



Office of Procurement Management

PROCUREMENT POLICIES AND PROCEDURES MANUAL

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Note: GTA Office of Procurement Management, at its option, may change, delete, suspend, or discontinue parts of the manual in its entirety, at any time without prior notice. GTA offices will be notified.

ADOPTED:

Fernando J Puerto
Director of Procurement



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1. INTRODUCTION

This document has been developed by the GTA Office of Procurement Management to establish the general policies and procedures for the planning, development, solicitation, award, and management of procurements conducted for the Georgia Technology Authority (“GTA”).

Procurement Overview

Contact Information	
Phone Number	404-643-2300
Email Address	Procurement@gta.ga.gov
Web	www.gta.ga.gov/procurement

1.1. Purpose and Mission

GTA has established a centralized Office of Procurement Management (OPM) to perform GTA’s purchasing functions. It is the mission of the Office of Procurement Management to contribute to the efficiency and effectiveness of procuring IT goods and services; defining procurement processes and functions; promoting fiscal responsibility; and helping improve customer satisfaction for GTA.

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 (O.C.G.A. § 50-5-50 et seq.), GTA Office of 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 the divisions and offices within GTA. “Customers” means all organizations, divisions, offices, and agencies supported by GTA.

1.3. Enabling Authority

In accordance with [O.C.G.A 50-25-4](#), the Office of 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.

The Office of 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.

The Office of 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.

1.4. GTA Procurement Manual (GTA PM)

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

1.5. Procurement Duties and Responsibilities

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 Office of Procurement Management is a strategic operational support function. The GTA Director of Procurement has managerial responsibility for the three pillars of GTA’s public sector procurement: (1)



sourcing, (2) purchasing, and (3) contract management/governance. The staff of the Office of 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, Requests for Proposals, Requests for Information and Requests for Qualified Contractors 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 Department of Administrative Services' (DOAS) Statewide P-Card Program.
13. 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.
14. Facilitating procurement disputes and protests utilizing GTA PM procedures as appropriate and set forth herein.
15. 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 Office of Procurement Management also works with DOAS's State Purchasing Division (SPD) and other nationally recognized procurement related organizations and training centers to facilitate training and certification of staff, as appropriate.

The Office of Procurement Management is responsible for managing the activities described above, however 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.



1.6. Exceptions

Any exceptions to any requirement described in these policies and procedures may only be granted by the express written approval of the Director of Procurement, and the GTA Executive Director, if deemed necessary, to the extent that such exception does not conflict with the GTA policies 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 the Office of Procurement Management, along with a detailed statement of justification for the exception.

The Director of Procurement may also make exceptions to the requirements and thresholds on behalf of departments or GTA if the Office of 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 a copy of such request sent to GTA's Executive Director and/or other appropriate member of GTA's executive leadership.

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

1.7. 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's Office of 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.

1.8. Statewide Policies

When applicable, GTA Office of Procurement Management will abide by all of the following Georgia statewide policies:

Statewide Procurement Policies

- State Accounting Office (SAO): [Payment Method Policy](#)
- Executive Order 12.21.10.01: [Payment Timing](#)
- SAO: [Vendor Management Policy](#)
- SAO: [Vendor Reactivation Procedure](#)
- SAO: [Accounts Payable Disbursement Policy and Procedure](#)
- DOAS: [Georgia Procurement Manual](#)

Statewide Purchasing Card (P-Card) Policies

- DOAS: [Statewide P-Card Policy](#)
- DOAS: [AD 201701 P-Card Payment Method](#)

Statewide Travel Policies

- SAO: [Statewide Travel Policy](#)
- SAO: [Group Meal Policy](#)

2. PROCUREMENT POLICIES AND PROCEDURES

The Procurement Cycle Overview



Figure 1 – Procurement Process

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 requesting department or office until such goods and/or services are received, used, and disposed of.

In each section, there is a listing of the key steps required to complete the process, along with a table of all forms needed/used within that section.

2.1. Definition of Need

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



Figure 2 – Step 1 – Definition of Need

2.1.1. Key Steps

The key steps for the **Definition of Need** stage are:

- Identifying internally/externally the need for purchase or establishment of a new contract
- Analyzing existing contract sources by applying the Order of Precedence



- Determining whether a sourcing event is required, and which method is best suited
- Reviewing special approvals or restrictions applying to certain purchases

TABLE 2.1		
Referenced Official Forms	GTA Use	Supplier Use
Emergency Justification Form	•	
Automated Submission Process	GTA Use	Supplier Use
Piggyback Request	•	
Statewide Contract Waiver Request	•	
Georgia Procurement Registry (GPR)		•
Georgia Jaggaer Sourcing Director Registry		•

GTA Office of Procurement Management will assist the Business Owner with the assessment and determination of 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 Business Owner develops and submits a procurement requisition for approval.

The Office of Procurement Management and the requesting Business Owner will engage in procurement planning discussions to further define and plan the appropriate method of procurement.

2.1.2. 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 the Office of Procurement Management early in the planning process 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.

2.2. Procurement Method Selection



Figure 3 – Step 2 – Procurement Method Selection

The Office of Procurement Management will research availability of existing contractors and open market suppliers to source from, decide the best method of procurement and conduct the appropriate procurement and award procedures to obtain the required product and/or services.

Should the needed goods and/or services require a competitive bid solicitation, the Office of Procurement Management will collaborate with the requesting Business Owner and plan the procurement process. (Also, see section [2.3.7.1 Formal Bid Solicitations](#).)



