firm(s), only those firm’s fee proposals will be opened, and a meeting will be arranged with those firm(s) to negotiate the final fees. Having agreed to a best and final offer, the finalist firm *may* be offered a MSA for

execution. If no MSA is executed or fee structure is not agreed upon with the top-ranked firm, negotiations with the firm will be terminated. Negotiations will then proceed in the same manner with the second-ranked firm, and so on until an agreement is reached. This process may be abbreviated as necessary, but only for acquisitions of services that are not considered Professional Services as defined by OCGA 50-22, and only as approved by the Director of Procurement.

Actions include, but are not limited to, the following:

1. GTA Business Owner submits a requisition to Procurement.
2. Procurement Office develops the technical qualification requirements with the Business Owner and/or Subject Matter Experts (SMEs) for future goods or services to be obtained and may include a GTA Agreement for Services.
3. Procurement Office publicly posts the RFQC requirements to the GPR for bidders to submit a competitive proposal by the required due date and time, in accordance with the GTA PM solicitation posting requirements.
4. Procurement Office receives bidder proposals, conducts the technical evaluation.
5. At the conclusion of the process, Procurement Office works with the GTA Contracts Office to arrive at a list of negotiated contracts signed by the bidder(s) as appropriate.
6. The Procurement Office may post the Notice of Intent to Award (NOIA) and if no protest is received, after the allotted timeframe, works with Contracts to arrive at a list of fully executed contracts.
7. The Procurement Office may Post a Notice of Award (NOA) or Notice of Completion to the GPR.

If there is a need for PO, the Business Owner submits a requisition for a subsequent down selecting solicitation effort.

### **3.5 Bid/Proposal Administration**

GTA Procurement Management will administer the submission of bids and proposals from bidders in accordance with GTA PM policies and/or GTA internal procedures applicable to, but not limited to, the following areas and activities.

1. Late Bids
2. Errors and Omissions
3. Evaluation
4. Award
5. Tie Bids
6. Substitutes and Alternate Bids
7. Amendments and Withdrawal
8. Rejections and Corrections
9. Acceptance Period

### **3.6 GTA Protest Policy**

#### **3.6.1 Policy**

For procurements involving a vendor protest, the GTA will adhere to the established GTA Protest Policy provided in Appendix F. GTA's Protest Policy is issued in accordance with procurement best practices.

## **4 PURCHASING PAYMENT POLICIES AND METHODS**

### **4.1 General Policy**

Only authorized persons may request the purchase of goods and services in the name of GTA. Without a properly approved purchase order, purchasing card or AP voucher, GTA is not obligated for any such unauthorized purchase.

### **4.2 Purchase Order**

Purchase orders (PO)s are legally binding documents to transact with suppliers based on terms and conditions for the purchase of goods and services.

A PO may only be created via the submission of an approved requisition (created by a GTA person authorized to create within the recognized State Financial system, and

May only be dispatched by an authorized GTA Procurement Official (typically known as “Buyer” within the recognized State Financial System).

### **4.3 Purchasing Card**

Purchasing cards (P-Cards) will be administered and managed in accordance with the DOAS P-Card (P-Card) Policy and the GTA P-Card Manual.

### **4.4 Payment**

GTA must not pay for goods or services which have not been accepted. (i.e., the supplier has failed to deliver goods, equipment or services which conform to the MSA/SOW requirements).

In the event the supplier has failed to perform, payment should be withheld pending GTA’s Business Owner’s satisfaction with the supplier’s progress. The costs incurred by the supplier must be in accordance with the terms of the MSA, including any rate schedule submitted.

#### **4.4.1 Vendor Management Form**

All suppliers must complete and submit the Georgia State Accounting Office’s (SAO) [Vendor Management Form](#) (VMF). The VMF is the access point for payment(s) release via Automated Clearinghouse (ACH) processes. The VMF and on-boarding a supplier for payment is the responsibility of GTA Accounting, specifically the Accounts Payable (AP) Office.

## 5 ETHICAL STANDARDS AND POLICIES

### 5.1 Ethics Policy

See Appendix I, for the GTA Procurement Ethics Policy.

### 5.2 Fair and Open Bid Policy

GTA is committed to and shall conduct procurements through the GPR to the marketplace seeking fulfillment of business opportunities. GTA shall utilize marketplace suppliers that are fair and open for doing business with GTA.

### 5.3 Code of Ethics for Government Service

The provisions of [O.C.G.A. § 45-10-1](#) et. seq. strictly applies to these rules and to the actions of GTA. Also see [Code of Ethics for State Employees](#)

### 5.4 Lobbyist Registration

All suppliers who employ or retain one or more lobbyists shall cause such lobbyists to register with the State Ethics Commission and to file the disclosures required by Article 4 of Chapter 5 of Title 21 of the ([O.C.G.A. Official Code of Georgia Annotated](#)) Such registration must be made no later than fifteen (15) calendar days after the lobbyist's initial contact with the GTA or the date that bids or proposals are due to be submitted by the supplier in response to the GTA's solicitation, whichever is earlier. All suppliers shall certify, as part of any response to a request for proposals or bids or other procurement method, that any lobbyist whom the supplier employs or retains has registered with the State Ethics Commission and complied with the requirements of this regulation.

The registrations and disclosures required pursuant to this regulation must be considered "information voluntarily supplied" to the [State Ethics Commission](#) by such suppliers under ([O.C.G.A. Official Code of Georgia Annotated](#)) Section 21-5-6(b)(3), so that the State Ethics Commission may perform its duty to accept and file such information.

The registrations and disclosures required pursuant to this regulation must be in addition to any reports required under (O.C.G.A. Official Code of Georgia Annotated) Section 45-1-6. Compliance with this regulation must not excuse noncompliance with that Code section, and compliance with that Code section shall not excuse noncompliance with this regulation, notwithstanding that in some cases the same information may be required to be disclosed under both.