2.2.1. Key Steps

The key steps for the **Procurement Method Selection** stage are:

- Creating a [Procurement Request Form](#) on the MyGTA website
- Identifying the best solicitation method
- Planning the solicitation
- Identifying scope, stakeholders, and critical business requirements
- Conducting market analysis to identify available goods, services, and suppliers
- Estimating expected contract award value or purchases for the fiscal year
- Addressing market and budget constraints

TABLE 2.2		
Referenced Official Forms	GTA Use	Supplier Use
Sole Source Justification	•	
Sole Brand Justification	•	
Emergency Purchase Justification	•	
Request For Information Template	•	
Automated Submission Process	GTA Use	Supplier Use
Georgia Jaggaer Sourcing Director Registry	•	•
Administrative Review	•	
Requisition in TGM™	•	
Request For Information Solicitation	•	

2.2.2. Roles and Responsibilities

GTA Business Owner Responsibilities

- Create Procurement Request Form
- Provide Statement of Work (SOW) and specifications
- Determine cross functional and core evaluation team
- Establish and determine scoring for solicitation
- Create a requisition within the Team Georgia Marketplace™ (TGM) eProcurement System (ePro)

GTA Procurement Management Responsibilities

- Maintain library of all sourcing documents
- Update, as necessary, all sourcing forms
- Determine best sourcing methodology
- Determine solicitation scoring and evaluation criteria, with assistance from end-user department
- Facilitate pre-post solicitation departmental meetings
- Evaluation guidelines

GTA Office of Contract & Compliance Responsibilities

- Provide a complete Master Services Agreement (MSA)
- Provide a complete Intergovernmental Agreement (IGA) if sourcing for other state entity
- Validate SOW is consistent with MSA and GTA policies

GTA Office of Budget Services Responsibilities

- Validate budget and charging codes



2.2.3. Procurement Request Form & Requisition Submission

The official requisition method to be used by GTA for requesting procurement services is provided in section 5 – [Appendix B, Tool -Team Georgia Marketplace™ \(TGM\)](#)

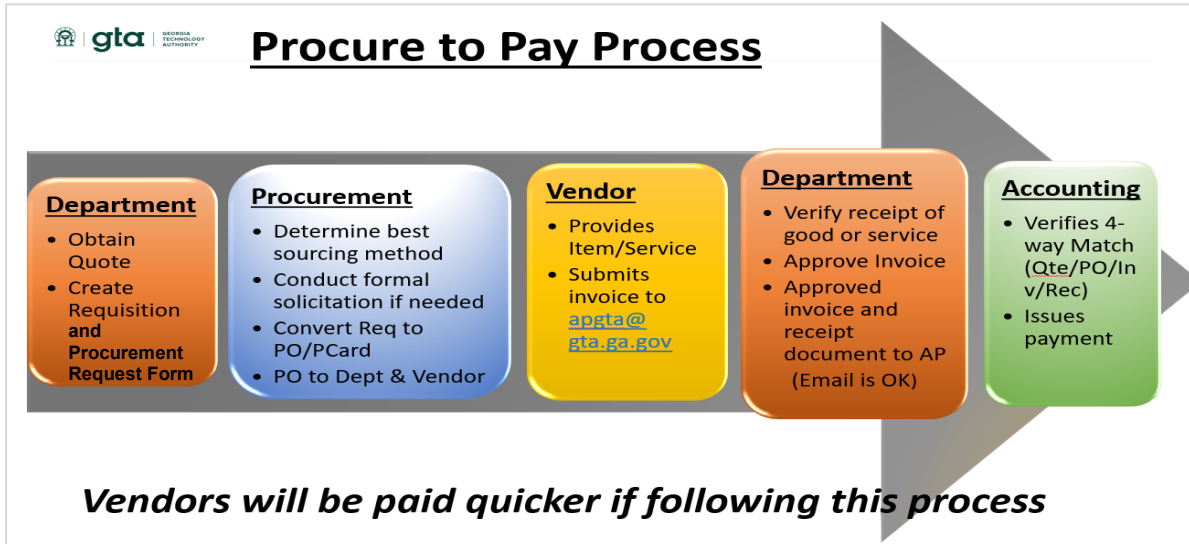


Figure 4 – Procure to Pay Process

Procurement Request Forms and Requisitions issued by Business Owner must be submitted per the GTA Procurement Requisition Method to the Office of Procurement Management with the appropriate documentation and approvals.

The following are requirements for requesting goods and services:

- The Procurement Request Form and subsequent 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.
- Requesting Business Owner should determine cost. Budget approvals will be obtained via the Procurement Request Form prior to submitting the requisition to the Office of Procurement Management.
- The Procurement Request Form and subsequent requisition must indicate a reasonable requested delivery date in the “Date needed” block. The typical processing time from receipt of a Requisition to the release of the purchase 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.
- For procurements conducted through a competitive bid solicitation, determining the appropriate turnaround time for delivery of the good or service or contract commencement must be taken into consideration. Expected process lead-times to be developed in coordination with the Office of Procurement Management.
- For “rush” or Emergency Purchases (as defined below) of \$25,000 and above, needing an exception to the competitive bidding requirements and an expedited PO released within two (2) business days, the requesting Business Owner must provide a detailed justification. Procurement Management will determine if the request is valid and will create a formal



procurement justification using the Purchasing Exemption Request Form. This Purchasing Exemption Request Form is approved by the Procurement Director, and finally by the GTA Executive Director.

- The Procurement Request Form and subsequent requisition must reflect any supplier or provider (if known) for the item(s) requested, although the Office of 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 and attached to the Procurement Request Form and subsequent requisition.

2.2.4. Emergency Purchases and Procurements

An Emergency Purchase is a purchase made for goods and/or services with requirement(s) that must be delivered on an urgent basis (the same, next business day or as soon as possible) as dictated by an extreme business need and 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 Office of Procurement Management, by phone and/or email, to provide justification and ordering information about the emergency circumstance requiring prompt procurement action with the goal 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 Procurement Request Form and requisition to GTA’s Office of Procurement Management in no more than a 48-hour period after the emergency purchase has occurred.
- The GTA Procurement Director, or designee, will assess the submitted request and provide approval for prompt procurement by the assigned Procurement Officer.

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

2.2.4.1. Exception for Emergency Procurements

Verbal requests for procurement activities are not satisfactory substitutes in lieu of GTA’s official requisition method. Only in the in case of an emergency, verbal requests may be made prior to initiating a procurement following the actions described in Section 2.2.4 above. An official Procurement Request Form and subsequent requisition, along with approved justification must be included and attached to the Procurement Request form and requisitions following any request made in an emergency.



2.3. Solicitation Development



Figure 5 - Step 3 - Solicitation Development

2.3.1. Key Steps

The key steps for the **Solicitation Development** stage are:

- Review potential use of existing sources and contracts
- Determine if use of consultants is needed to develop solicitation
- Understand all required sourcing tools
- Select appropriate solicitation templates
- Construct solicitation and evaluation documents
- Select appropriate contract template, if applicable
- Supplier Actions:
 - Register on [Team Georgia Marketplace™](#)
 - Register on [Georgia Procurement Registry](#)
 - Register on [Jaggaer Sourcing Director](#)
 - Access and review solicitations
 - Prepare and submit response to solicitation
- GTA Actions:
 - Publicly advertise solicitations on [Jaggaer Sourcing Director](#) and the [Georgia Procurement Registry \(GPR\)](#)
 - Managing communications
 - Revising or canceling solicitations as needed
 - Receiving supplier responses and closing the solicitation

TABLE 2.3		
Referenced Official Forms	GTA Use	Supplier Use
Non-Disclosure Agreement (NDA)	•	•
Tax Compliance		•
E-Verify		•
W9		•
Certificate of Insurance (COI)		•
Master Services Agreement (MSA)	•	•
RFP Template	•	
RFQ Template	•	
RFQC Template	•	
Statement of Need (SON) Template	•	
Mandatory Response Worksheet	•	•



TABLE 2.3		
Referenced Official Forms	GTA Use	Supplier Use
Offeror's Conference Announcement	•	
Request for Clarification	•	•
Definitions (GETS, GTA Direct, SON)	•	•
Questions (and Answers) Form	•	•
Automated Submission Process	GTA Use	Supplier Use
Register via Jaggaer Sourcing Director		•
Register Georgia Procurement Registry (GPR)		•
Register on Team Georgia Marketplace ™		•

2.3.2. Strategic Procurement Planning

In an effort to facilitate and conduct best value procurements, GTA Office of Procurement Management may develop and implement a 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 L - Procurement Planning Milestone \(PPM\) Sample](#)).

2.3.3. Supplier Sourcing and Selection Procedures

The Office of Procurement Management will procure goods and services using procurement methods identified in Section 2.3.5 of this manual and will operate under the procurement parameters and procedures of this GTA Procurement Manual.

2.3.3.1. General Process for Purchasing Goods and Services

All requests for services provided to the Office of Procurement Management must be initiated by a Business Owner (or their representative) by creating a Procurement Request Form, which will collect all the proper authorization of the respective Business Owner, Office Director, Budget Officer, Senior Officer, or their designated staff member, and CIO/Executive Director, if applicable.

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

- The Office of Procurement Management will determine the best acquisition methods that comply with bidding parameters. The Office of Procurement Management will recommend award to suppliers reflecting the final price. The Business Owner will submit/update a Procurement Request Form and subsequent requisition affirming the selection. The Office of Procurement Management will prepare and issue a purchase order (PO). The approved and signed PO is forwarded electronically by email or EDI to the awarded supplier and to all other appropriate internal parties.
- When notified in writing by GTA Accounts Payable, a designated person from the Business Owner's departmental unit will electronically receive the goods/services into the State's financial system. An approved invoice by the Business Owner's departmental unit is required prior to the release of funds. The approved invoice is electronically sent to GTA Office of Accounting Services for further processing.
- The Business Owner will enforce the contractual guarantee or warranty applying to the goods or services purchased, engaging GTA General Counsel or GTA Office of Contracts & Compliance for assistance, as needed.



2.3.3.2. 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. Best Value Methodology

This refers to 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. A best value procurement methodology considers other factors such as quality and expertise, when selecting contractors, rather than only looking at price as the decisive factor.

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 Office of Procurement Management.
- 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. Supplier questions are received, and answers are posted to the supplier community.
- 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 solicitation and contract file. Evaluation factors may include, but are not limited to:
 - i. Quality factors
 - ii. Delivery and implementation schedule
 - iii. Maximum facilitation of data exchange and systems integration
 - iv. Warranties, guarantees, and return policies
 - v. Bidder's financial stability
 - vi. Consistency of the proposed solution with the state's strategic program direction
 - vii. Effectiveness of business solution and approach
 - viii. Industry and program experience
 - ix. Prior record of vendor performance
 - x. Bidder's expertise with similar projects
 - xi. Proven development methodologies and tools
 - xii. 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 requested and 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’s Office of 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/or 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.

2.3.5. Procurement Methods and Processes

The Director of Procurement 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 the Office of Procurement Management include the following:

- Non-Competitive Solicitations and Procurements ([Section 2.3.6](#))
- Competitive Solicitations and Procurement Solicitations ([Section 2.3.7](#))

2.3.6. Non-Competitive Solicitations and Procurements

All formal solicitations will be posted on [Jaggaer Sourcing Director](#) and/or on the Georgia Procurement Registry (GPR). Non-competitive solicitations and procurements do not require formal postings.

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. The Office of Procurement Management generally obtains one quote, bid or proposal, or pre-determined/negotiated fixed price. These procurements are generally used for the following situations:

- Open market purchases (below bidding dollar thresholds)
- Sole brand purchases
- Sole source purchases
- Statewide and agency contract purchases
- Mandatory source purchases
 - Georgia Enterprise Procurement Services (GEPS)
 - Georgia Correctional Industries (GSI)
- Cooperative purchasing agreement purchases
- Emergency purchases
- Exceptions granted by proper GTA authorization

2.3.6.1. 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, necessitating a competitive bid, as specified in the Georgia Department of Administrative Services’ Georgia Procurement Manual ([DOAS GPM](#)) or per GTA’s posting policy. (See [APPENDIX C – GTA Solicitation Posting Policy](#)). If the needed goods or services resource can reasonably be expected to be acquired for less than the competitive dollar threshold and is not currently available on any DOAS state or GTA contract, or is not available through statutorily required sources (such as [Georgia Correctional Industries \[GCI\]](#) or [Georgia Enterprises for Products and Services \[GEPS\]](#)), 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.



2.3.6.2. Sole Brand Purchases

A sole-brand purchase is a type of solicitation which includes specifications restricting offered goods to a specific manufacturer or owner’s brand. Before deciding that only one specific brand of goods will meet the GTA’s critical business requirements, GTA’s Office of Procurement Management 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’s Office of Procurement Management to process a solicitation with the insertion of "No Substitutions" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer.