In accordance with (O.C.G.A. Official Code of Georgia Annotated) Section 45-12-130, Section 45-12-131 and other applicable law, GTA, along with the [Office of Planning and Budget \(OPB\)](#), must decline to approve any MSA with any supplier that has failed to comply with this regulation. If any MSA is awarded but it is subsequently discovered that a supplier has made an inaccurate certification pursuant to this regulation or that

one or more of the supplier's lobbyists has failed to fully comply with the requirements of this regulation, such MSA shall be voidable by the state.

## **6 OPEN RECORDS MANAGEMENT**

### **6.1 Georgia Open Records Act**

Except where State of Georgia law provides to the contrary, after the award of a MSA, the purchasing records of a business unit are public documents, and these documents shall be maintained in accordance with the [Georgia Records Act \(O.C.G.A. § 50-18-90](#) et seq.

The Georgia Open Records Act provides that all public records are subject to disclosure to the public, unless specifically exempted for reasons such as order by a Georgia court or by law.

#### **6.1.1 Open Records Requests**

An open records request is a request for public records contained in the files or otherwise in the possession of GTA. An open records request must be for the inspection or copies of an existing public record. Requests to generate a new (i.e., not currently in existence) document, record, or summary of a record are not valid open records requests. Open record requests may be submitted in written form or verbally, and the request need not specifically cite or reference the [Georgia Open Records Act](#).

#### **6.1.2 Time Limits**

The [Georgia Open Records Act](#) requires GTA to make public records available for inspection or copying within three (3) business days (beginning at 12:01 a.m. on the first business day after the request is received) of receiving a verbal or written request for access. Whenever possible, requests should be obtained in writing from the requesters. If a requested public record cannot be made available within three (3) business days, a written description of the record and the time that it will be available for inspection or copying must be provided to the requester within the three (3) business-day time limit.

#### **6.1.3 Fees**

Unless otherwise specified in law, a copying fee of \$.25 per page is to be charged.

The actual cost of a computer disk, audio tape, etc. used to provide a requested record may be charged. If the information is available or requested on a CD-ROM, GTA has documented a cost of \$20.00 per CD, which is inclusive of all searches, retrieval and other direct administrative costs, associated with providing the information requested on a CD-ROM.

If deemed appropriate, a reasonable fee may also be charged for search, retrieval and other direct administrative costs for complying with a request. No fee is charged for the first quarter hour.

Fee charged must not exceed the salary of the lowest paid full-time employee who, in the discretion of the custodian of the record, has the necessary skill and training to perform the request.

### 6.1.4 Not Public Records

Public Records do not include:

- A. Records which by Georgia court or by law are prohibited or specifically exempted from being open to public inspection.
- B. Certain personal information about employees that is not subject to disclosure and will only be released to authorized officials.
  - 1) This information includes: an employee's social security number, mother's birth name, debit and credit card information, other banking/financial information, insurance and medical information and birthday/month.
  - 2) Note: Under limited circumstances, State law allows the media to access an employee's social security number and birthday/month. This news media exception applies only when a written request, signed under oath, states that the person or entity is gathering information a representative of a news media organization for use in connection with news gathering and reporting. The Office of General Counsel, as well as the Office of Communications must be immediately contacted if an Open Records Request is received from the media.
- C. Records pertaining to the subject of a pending administrative proceeding without the prior approval of the presiding administrative law judge.
- D. Any record that is not subject to disclosure based on an exception to the Georgia Open Records Act.

### 6.1.5 Marking Submissions as “Confidential”, “Proprietary”, or “Trade Secret”

If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential”, “Proprietary”, or “Trade Secret”. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as “Confidential” will not be accepted by GTA. If only portions of a page are subject to some protection, Supplier should not mark the entire page. Even though information submitted by a Supplier may be marked as "confidential", "proprietary", "trade secret" etc., GTA will make its own determination regarding what information may or may not be withheld from disclosure.

### 6.1.6 Submission of Redacted Copies

If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under [Georgia Open Records Act](#), Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly



describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption form disclosure requirements provided under Georgia law.

This redacted copy should be clearly marked "Redacted Copy-Available for Public Review." In addition, the electronic file name should include the words "Redacted Copy" at the beginning of the file name. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure.

The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the [Georgia Open Records Act](#) without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, GTA is authorized to produce the Supplier's bid/proposal with the exception of audited financial statements in answer to any public records request under the [Georgia Open Records Act](#).

Even though information submitted by a Supplier may be marked as "confidential", "proprietary", "trade secret", etc., GTA's Procurement Director with or without legal counsel will make its own determination regarding what information may or may not be withheld from disclosure. If GTA deems redacted information to be subject to disclosure under the [Georgia Open Records Act](#), the marked as "confidential", "proprietary", "trade secret", redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier.

Please note that the redacted version will be utilized for purposes of responding to requests for records pursuant to the [Open Records Act](#). GTA will provide access to copies of original bids and proposals in response to requests made pursuant to the [State Purchasing Act](#). The State does not consider pricing information to be confidential or proprietary.

### **6.1.7 Trade Secret**

In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to [O.C.G.A. 50-18-72\(a\)\(34\)](#), the Supplier shall include with its bid/proposal submission, an affidavit indicating the specific information that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret.

Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a "trade secret" shall not be binding on GTA, but GTA will review and consider the designation. If the Supplier does not include an affidavit with its bid/proposal submission, GTA is authorized to produce the Supplier's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act.

Wholesale designation of a response or substantial parts of a response as "trade secrets" will not be accepted by GTA. In general, GTA does not consider pricing information to be trade secret.

## **6.2 Records Custodian**

Procurement shall identify each paper or electronic contract record individually so it can be readily located and referenced.

## **6.3 Records Retention**

Procurement shall document all purchase transactions. As applicable, each paper or electronic record shall include:

- (a) Requisition;
- (b) Original offers if in writing, or written documentation of verbal offers received;
- (c) Consensus evaluation worksheets;
- (d) Distribution list, if used;
- (e) Written justification for waiver or emergency purchase;
- (f) Copy of purchase order(s) or certification to business unit authorizing placing of order;
- (g) Related correspondence;
- (h) Reason(s) for receiving only one offer in response to a solicitation;
- (i) Negotiated MSAs;

After award of MSA, all material in the record, except confidential information, deemed so by GTA shall be open to interested persons, by appointment, during normal office hours in accordance with the Georgia Open Records Act.

## **7 APPENDICES**

- A. Definitions and Acronyms
- B. Procurement Requisition Tool and Process Guide
- C. GTA PM Solicitation Policy Charts
- D. Procurement Management Process Workflows and Estimated Lead-times
- E. GTA Signature Authority Delegation
- F. List of Procurement Management Resources and Tools
- G. Protest Policy

## APPENDIX A - Definitions and Acronyms

The following definitions shall apply generally to all procurement rules and regulations of the Georgia Technology Authority:

1. **“Best value procurement”** is defined as a procurement process that has as the fundamental objective the reduction of total cost of ownership as defined in these rules or generally the best value procurement methods.
2. **“Bidder”** is defined as company or individual submitted a response to a solicitation or offer.”
3. **“Business Day”** is defined as any day other than Saturday, Sunday or a day that is a public and legal holiday in the State of Georgia under O.C.G.A. Section 1-4-1.
4. **“Business Owner / Purchaser”** is defined as the GTA business unit soliciting offers to acquire goods or services.
5. **“Buyer”** is defined as the GTA recognized, authorized person with access to the specific Purchasing module within the State’s Financial System.
6. **“Clarification”** is defined as limited exchanges between the state and offeror’s that may occur after receipt of offer. Offeror’s may be given the opportunity to resolve clerical errors.
7. **“Communications”** are defined as exchanges between the state and offeror’s after receipt of offers to address issues of past performance, to enhance the state’s understanding of offers, to allow reasonable interpretation of the offer, or to facilitate the state’s evaluation process. Communications shall not be used to cure material omissions in the offer.
8. **“Competition”** in purchasing exists when the available market for the goods or services to be acquired consists of more than one supplier that is technically qualified and willing to submit an offer. The public competitive process is the process followed by a public business unit to solicit offers from multiple suppliers to provide the specified goods or services. The process must be conducted in a manner that attempts to ensure that all qualified suppliers who are willing to submit offers are treated equitably and are not placed at a disadvantage with respect to the process outcome.
9. **“Competitive Range”** is defined as the range of all the most highly rated offers, as determined by the evaluation committee. The range shall be used to determine the optimal best value solutions to address requirements of the solicitation document.
10. **“Contract Award”** is defined as the GTA’s written notice of award (NOA) of a contract to the successful Respondent in a particular GTA procurement.

11. **“Contract Value”** is defined as the actual Contract Award amount.
  
12. **“Deficiency”** is defined as a failure to meet a stated requirement or a combination of weaknesses in an offer that increases the risk of unsuccessful contract performance.
  
13. **“Estimated Contract Value”** is defined as the pre-award estimate of the amount that will be spent by the GTA under any contract issued in connection with a particular procurement.
  
14. **“Executive Director”** is defined as Chief Information Officer (CIO) of the State of Georgia and the Executive Director of the Authority provided for by Code Section 50-25-5.1.
  
15. **“Goods”** are defined as any information technology commodities including equipment, materials, or supplies.
  
16. **“Negotiation”** is defined as exchanges in either a competitive or sole source environment between the state and offeror’s that are undertaken with the intent of allowing offeror’s to revise their offers. Revisions may apply to price, schedule, technical requirements, or other terms of the proposed contract. Negotiations are specific to each offer and shall be conducted to maximize the state’s ability to obtain best value based on the evaluation factors set forth in the solicitation. The state may also give evaluation credit for technical solutions exceeding mandatory minimums or negotiate with offeror’s for increased performance beyond mandatory minimums.
  
17. **“Offer”** is defined as a bid or proposal submitted in response to any solicitation document utilizing “Best Value” procurement methodology including Invitation for Bids (IFB), Request for Proposals (RFP), Request for Quotations (RFQ), negotiation, or other acquisition processes, as well as responses to Solution-Based Solicitations and Government-Vendor Partnerships.
  
18. **“Price”** is defined as the amount paid by the state to a vendor for a good or service.
  
19. **“Procurement”** is defined as acquisition of goods and services.
  
20. **“Requisition”** is defined as the GTA recognized person approved to access the requisition module within the State’s Financial System
  
21. **“Respondent”** is defined as an Interested Party that properly returns a Solicitation Response to a Solicitation Document, in accordance with the criteria set forth in such Solicitation Document.
  
22. **“Services”** are defined as any process of providing services requiring specialized knowledge, experience, expertise, professional qualifications, or similar capabilities for any

- aspect of information technology including, but not limited to, work or task performance, review, analysis, and advice in formulating or implementing improvements in programs or services.
23. **“Solicitation Document”** is defined as a written or electronic IFB, RFQ, RFP, Solution-Based Solicitation, Government-Vendor Partnership, Request for Information (RFI) document or other acquisition documents expressly used to invite offers or request information regarding the acquisition of goods and services.
  24. **“Solicitation Response”** is defined as the document submitted by a Respondent as a bid, response, offer or proposal in response to a Solicitation Document.
  25. **“Supplier”** is defined as the awardee of a solicitation
  26. **“Total Cost of Ownership”** is defined as a summation of all purchase, operating, and related costs for a product or service. It includes but is not limited to purchase price, transportation, receiving and inspection, maintenance, operating costs, downtime, energy costs, and disposal costs.
  27. **“Purchaser / Business Owner”** is defined as the business unit with the need for a particular good or service working with Procurement Management to create the soliciting offers to acquire said goods or services.