2.3.6.3. Sole Source Purchases

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](#) (GPM). 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 the Office of Procurement Management .

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 the Office of Procurement Management of an apparent sole source through market research, a competitive procurement or notice of intent to sole source, and GTA’s written justification with approval by the Director of Procurement and any other required approvals by GTA Executive Director, or their designee..

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

- GTA Business Owner submits a Procurement request Form and subsequent Requisition with appropriate supporting documentation to GTA’s Office of 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 Director of Procurement, or designee, will review the submitted Procurement Request Form and requisition, together with any supporting documentation, to determine if a sole source purchase is appropriate for approval pursuant to the Georgia Procurement Manual (GPM).
- The assigned GTA Procurement Official will conduct sole source procurement and award activities in compliance with the GPM.

2.3.6.4. Statewide Contracts, GTA Statewide Agreements, Statutory Sources, and Cooperative Agreement Purchases

[Statewide Contracts](#) (SWC) are competitively bid and awarded by the Department of Administrative Services for use by applicable state government entities on a mandatory or convenience basis. These are for the use of applicable state of Georgia governmental entities.

GTA, in consultation with DOAS SPD, has competitively bid and awarded some Statewide



Agreements/Contracts when the subject matter expertise resided within GTA. GTA strongly encourages other government entities to use these contracts, which may be viewed on the GTA website under [Georgia Enterprise Technology Services \(GETS\)](#) and [GTA Direct Services](#).

In accordance to the Order of Precedence, GTA is required by statute to purchase certain products and services from [Georgia Correctional Industries Administration \(GCI\)](#) and [Georgia Enterprises for Products and Services \(GEPS\)](#) where the products/services being purchased have been certified in writing. In the event both GCI and GEPS offer certified products/services capable of meeting GTA's needs, GTA has the choice of either source. The "State Use Law" in Sections 50-5-135 & 50-5-136(b)(2) of the Official Code of Georgia is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. GTA is required to purchase items from GEPS when the State Use Council has designated those items as mandatory. The Georgia Department of Corrections may certify certain products or service as "*available and of competitive quality and price*". GTA is required to procure from GCI only those goods or services that are certified based on cost, delivery schedules, and availability within 15 days of notice of certification.

Cooperative purchasing is "*procurement conducted by, or on behalf of, one or more Public Procurement Units*" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Cooperative purchasing agreements are those that typically aggregate orders for lower pricing. DOAS maintains a list of [approved Cooperative Agreements](#) for use. [General Services Administration \(GSA\)](#), [Sourcewell](#) and [ValuePoint](#) via NASPO are a few examples.

2.3.6.5. GTA Exempt Purchases

Special projects, services and/or products that might not allow GTA's procurement processes and policies to be fulfilled due to their nature will be requested to be served by GTA from time-to-time. These special requests will need to be reviewed in a case-by-case scenario by the Business Owner, a subject matter expert and the Office of Procurement Management. Once determined that these projects, services and/or products are within the scope of GTA's mandate and have enough supporting documentation, such special request will be presented to GTA Executive Leadership to request a special purchasing exemption. When GTA executive leadership has determined that the special exemption to the stated processes and policies is warranted, GTA's Office of Procurement Management, in accordance with supporting/memorializing documentation (Purchasing Exemption Request Form) will purchase the necessary services. Valid documentation/artifacts regarding the requested and approved exempt purchase must be included/attached to all procurement records.

2.3.6.6. NIGP Exempt Services

GTA's Office of Procurement Management will exempt from competitive bidding any goods/services exempt from the State Purchasing Act, such as Professional Services, and all goods/exempt that have been waived by DOAS SPD by their NIGP™ Code. A list of exempt goods/services by NIGP™ Code can be found at: <https://doas.ga.gov/assets/State%20Purchasing/NEADocumentLibrary/NIGPExemptList.pdf>.

2.3.6.7. 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 (GPR).



2.3.6.7.1. Request For Information (RFI)

A Request for Information (RFI) is a semi-formal method for requesting information from suppliers who have knowledge or information about an industry, goods, or service. A request is issued to 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.

The steps to perform an RFI include the following:

- Business Owner submits a Procurement Request Form to GTA’s Office of Procurement Management to request information from the supplier marketplace regarding the general product and/or services required. The express purpose is to survey suppliers and industry marketplace for potential GTA procurement requirements.
- GTA’s Office of Procurement Management coordinates development of the RFI and manages the event.
- Upon completion of the RFI process, GTA Business Owners may implement any follow-up strategy and decisions based on the RFI results.
- The Office of Procurement Management may request RFI suppliers to provide additional information, as needed.

2.3.6.7.2. 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.

The steps to perform an Electronic Quote are the following:

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

2.3.6.7.3. Statement of Need (SON)

Pursuant to the multiple MSA award of a formal competitive Request for Qualified Contractors (RFQC) solicitation, (*see Section [2.3.7.1.3. Request for Qualified Contractors \(RFQC\)](#)*), a Statement of Need (SON) solicitation is released to only those awarded prequalified contractors (Qualified Contractor) in order to obtain informal competitive Statement of Work (SOW) bid responses for the goods and/or services that align with the RFQC scope of work. However, GTA, at its sole discretion may elect to:

- Issue a SON to awarded Qualified Contractors, or GTA at its sole discretion may only select and award an SON to one (1) of the Qualified Contractors and/or;
- GTA, at its sole discretion reserves the right to further “down-select” to a specific Qualified Contractor for a specific engagement/task order.



The steps to perform an SON are the following:

1. SON Business Owner submits a Procurement Request Form to The Office of Procurement Management.
2. The Office of Procurement Management assists in the development of the procurement schedule and the SON requirements with the Business Owner in other to obtain the goods or services needed.
3. The Office of Procurement Management prepares all solicitation documents, including, but not limited to:
 - a. Statement of Need Template
 - b. Mandatory Response Worksheet
 - c. Mandatory Scored Response Worksheet
 - d. Offeror’s Conference Announcement, if applicable
 - e. Request for Clarification
 - f. Definitions (SON)
 - g. Questions and Answers Form
 - h. Best and Final Offer (BAFO) form
4. The Office of Procurement Management releases the electronic SON on Jaggaer Sourcing Director to only those Qualified Contractors (from an awarded RFQC) under contract to GTA.
5. The Office of Procurement Management invites one or more among only those 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.
6. The Office of Procurement Management receives the SOW and pricing bid responses from Qualified Contractors and performs the following sequential review process: it first conducts the *Administrative* review, then facilitates the *Technical* and *Price* reviews, and, if applicable, oversees any negotiations required/requested. Only those suppliers that pass the administrative review will have their technical proposals given to the evaluation team for technical review. Subsequently, only those suppliers that pass the technical review will have their Cost Proposals evaluated in the price review.
 - a. Administrative Review: The proposals will be reviewed by the OPM Issuing Officer to determine the proposal’s compliance with the following requirements:
 - i. *Timeliness*: Proposal was submitted by deadline
 - ii. *Responsiveness*: Proposal is complete and contains all required documents
 - iii. *Non-Cost Bias Technical Information*: Technical Proposal does not include any pricing from the Cost Proposal.
 - b. Technical Review: The mandatory and mandatory scored requirements will be evaluated individually by the GTA Evaluation Committee. The Evaluation Team will review each proposal in detail to determine compliance with mandatory requirements. Responses to “Mandatory” will be evaluated on a pass/fail basis and “Mandatory Scored” questions will be graded. If a proposal fails to meet a mandatory and/or mandatory scored requirement, GTA will determine if the deviation is material.
 - A *material deviation* will be cause for rejection of the proposal.
 - An *immaterial deviation* will be processed as if no deviation had occurred.
 All proposals which meet the requirements of the “Mandatory” and “Mandatory Scored” questions are considered “Responsive Proposals” will be scored in accordance with the point allocation in the solicitation.

GTA uses a scoring matrix between 0% and 100% for each deliverable. These scores



are then totaled and converted per the weighted percentages listed in the solicitation. The acceptable scoring range is determined uniquely within each solicitation. See **Figure 6 - SON Scoring Criteria**.

Any proposal that receives a score of “Fail” in any of the mandatory - scored requirement items, will be disqualified and not be eligible for further evaluation.

Score	Description	Rating Adjective
100%	Response fully addresses the topic and exceeds several requirements	Excellent
75%	Response more than adequately addresses the topic and exceeds those requirements in some aspects for the specific criteria	Good
50%	Response addresses the topic and meets requirements	Adequate
25%	Response addresses the topic and could meet requirements with minor changes to the potential solution or approach	Marginal
0%	Response does not address the topic, or the potential solution is poor/unrealistic/inadequate or fails to meet requirements	Poor
Fail	- Answers "No" to mandatory requirement; or - The narrative response provided constitutes a material deviation from the requirement	No Response

Figure 6 – SON Scoring Criteria

GTA evaluation committee may utilize Average Total Score or Consensus Scoring to determine which response best meets the needs and requirements for GTA (the determination of which scoring methodology will be made before the solicitation is published by the Issuing Officer with the approval of the Director of Procurement). Scores will be determined based on the proposal that produces the best solution for the state. GTA arrives at a Technical highest scoring SOW, ranking all per the evaluation criteria.

- c. Pricing Review: The Office of Procurement Management opens the pricing response(s) and calculates a SON/SOW awardee. The responsive and responsible bidder(s) with the lowest price will receive the maximum number of points allocated for the price component. All other responsible bidder's price proposals deemed to be responsive and responsible in the Acceptable range will receive a prorated score calculated using the following formula: _

$$L/R \times P = Z$$

Where:

L = Price of the supplier's response with the lowest cost.

R = Total cost of the Proposal being ranked.

P = Total points available for cost scoring.

Z = Assigned points.

- 7. The GTA Office of Procurement Management team will seek the stakeholder's approval for award to the apparent successful bidder(s). Once receiving approval from stakeholders to award, the Procurement Officer will request the Office of Contracts & Compliance to prepare the contracts for signature.



8. The Office of Procurement Management, in consultation with GTA’s General Counsel and Office of Contracts & Compliance, will ensure the agreement is timely signed by the parties, and completes the award processes by posting the **Notice of Award** (NOA) information to the Jaggaer Sourcing Director.
9. The SON Business Owner submits a requisition affirming the awardee(s) cost, and the services described in the SON and SOW.
10. The Office of Procurement Management issues a PO, awarding to the Qualified Contractor(s) with the best value SOW proposal and cost response meeting the SON requirements.

2.3.7. Competitive Solicitations and Procurement Solicitations

In the administration of procurement requirements for GTA, the GTA’s Office of Procurement Management will obtain competitive bids and proposals for goods and services that exceed the Georgia Procurement Manual (GPM) dollar threshold for non-competitive bids through the issuance of formal procurement solicitations. (See [APPENDIX C – GTA Solicitation Posting Policy](#))

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. The Office of Procurement Management makes an award to the responsive and responsible bidder providing the lowest total price, or to the bidder providing the best value or qualified proposal. Formal procurement solicitations include:

- Request for Quote (RFQ)
- Request for Proposal (RFP)
- Request for Qualified Contractors (RFQC)

2.3.7.1. Formal Bid Solicitations

2.3.7.1.1. 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. The Office of 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 an MSA or PO is made to the lowest, responsive, and responsible bidder.

The steps to perform an RFQ are as follows:

1. GTA Business Owner submits a Procurement Request Form to the Office of Procurement Management.
2. The Office of Procurement Management, with the Business Owner, project managers and/or subject matter experts (SMEs), develops the procurement schedule, the technical specifications and pricing requirements in order to obtain the goods or services to be purchased.
3. The Office of Procurement Management prepares all solicitation documents, including, but not limited to:
 - a. Request for Quote Template
 - b. Mandatory Response Worksheet
 - c. Cost Proposal Worksheet



- d. Offeror's Conference Announcement, if applicable
 - e. Request for Clarification
 - f. Definitions
 - g. Questions and Answers Form
4. The Office of Procurement Management publicly solicits the final RFQ bid requirements to the [Georgia Procurement Registry \(GPR\)](#) and [Jaggaer Sourcing Director](#) for bidders to submit competitive quotes by the required due date and time in accordance with the GTA PM solicitation posting requirements.
 5. The Office of Procurement Management receives bidders' quotes and all supporting documentation; tabulates quotes; determines the lowest cost proposal(s) from the responsive and responsible bidder and may conduct a Best and Final Offer (BAFO) negotiation. Upon completion of these steps, the Office of Procurement Management then posts the Notice of Award (NOA) and bid tabulation results to the [GPR](#) and [Jaggaer Sourcing Director](#).
 6. Business Owner creates a requisition, affirming the selected bidder and cost.
 7. The Office of Procurement Management issues a purchase order (PO), awarding to the lowest, responsive, and responsible bidder meeting the quote specifications.