## APPENDIX B – Procurement Requisition Tool and Process Guide

### GTA Electronic Requisitioning using Team Georgia Marketplace™ (TGM) eProcurement (PeopleSoft Module)

The DOAS Team Georgia Marketplace (TGM) eProcurement requisition tool is the single authorized method to be used by GTA Offices for requesting the procurement of goods and services and the payment of goods and services.

TGM provides easy self-service web-shopping system via online catalogs of products and services available on statewide contracts, streamlines employee ordering and lowers procurement costs by reducing transaction overhead and controlling maverick spending.

Benefits – provides simplified and reduced signature routing, reduced paper requisitions, automates receipts and returns, and simplifies creation of open item and history reports.

**GTA Users** – GTA staff identified to have TGM user access based on title, position and/or job function as follows ...

GTA Title/Function	TGM User Roles
All Administrative Assistants, Selected Asset Management Staff, Computer Dev	Requesters and P-Card holders
Budget and CFO	Reviewer and Approves
Sr. Exec Admin and Dir., Asset Management	Approvers
Procurement Officer 1, P Card Manager	Buyers
Procurement Officer 2	Contracts Management
APO and Procurement Director	Approvers

**Online User Access** – GTA Procurement provides TGM access to GTA Users through the submission of a GTA approved *PeopleSoft FN Security Application Form* to the State Accounting Office (SAO). Prior to submitting the SAO security form and obtaining access, users are required to complete and pass prescribed TGM training courses offered by DOAS State Purchasing.

**TGM Resource Links** – The following TGM guides and resources are available online at MyGTA:

- [Team Georgia Marketplace](#)
- [Quick Reference Guides for TGM Modules](#)

**APPENDIX C – GPM Solicitation Policy Charts**

**GTA Public Bid Posting Guidelines and Protest Filings:**

<b>\$ Threshold</b>	<b>Minimum Posting Times for Bids</b>	<b>Protest Filings for: Challenges to Competitive Bid Process</b>	<b>Protest Filings for: Challenges to NOIA</b>
\$0-\$24,999.999	0 days	NA	Per GTA Policy
\$25,000.00-\$99,999.00	Three (3) Business Days	Per GTA Policy	Per GTA Policy *
\$100,000 - \$249,999.99	Five (5) Business Days	Per GTA Policy	Per GTA Policy *
\$250,000 and above	Fifteen (15) Calendar Days	Per GTA Policy	Per GTA Policy *

- If no notice of protest is received by GTA by the end of the 10<sup>th</sup> calendar day, then GTA may award and countersign the contract resulting in a fully executed contract.



## **APPENDIX D - Procurement Management Process Workflows and Estimated Lead-times**

**RESERVED**

**APPENDIX E – GTA Signature Authority Delegation**

Who Signs Contracts?

<b>Contract Value</b>	<b>Business Owner</b>	<b>Signing Party</b>
\$0 - \$200,000	Office Director	Office Director
\$200,001 - \$500,000	Office Director	Senior Officer
\$500,001 +	Office Director	Executive Director

Note 1 – Whoever signs agreement also will sign amendment(s)

Note 2 – Contract Value = projected initial year annual spend, including all costs (e.g., vendor expenses, travel, etc.)

- A TGM request must accompany each contract and a TGM request may be used for each amendment, regardless of who signs
- Contact GTA Contract Management at the point in time you have determined that an agreement/amendment is necessary. They may engage the Office of GTA’s General Counsel (OGC)
- All requests for Memorandum of Understanding (MOU) MUST be submitted to OGC for approval, this includes other types of document(s) even though they may not be titled “contract” or “agreement”
- Office Director is responsible for ensuring that budget and procurement requirements are met
- Office Director is responsible for clearing obstacles or escalating as needed
- Office Director whose budget pays for the contract is responsible for the approval of Contract, amendments, related quotes and invoices and is the official GTA Business Owner

## APPENDIX F - List of Procurement Management Resources and Tools

### GTA Protest Policy

#### 1.0 Protest Process Overview

The following describes the mandatory administrative procedure whereby vendors may challenge the solicitation process and whereby bidders/offerors may challenge solicitation awards made by GTA.

#### 1.1 Formal Protests

A vendor may file a written protest challenging GTA's compliance with applicable procurement procedures subject to the vendor's compliance with the following provisions. Any such written protest will be resolved in accordance with the following provisions.

#### 1.2 Exemption for GTA Informal Procurements

GTA informal procurements not posted to the [Georgia Procurement Registry \(GPR\)](#) will not be subject to these protest procedures. These informal procurements are limited to Statements of Need (SON) that are solicited informally to selected qualified contractors from a public Request for Proposal (RFP) or Request for Qualified Contractors (RFQC) solicitation previously awarded by GTA. Statement of Need procurements are considered informal solicitations, and as such, the informal dispute resolution of the internal SON solicitation process resulting from disputes or issues raised by a qualified contractor will apply and be resolved by the Procurement Director.

This process is only available for those qualified contractors selected during the conclusion of a Request for Qualified Contractors (RFQC). All resolution decisions by the Procurement Director will be final.

"Statement of Need" ("SON") shall mean the informal competitive bid process available solely to the prequalified suppliers that have an executed contract for the specific referenced Request for Qualified Suppliers ("RFQC"). The informal bid process ("SON") is therefore exempt from formal protest pursuant to Appendix F, Section 2.1 GTA Protest Procedures.

In the event of a protest of the SON award, the resolution of such protest will be resolved by the GTA Procurement Director with consultation provided by GTA Leadership, as appropriate. The findings of the GTA Procurement Director will be final.

#### 1.3 Types of Challenges

Any aggrieved vendor interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process, including but not limited to a challenge to specifications or any events or facts arising during the solicitation process. Any aggrieved vendor interested in and capable of providing the goods/services identified in a sole source notice may file a protest challenging the sole source determination. Any aggrieved vendor submitting an accepted bid/proposal in response to a competitive solicitation may file a protest with respect to the GTA's intended or actual contract award, including but not limited to events or facts arising during the evaluation and/or negotiation process.

#### 1.4 Form of Protest

At a minimum, the written protest shall comply with Section 1.5 and must include the following:

1. The name and address of the protestor;
2. Envelope or email subject line must be labeled “protest”
3. Appropriate identification of the solicitation/sole source notice;
4. A statement of reasons for the protest;
5. Supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time (in which case, the vendor must proceed to file the protest when the filing period identified below but state the expected availability of the material); and
6. The desired remedy.

GTA, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting vendor.

### 1.5 Filing Protests

A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the vendor, and is received by GTA. The protest may be sent by any of the following means:

MAIL: Attn: Procurement Director  
 Georgia Technology Authority  
 47 Trinity Avenue, 6<sup>th</sup> Floor  
 Atlanta, GA 30334-9010

FAX: 404-657-8444

EMAIL: [procurement@gta.ga.gov](mailto:procurement@gta.ga.gov)

The following deadlines shall apply when filing a protest for solicitations posted to the GPR:

Type of Protest	Protest Filing Deadline
<b>Challenge to Competitive Solicitation Procedures</b>	Five (5) business days prior to the closing date and time of the solicitation as identified on the GPR
<b>Challenge to Sole Source Notice</b>	Prior to the closing date and time of the Sole Source Notice as published on the GPR
<b>Challenge to an Intended or Actual Solicitation Award</b>	In the event the GTA posts a Notice of Intent to Award (NOIA), the protest must be filed within ten calendar days of the date the NOIA is posted
	In the event the GTA does <u>not</u> post a NOIA, the protest must be filed within five calendar days of the date the NOA is posted

### 1.6 Stay of Procurement During Protest Review

When a protest challenging the competitive solicitation process, for procurements posted to the GPR, has been timely filed at least five (5) business days prior to the

closing date and time, the solicitation process shall remain active until an award decision is issued by a NOA, unless the

GTA Procurement Director makes a written determination that the suspension of the solicitation process without delay is necessary to protect the interests of GTA.

When a protest challenging a sole source notice, or an intended contract award has been timely filed and the challenge demonstrates that the sole source award is not in the best interest of the State; the GTA shall not proceed to actual contract award unless the GTA makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of GTA. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract; however, such bidder/offer shall not be entitled to reimbursement for any capital outlay costs, or other up-front expenditures incurred in performing the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

### **1.7 Protest Resolution**

The GTA Procurement Director shall review and issue a written decision on the protest as expeditiously as possible after receiving all relevant requested information from the GTA and/or issuing officer. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document, including but not limited to specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of a sole source notice is sustained, available remedies include revision or cancellation of the sole source notice.
- If a protest of the intended/actual contract award is sustained, available remedies may include, but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award or re-solicitation with appropriate changes to the new solicitation.

### **1.8 Cost**

In no event shall a vendor be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest/request for formal review process or any attorneys' fees.

### **1.9 Requests for Formal Review Process of a Protest Decision**

All protest determinations by the GTA Procurement Director concerning solicitations, sole source notices, and/or intended/actual contract awards with an estimated value of \$100,000 or more shall be subject to formal review by the GTA Executive Director/CIO upon written request by parties of the protest determination. In the event the estimated value of the solicitation, sole source notice, and/or intended/actual contract award is less than \$100,000, it shall be within the GTA Executive Director's discretion whether such

request for formal review will be granted. The following parties may file a request for formal review:

- (1) any vendor adversely impacted by the protest decision, including, but not limited to, the protesting vendor, provided the vendor is interested in and capable of providing the goods/services at issue and, in the event the underlying protest disputes an intended/actual contract award, submitted a timely bid/proposal and
- (2) the GTA.

Any request for formal review must be received by the GTA Executive Director/CIO, to include a copy mailed to the attention of the GTA General Counsel, within three (3) business days of the issuance of the protest decision by U.S. mail or delivery service. The request for formal review must be in writing and shall identify any errors in the protest decision as well as the factual and legal grounds upon which reversal or modification of the protest decision is deemed warranted:

MAIL:       **Attn:** Executive Director/CEO  
              **Georgia Technology Authority**  
              47 Trinity Avenue  
              6<sup>th</sup> Floor  
              Atlanta, GA 30334-9010

and

Cc:           **Attn:** General Counsel  
              **Georgia Technology Authority**  
              47 Trinity Avenue  
              6<sup>th</sup> Floor  
              Atlanta, GA 30334-9010

## **APPENDIX G - GTA Procurement Ethics Policy**

### **PURPOSE**

The Georgia Technology Authority Procurement Management subscribes to the State's Code of Ethics for Governmental Service. Moreover, these employees should conduct themselves in such a manner as to foster public confidence in the integrity of the organization and the public procurement process.

### **SCOPE**

The general scope of this policy is to protect governmental integrity. Employees of the Georgia Technology Authority Procurement Management must discharge their duties impartially and in such a manner as to assure fair and competitive access to governmental procurement by responsible vendors.