2.3.7.1.2. 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 responses contain comprehensive qualifications and experience data relevant to the specific needs. Upon evaluation by an Evaluation Committee, bidders are further ranked by the evaluation of the technical proposals and may be interviewed. After the Evaluation Committee determines the top-ranked bid(s), only those bidders' cost proposals will be opened, and, if applicable, a meeting will be arranged with those bidders to negotiate the final cost. GTA may enter into contract negotiations with the finalist bidder(s).

Having agreed to a best and final offer (BAFO), the apparent successful bidder(s) may be offered an MSA for execution. If no MSA is executed or cost structure is not agreed upon with the top-ranked bidder, negotiations with that bidder will be terminated. Negotiations will then proceed in the same manner with the second-ranked bidder, 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 O.C.G.A. 50-22-2(4), and only as approved by the Director of Procurement.

The RFP method uses a combination of cost in addition to the best proposed solution to determine the award of an MSA and issuance of a PO.

The steps to perform an RFP are as follows:

1. GTA Business Owner submits a Procurement Request Form to the Office of Procurement Management .
2. The Office of Procurement Management, with the Business Owner, project manager and/or subject matter experts (SMEs) develops the procurement schedule, the technical specifications and pricing requirements in order to obtain the goods or services to be purchased.
3. The Office of Procurement Management prepares all solicitation documents, including, but not limited to:
 - a. Request for Proposal Template
 - b. Mandatory Response Worksheet
 - c. Mandatory Scored Response Worksheet



- d. Cost Proposal Worksheet
 - e. Offeror's Conference Announcement, if applicable
 - f. Request for Clarification
 - g. Definitions (GETS, GTA Direct, SON)
 - h. Questions and Answers Form
 - i. Negotiation Announcement, if applicable
4. The Office of Procurement Management publicly posts the RFP solicitation's technical and price proposal requirements to the [Georgia Procurement Registry](#) (GPR) and [Jaggaer Sourcing Director](#) for bidders to submit a competitive proposal by the required due date and time, in accordance with the GTA PM solicitation posting requirements.
5. The Office of Procurement Management receives bidder proposals and performs the following sequential review process: it first conducts the *Administrative* review, then facilitates in the *Technical* and *Price* reviews, and, if applicable oversees any negotiations required/requested. Only those suppliers that pass the administrative review will have their technical proposals given to the evaluation team for technical review. Subsequently, only those suppliers that pass the technical review will have their cost proposals evaluated in the price review.
- a. **Administrative Review:** The proposals will be reviewed by the designated Procurement Issuing Officer to determine the proposal's compliance with the following requirements:
 - i. *Timeliness:* Proposal was submitted by deadline
 - ii. *Responsiveness:* Proposal is complete and contains all required documents
 - iii. *Non-Cost Bias Technical Information:* Technical Proposal does not include any pricing from the Cost Proposal

- b. **Technical Review:** The mandatory and mandatory-scored requirements will be evaluated individually by the GTA Evaluation Committee. The Evaluation Committee will review each proposal independently in detail to determine compliance with mandatory requirements. Supplier's proposals must never be compared to one another, but solely based on the solicitation requirements. Responses to "Mandatory" will be evaluated on a pass/fail basis and "Mandatory Scored" questions will be graded. If a proposal fails to meet a mandatory and/or mandatory scored requirement, GTA will determine if the deviation is material.
 - A *material deviation* will be cause for rejection of the proposal.
 - An *immaterial deviation* will be processed as if no deviation had occurred.

All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" will be scored in accordance with the point allocation in the solicitation.

Scoring of proposals are conducted using the RFP Scoring Criteria. See **Figure 7 – RFP Scoring Criteria**. Each deliverable listed in an RFP will be scored on a matrix between 0% to 100%, based on responsiveness. The percentages are then totaled and converted to the weighted score, or points, per the Scoring Criteria and will be assessed against the scoring range stated in the solicitation.

Any proposal that receives a score of "Fail" in any of the mandatory scored requirement items, will be disqualified and not be eligible for further evaluation.



Score	Description	Rating Adjective
100%	Response fully addresses the topic and exceeds several requirements	Excellent
75%	Response more than adequately addresses the topic and exceeds those requirements in some aspects for the specific criteria	Good
50%	Response addresses the topic and meets requirements	Adequate
25%	Response addresses the topic and could meet requirements with minor changes to the potential solution or approach	Marginal
0%	Response does not address the topic, or the potential solution is poor/unrealistic/inadequate or fails to meet requirements	Poor
Fail	- Answers “No” to mandatory requirement; or - The narrative response provided constitutes a material deviation from the requirement	No Response

Figure 7 – RFP Scoring Criteria

GTA evaluation committee may utilize Average Total Score or Consensus Scoring to determine which response best meets the needs and requirements for GTA (the determination of which scoring methodology will be made before the solicitation is published by the Issuing Officer with the approval of the Director of Procurement). Scores will be determined based on the proposal that produces the best solution for the state of Georgia.

- c. Price Review: Only proposals that pass all mandatory requirements, and whose score for the mandatory scored requirements are above an acceptable scoring range are reviewed for pricing.

Assigned points are derived using the following formula:

$$L/R \times P = Z$$

Where:

L = Price of the supplier’s response with the lowest cost.

R = Total cost of the Proposal being ranked.

P = Total points available for cost scoring.

Z = Assigned points.

6. At its sole discretion, GTA may request demonstrations on bidder’s technical proposals and/or negotiations with the bidder on technical and/or cost proposals.
7. The Office of Procurement Management team consult state stakeholder(s), if necessary, for final approval of award to the apparent successful bidder(s).
8. The Office of Procurement Management, in consultation with GTA’s General Counsel and Office of Contracts & Compliance, will ensure that a master agreement is timely signed by the parties. The Procurement Issuing Officer completes the award processes including the posting of the **Notice of Intent to Award** (NOIA) to the GPR, then, if no protest ¹ action is taken, works with the Office of Contracts & Compliance to arrive at a fully executed Agreement and posts the **Notice of Award** (NOA) information to the GPR.

¹ See Protest Policy in [Appendix F](#)



9. Business Owner creates a requisition, affirming the selected bidder and cost.
10. The Office of Procurement Management issues a purchase order (PO).

2.3.7.1.3. Request for Qualified Contractors (RFQC)

A publicly advertised Request for Qualified Contractors (RFQC) solicitation is posted to the GPR and Jaggaer Sourcing Director seeking Statements of Qualifications from interested bidders. The responses contain comprehensive qualifications and experience data relevant to the specific needs. Upon evaluation by an Evaluation 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 Office of Procurement Management may post a NOIA, if applicable, and NOA to the GPR and Jaggaer Sourcing Director.

GTA may elect to release a formal Request for Proposal (RFP) or an informal Statement of Need (SON) to the finalists, who would then prepare more specific proposals and submit to a formal review. Finalist bidders are further ranked by the evaluation of the technical proposals and may be interviewed. After the Evaluation Committee determines the top-ranked bid(s), only those bidders' cost proposals will be opened, and, if applicable, a meeting will be arranged with those bidders to negotiate the final costs. See RFP ([Section 2.3.7.1.2](#)) and SON ([Section 2.3.6.7.3](#)) processes.

Having agreed to a best and final offer (BAFO), the finalist bidder *may* be offered an MSA for execution. If no MSA is executed or cost structure is not agreed upon with the top-ranked bidder, negotiations with that bidder will be terminated. Negotiations will then proceed in the same manner with the second-ranked bidder, 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 O.C.G.A. 50-22-2, and only as approved by the Director of Procurement.

The steps to perform an RFQC are the following:

1. The Office of Procurement Management develops the procurement schedule and the technical qualification requirements with the Business Owner, project manager and/or subject matter experts (SMEs) for future goods or services to be obtained and may include a GTA Agreement for Services.
2. The Office of Procurement Management prepares all solicitation documents, including, but not limited to:
 - a. Request for Qualified Contractor Template
 - b. Mandatory Response Worksheet
 - c. Mandatory Scored Response Worksheet
 - d. Offeror’s Conference Announcement, if applicable
 - e. Request for Clarification
 - f. Definitions
 - g. Questions and Answers Form
3. The Office of Procurement Management publicly posts the RFQC requirements to Jaggaer Sourcing Director and 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. The Office of Procurement Management receives bidder proposals and performs the following sequential review process: it first conducts the *Administrative* review, and then facilitates in the *Technical* reviews. Only those suppliers that pass the administrative review will have their technical proposals given to the evaluation team for technical review.



- a. **Administrative/Preliminary Review:** The proposals will be reviewed by the Procurement Issuing Officer to determine the proposal's compliance with the following requirements:
 - i. **Timeliness:** Proposal was submitted by deadline
 - ii. **Responsiveness:** Proposal is complete and contains all required documents
- b. **Technical Review:** The mandatory scored requirements will be evaluated individually by the GTA Evaluation Committee. The Evaluation Committee will review each proposal in detail to determine compliance with mandatory requirements. Responses to "Mandatory" will be evaluated on a pass/fail basis and "Mandatory Scored" questions will be graded. If a proposal fails to meet a mandatory and/or mandatory scored requirement, GTA will determine if the deviation is material.
 - A *material deviation* will be cause for rejection of the proposal.
 - An *immaterial deviation* will be processed as if no deviation had occurred.

All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" questions are considered "Responsive Proposals" will be scored in accordance with the point allocation in the solicitation.

Scoring of proposals are conducted using the RFP Scoring Criteria. See **Figure 8 - RFQC Scoring Criteria**. Each deliverable listed in an RFQC will be scored on a matrix between 0% to 100%, based on responsiveness. The percentages are then totaled and converted to the weighted score, or points, per the Scoring Criteria and will be assessed against the scoring range stated in the solicitation.

Any proposal that receives a score of "Fail" in any of the mandatory scored requirement items, will be disqualified and not be eligible for further evaluation.

Score	Description	Rating Adjective
100%	Response fully addresses the topic and exceeds several requirements	Excellent
75%	Response more than adequately addresses the topic and exceeds those requirements in some aspects for the specific criteria	Good
50%	Response addresses the topic and meets requirements	Adequate
25%	Response addresses the topic and could meet requirements with minor changes to the potential solution or approach	Marginal
0%	Response does not address the topic, or the potential solution is poor/unrealistic/inadequate or fails to meet requirements	Poor
Fail	- Answers "No" to mandatory requirement; or - The narrative response provided constitutes a material deviation from the requirement	No Response

Figure 8 – RFQC Scoring Criteria

GTA evaluation committee may utilize Average Total Score or Consensus Scoring to determine which response best meets the needs and requirements for GTA (the determination of which scoring methodology will be made before the solicitation is published by the Issuing Officer with the approval of the Director of Procurement). Scores will be determined based on the proposal that produces the best solution for the state.

5. At the conclusion of the process, the Office of Procurement Management, in consultation with GTA's General Counsel and Office of Contracts & Compliance, will ensure that a



master agreement is timely signed by the parties.

6. The Office of Procurement Management may post the **Notice of Intent to Award** (NOIA) and if no protest is received, after the allotted timeframe, works with GTA's General Counsel and Office of Contracts & Compliance to arrive at a list of fully executed contracts.
7. The Office of Procurement Management may post a **Notice of Award** (NOA) of the Qualified Contractors to the GPR and Jaggaer Sourcing Director.

2.3.8. 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 \(O.C.G.A. § 50-18-70 et seq.\)](#).

2.3.9. 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.

2.3.9.1. NDA Term

GTA has determined that the NDA will contain the length of time needed. This term will be specified per each engagement and included in the signed NDA.