### **POLICY**

The Georgia Technology Authority Procurement Management Division subscribes to the following ethical principles that govern the conduct of every person employed by this organization:

- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.
- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- Resists encroachment on control of personnel in order to preserve integrity as a professional manager.
- Handles all personnel matters on a merit basis, and in compliance with applicable laws; prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.





## Exemption for Technical Audit

November 15, 2013

Procurement of Professional Services – Exemption for Technical Audit  
Reference: Georgia Procurement Manual, GPM-V5, dated September 2013

The Georgia Procurement Manual provides guidance for the procurement of goods and services for state entities in the state of Georgia.

“The *Georgia Procurement Manual* (GPM) is the official source for all administrative rules issued by the Georgia Department of Administrative Services (DOAS) through its State Purchasing Division (SPD) to govern purchases made by certain state government entities.” Page 1, Introduction to the Manual.

From time to time, Georgia Technology Authority (GTA) needs to procure specific talent and capabilities that fall into a category of Professional Services. Specifically, GTA is legislated to perform technical audits according to [O.C.G.A §50-25-4\(a\)22](#). As defined by DOAS in the GPM in section 1.2.3.1 - *Exempt from the State Purchasing Act*, certain Professional Services, are exempt from the State Purchasing Act that are defined by statute as a “profession” or “professional service”. One such professional service defined as exempt under Consulting Services is ‘Auditing’; which is described in the [DOAS NIGP Exempt List](#). One form of technical auditing is a service called “**Project Assurance**”.

Project Assurance is the specialized discipline and practice involving independent and objective oversight, specialized experience, and audit skill sets to assess risk, finance, accounting, compliance, safety and performance for any major capital expenditure, or major infrastructure investment<sup>1</sup>. GTA has adopted an approach for project assurance referred to as “**Independent Verification & Validation (IV&V)**”, which conducts monitoring or oversight of large, complex technology projects. Professionals performing Project Assurance utilize a cross-section of skill sets which supersede a single professional accreditation and warrant, at times, an alternative approach to identification, selection and procurement.

GTA has established an approach to qualify a set of vendors who have specialized in this professional skill set, which is the preferred approach to finding and selecting resources to support this function. At times for unique project or service needs, GTA may elect to waive the competitive bidding process in order to select Professional Project Assurance services or resources. The basis to elect a waiver to the preferred approach is as follows:

- The area or project for Project Assurance requires a unique set of knowledge and experience that in the opinion of the executive management team, warrants an exemption, and
- The services or resources are provided for a limited period, not to exceed two (2) years, and
- The services or resources are provided at a cost that is within reasonable market rates.

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<sup>1</sup> [http://en.wikipedia.org/wiki/Project\\_assurance](http://en.wikipedia.org/wiki/Project_assurance)



## **APPENDIX H - NON DISCLOSURE / CONFIDENTIALITY OF SENSITIVE INFORMATION AGREEMENT**

Georgia Technology Authority, a public corporation and instrumentality of the State of Georgia (“GTA”) develops, operates, maintains or has access to, data, applications and systems that contain Sensitive Information that is vital to the services and responsibilities of state government. The safeguarding of this information from unauthorized use or disclosure is a responsibility of vital importance to GTA.

This Agreement establishes and documents the person identified on the signature page of this Agreement who will have access to such Sensitive Information (the “Recipient”) as to the protection and safeguarding of sensitive data and/or information vital to GTA or its government customers while performing work on systems, applications, proposals, bids, contracts, projects, or research and development tasks. This Agreement is in addition to any other agreement between Recipient and GTA, or Recipient’s employer and GTA, and is not intended to alter those agreements.

GTA has determined that in the course of Recipient’s day-to-day responsibilities, Recipient will have access to Sensitive Information or may be assigned to a sensitive project or a position of trust, and Recipient has agreed to accept and perform such responsibilities and have access to such information. Therefore, in consideration of, and as a condition of Recipient’s work on GTA and/or other Georgia government systems, applications, proposals, bids, contracts, projects, or research and development tasks, Recipient agrees as follows:

### **Section I. Definitions.**

- 1.1 "Sensitive Information" means any data or information received by Recipient from GTA or any of its government customers as part of the Recipient’s Project Assignment except for data or information that is subject to disclosure pursuant to laws, regulations, or Court order or process including, but not limited to, the Georgia Open Records Act.
- 1.2 "Nondisclosure Period" means the period beginning on the date of this Agreement and surviving the termination of the Recipient’s engagement or employment with GTA, until such time that such Sensitive Information is or becomes (through no improper action or inaction by Recipient) considered to be non-sensitive information by the GTA or its government customer.
- 1.3 "Personal Data" means any information that is not subject to disclosure under Georgia law including, but not limited to the Georgia Open Records Act, that is related to any identified or identifiable natural or legal person, including but not limited to government employees; and any other additional data deemed as personal data under any applicable federal personal data protection laws.

- 1.4 “Project Assignment” means any involvement in a government project, including but not limited to meetings, debriefings, bid and proposal preparation, contract negotiations, project performance, and project closeout.
- 1.5 “Project” means a government contract, order, assignment or task that is considered confidential, sensitive or classified or the subject of national security.

## **Section II. Sensitive Information.**

- 21 During the Nondisclosure Period, Recipient will hold in confidence all Sensitive Information that comes into Recipient's knowledge during his or her Project Assignment and will not disclose, publish or make use of such Sensitive Information, directly or indirectly, on behalf of Recipient or on behalf of any other person or entity, without the prior written consent of GTA and/or GTA's government customer that is the custodian of the Sensitive Information.
- 22 Recipient acknowledges that during the course of his or her engagement or employment with GTA, Recipient shall not store, save or transfer any government data or Sensitive Information to any personal computer equipment or storage device belonging to Recipient or to any third party not authorized to receive such Sensitive Information in writing by GTA and/or GTA's government customer that is the custodian of the Sensitive Information.
- 23 Upon GTA's request and, in any event, upon exiting a Project Assignment, termination of a Project, or the termination of Recipient's engagement or employment with GTA, Recipient shall deliver to GTA all memoranda, notes, records, manuals or other documents (including, but not limited to, written instruments, voice or data recordings, or computer tapes, disks or files of any nature, whether electronic or hard copy), including all copies of such materials and all documentation prepared or produced in connection with a Project that pertain to Sensitive Information, whether made or compiled by Recipient or furnished to Recipient by virtue of his or her involvement in with a Project.
- 24 The restrictions stated in paragraphs 2.1, 2.2 and 2.3 are in addition to and not in lieu of protections afforded to trade secrets and Sensitive Information under applicable federal or state law. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the GTA's rights under applicable law to protect state secrets, trade secrets or Sensitive Information.

## **Section III. Reasonable and Necessary Restrictions.**

- 3.1 Recipient acknowledges that during the course of his or her engagement or employment with GTA Recipient has received or may receive access to Sensitive Information regarding government programs that are considered confidential, sensitive, classified, and/or the subject of state or national security. Accordingly, Recipient is willing to enter into the covenants contained in this Agreement in order to provide GTA with what Recipient considers to be reasonable protection of its interests.

- 32 Recipient acknowledges that the restrictions, prohibitions and other provisions in this Agreement are reasonable, fair, and equitable in scope, terms, and duration; are necessary to protect the legitimate business interests of GTA and those of GTA's customers. Recipient acknowledges that unauthorized disclosure of Sensitive Information may subject Recipient to dismissal from the Project Assignment and other criminal and civil liability, penalties or imprisonment. If Recipient is an employee of GTA, unauthorized disclosure of Sensitive Information may lead to disciplinary action, up to and including termination.
- 33 Nothing in this Agreement prohibits nor should be construed as prohibiting the Recipient from complying with applicable laws, regulations, or Court order or process including, but not limited to, the Georgia Open Records Act. However, Recipient shall immediately provide GTA and his or her employer with notice if Recipient receives a request for data or information received by Recipient during the course of the Project Assignment including, but not limited to, a request under the Georgia Open Records Act, a Court order, or a subpoena.

#### **Section IV. Business Practices.**

- 4.1 By signing this Agreement Recipient agrees to abide by GTA's Enterprise Information Security Policies and with GTA's internal policies regarding the protection and dissemination of Sensitive Information, whether in written, oral or electronic form. Recipient agrees to promptly report to the appropriate GTA official, in accordance with GTA's policies, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, the Recipient has knowledge of and whether or not Recipient is personally involved. Recipient understands that anonymity will be kept to the extent possible when reporting security violations. Recipient is expressly prohibited from:
- (a) disclosing password or access information to Sensitive Information associated with a Project with any party who does not have involvement in the Project AND a "need to know";
  - (b) maintaining any Sensitive Information after having exited the Project or after termination of engagement or employment with GTA; or
  - (c) disclosing or providing Sensitive Information, whether written, oral or electronic, to any party who is not a GTA employee or contractor directly involved in the Project or the GTA government customer who is the custodian of the Sensitive Information.
- 42 Recipient understands and agrees that GTA will provide Project Sensitive Information on a need-to-know basis, in full or in part. Upon Recipient exiting a Project or termination of Recipient's engagement with GTA, Recipient agrees to any debriefing interview that may be required by the Project manager or GTA security officer or GTA government customer security officer.

#### **Section V. Severability.**

In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable in any circumstances, the remainder of this Agreement, and the application

of such provision in any other circumstances, shall not be affected thereby. In such event, the affected provision will be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties.

**Section VI. Governing Law.**

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Georgia, not including the choice-of-law rules thereof.

**Section VII. Amendment; Waiver.**

No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto. Any waiver by any party or consent by any party to any breach of or any variation from any provision of this Agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any subsequent breach or any other provision or as consent with respect to any similar instance or circumstance.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the earliest date written below.

Date: \_\_\_\_\_

RECIPIENT

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company Entity

**APPENDIX I - Procurement Ethics Policy**

<b>GEORGIA TECHNOLOGY AUTHORITY</b>		
<b>Title:</b>	<b>Procurement Ethics Policy</b>	
<b>PSG Number:</b>	PM-01-10-001	Topical Area: Procurement Ethics
<b>Document Type:</b>	Policy	<b>Pages:</b> 2
<b>Issue Date:</b>	10/10/2010	<b>Effective Date:</b> 10/10/2010, <b>Revised Date:</b> 12/31/2014, <b>Revision Date:</b> 05/01/2017
<b>POC for Changes:</b>		
<b>Synopsis:</b>	Establishes a procurement ethics policy and guidelines for the Procurement Management staff.	

**PURPOSE**

The Georgia Technology Authority Procurement Management subscribes to the State's Code of Ethics for Governmental Service. Moreover, these employees should conduct themselves in such a manner as to foster public confidence in the integrity of the organization and the public procurement process.

**SCOPE**

The general scope of this policy is to protect governmental integrity. Employees of the Georgia Technology Authority Procurement Management must discharge their duties impartially and in such a manner as to assure fair and competitive access to governmental procurement by responsible vendors.

**POLICY**

The Georgia Technology Authority Procurement Management Division subscribes to the following ethical principles that govern the conduct of every person employed by this organization:

- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes that GTA Procurement Management and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts,

gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.

- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- Resists encroachment on control of personnel in order to preserve integrity as a professional manager.
- Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- Does not challenge or attack others. Discussions and comments are meant to stimulate conversation not to create contention.
- Let's others have their say, just as you may desire.
- Defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited.
- Does not post anything that one would not want the world to see or that one would not want anyone to know came from you.
- Uses caution when discussing products. Information posted is covered by the GTA and State of Georgia Open Records Request and Act.
- Seeks or dispenses no personal favors.
- Handles each administrative problem objectively and empathetically, without discrimination.

#### RESPONSIBILITY TO YOUR EMPLOYER

- Follow the lawful instructions or laws of the employer.
- Understand the authority granted by the employer.
- Avoid activities, which would compromise or give the perception of compromising the best interest of the employer.
- Reduce the potential for any charges of preferential treatment by actively promoting the concept of competition.
- Obtain the maximum benefit for funds spent as agents for the employer.

#### CONFLICT OF INTEREST

- Avoid any private or professional activity that would create a conflict between your personal interest and the Interests of your employer.
- Avoid engaging in personal business with any company that is a supplier to your employer.

- Avoid lending money to or borrowing money from any supplier.

#### PERCEPTION

- Avoid the appearance of unethical or compromising practices in relationships, actions and communications, including social media outlets.
- Avoid business relationships with personal friends. Request a reassignment if the situation arises.
- Avoid noticeable displays of affection, which may give an Impression of impropriety.
- Avoid holding business meetings with suppliers outside the office.
- When such meetings do occur, the meeting location should be carefully chosen so as not to be perceived as inappropriate by other persons in the business community or your peers.

#### GRATUITIES

- Never solicit or accept money, loans, credits or prejudicial discounts, gifts, entertainment, favors or services from your present or potential suppliers which might influence or appear to influence purchasing decisions.
- Never solicit gratuities in any form for yourself or your employer.
- Items of nominal value offered by suppliers for public relations purposes are acceptable when the value of such items has been established by your employer and would not be perceived by the offeror, receiver or others as posing an ethical breach.
- Gifts offered exceeding nominal value should be returned with an explanation or if perishable either returned or donated to a charity in the name of the supplier.
- In the case of any gift, care should be taken to evaluate the intent and perception of acceptance to ensure that it is legal, that it will not influence your buying decisions, and that it will not be perceived by your peers and others as unethical.

#### BUSINESS MEALS

- There are times when during the course of business, it may be appropriate to conduct business during meals. In such instances, the meal should be for a specific business purpose.



- Avoid frequent meals with the same supplier.
- The purchasing professional should be able to pay for meals as frequently as the supplier. Budgeted funds should be available for such purposes.

## CONFIDENTIAL INFORMATION

- Keep bidder's proprietary information confidential.
- Develop a formal policy on the handling of confidential information.

## RELATIONSHIP WITH THE SUPPLIER

- Maintain and practice, to the highest degree possible, business ethics, professional courtesy, and competence in all transactions.
- Association with suppliers at lunches, dinners or business organization meetings is an acceptable professional practice enabling the buyer to establish better business relations provided that the buyer keeps free of obligation. Accordingly, It is strongly recommended that if a seller pays for an activity that the buyer reciprocate.
- Purchase without prejudice, striving to obtain the maximum value for each dollar of expenditure
- Preclude from showing favoritism or be influenced by suppliers through the acceptance of gifts, gratuities, loans or favors. Gifts of a nominal value that display the name of a firm which is intended for advertisement may or may not be accepted in accordance with the recipients own conscience or jurisdictional rules.
- Adhere to and protect the supplier's business and legal rights to confidentiality for trade secrets, and other proprietary information.
- Refrain from publicly endorsing products.

## RELATIONSHIP WITH THE EMPLOYER

- Remain free of any and all interests and activities, which are or could be detrimental or in conflict with the best Interests of the employer.
- Refrain from engaging in activities where the buyer has a significant personal or indirect financial interest.
- Exercise discretionary authority on behalf of the employer.
- Avoid acquiring interest or incurring obligations that could conflict with interests of the employer.

## RELATIONSHIPS WITH OTHER AGENCIES AND ORGANIZATIONS

- A buyer shall not use his position to exert leverage on individuals or firms for the purpose of creating a benefit for agencies or organizations that he may represent.
- All Involvement and transactions shall be handled in a professional manner with the Interest of the buyer's employer taking precedent.

## RELATIONSHIP WITH PROFESSIONAL PURCHASING ORGANIZATIONS AND ASSOCIATIONS

- It is the obligation and the responsibility of the buyer, through affiliation with professional organization, to represent that organization in a professional and ethical manner.
- A buyer shall not use his position to persuade an Individual or firm to provide a benefit to an organization.






# GTA Procurement Manual2.1.21

Final Audit Report

2021-01-19

Created:	2021-01-19
By:	Lisa Mehalko (lisa.mehalko@gta.ga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMSwkprzsHVouz0m_-1Ygeg8xcpkRfDpT

## "GTA Procurement Manual2.1.21" History

-  Document created by Lisa Mehalko (lisa.mehalko@gta.ga.gov)  
2021-01-19 - 4:41:51 PM GMT- IP address: 99.10.228.170
-  Document emailed to Chris McClendon (chris.mcclendon@gta.ga.gov) for signature  
2021-01-19 - 4:42:39 PM GMT
-  Email viewed by Chris McClendon (chris.mcclendon@gta.ga.gov)  
2021-01-19 - 4:56:46 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Chris McClendon (chris.mcclendon@gta.ga.gov)  
Signature Date: 2021-01-19 - 4:57:18 PM GMT - Time Source: server- IP address: 75.42.44.94
-  Agreement completed.  
2021-01-19 - 4:57:18 PM GMT