2.4. Evaluation of Responses



Figure 9 - Step 4 - Evaluation of Responses

2.4.1. Key Steps

The key steps for the **Evaluation of Responses** stage are:

- Supplier Actions:
 - Responding to solicitation with complete mandatory/required/documents requested
 - Responding to requests for clarifications, if any
 - Participating in negotiations, if any
 - Participating in contract discussions, if any
- GTA Actions:
 - Managing the evaluation process.
 - Verifying suppliers' eligibility for contract award.



- Soliciting additional information from suppliers as needed.
- Conducting negotiations as appropriate.
- Finalizing contract discussions.

TABLE 2.4		
Referenced Official Forms	GTA Use	Supplier Use
Master Evaluation Form/Master Technical Evaluation Template	●	
General Confidentiality Form	●	●
Non-Disclosure Agreement (NDAs)	●	●
Clarification Form	●	●
Administrative Review Requirements Summary Sheet	●	
Supplier Technical Evaluation	●	
Technical and Cost Evaluation Scoring Summary	●	
Bid Tabulation Template	●	
Evaluation Committee Agenda	●	
Request for Clarification	●	
Negotiation Plan	●*	
Invitation to Negotiations	●*	
Negotiations Script	●*	
Negotiations Workbook	●*	
Request for Cost Negotiation (Best and Final Offer)	●	●
Evaluation Committee Guidelines	●	

* Only if needed

2.4.2. Bid/Proposal Administration

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

1. Late Bids

Suppliers' responses must be received on or before the solicitation closing date and time to be considered for contract award. All responses will remain sealed until the solicitation closing date and time. Any responses received after the solicitation closing date and time will be rejected. Late bids are considered non-responsive.

2. Errors and Omissions

The Georgia Technology Authority is permitted to waive minor informalities in the supplier's response as well as certain administrative requirements, if doing so is in the best interest of GTA. In the event a supplier's response is determined to deviate from the requirements, GTA will determine whether the deviation is *material*.

- A **material deviation** will be cause for rejection of the supplier's response.
- An **immaterial deviation** will be processed as if no deviation had occurred.

If a supplier is determined to be non-responsive, this determination will be made in writing and maintained as part of the procurement file.

3. Evaluation

After the solicitation has officially closed and the Procurement Issuing Officer has completed the administrative review, the evaluation stage begins. During the evaluation process, the Procurement Issuing Officer in conjunction with the Evaluation Committee (if any) will review and evaluate the suppliers' responses to determine which suppliers are Responsive and Responsible (see definitions). Of those suppliers determined to be Responsive and Responsible, the best ranked supplier(s) will be selected in accordance



with the terms of the solicitation. The methodology for determining the best ranked supplier(s) will vary based on the solicitation type (RFP, RFQC, RFQ, or SON) as well as the specific language of the solicitation. Some of the steps in the evaluation process may overlap.

4. Award

The award stage begins once GTA finalizes negotiations, if any, has prepared the contract(s) for signature, and is ready to publicly announce the results of the evaluation process.

Prior to the announcement, the Procurement Issuing Officer will prepare a register of bids, offers, or proposals, which will include the evaluation documents and a copy of all bids, offers, or proposals, negotiation documents (if any), and best and final offers, which shall become available for public inspection as listed in the Open Records Sections **4.1**, and **4.2**.

Once the results of the evaluation process have been published by the publishing of the Notice of Award (NOA) on the Georgia Procurement Registry (GPR), if desired, suppliers may review procurement documents. In the event a material error is identified that impacts the results of the procurement process, suppliers must report such error to the Director of Procurement in accordance with the protest process identified in this stage.

5. Tie Bids

The Georgia Technology Authority, at its sole discretion, will determine whether or not to award a contract to a supplier with a tie bid. A tie exists when two or more suppliers offer, at identical prices, products that meet all specifications, terms, and conditions. In such a situation, Georgia law provides three preferences to use to resolve tie responses whenever applicable:

1. Preference to products manufactured or produced within the state of Georgia;
2. Preference to products sold by local suppliers within the state; and
3. Preference to products manufactured or sold by small businesses.

If these preferences are insufficient to resolve the tie, the following in order of priority may be considered:

1. Past performance of the suppliers (i.e., documented performance – either positive or negative).
2. Earliest delivery date.
3. Closest proximity to delivery site (i.e., in the event of ongoing services/maintenance).
4. Division of the order (provided this is in GTA’s best interest and each supplier is willing to honor the pricing for ½ the order).
5. Flip of the coin.

6. Substitutes and Alternate Bids

GTA will not accept any substitutes or alternates bids for a supplier after the solicitation has closed. If a supplier wishes to make a change in their proposal, this must be completed prior to the solicitation close date.

Before the solicitation closes, the supplier must:

1. Submit the revision in writing in the same manner as the solicitation required the response to be submitted prior to the closing date, OR
2. Arrange with the Procurement Issuing Officer to permit an authorized representative of the supplier to modify the response in person and initialing any revision.

Revisions cannot be made after the solicitation closes. However, the supplier may request to withdraw its response. During evaluation, GTA may waive minor informalities, and resolve discrepancies between unit and extended pricing, if applicable.



7. Amendments and Withdrawal

The Procurement Issuing Officer may make revisions/amendments to the posted solicitation prior to the close date of the solicitation. If the Procurement Issuing Officer makes any amendment to a solicitation, bidders will be notified via a public notice to the GPR, and, if needed, the solicitation timelines will be adjusted. GTA reserves the right to cancel a solicitation at any time.

At any time prior to contract award, a supplier may request to withdraw its response. This must be completed in writing to the Procurement Issuing Officer or emailed to procurement@gta.ga.gov.

8. Rejections and Corrections

GTA reserves the right to reject any bid based on materiality of compliance with the supplier’s proposal. In the event a supplier’s response is determined to deviate from the requirements, GTA will determine whether the deviation is material. A material deviation will be cause for rejection of the supplier’s response. Additionally, GTA reserves the right to reject any goods or services if the goods, equipment, or services do not meet the contract requirements.

All rejections will be fully documented since these will be used to support any disapproval of invoices. Upon receipt of a rejection notice, GTA will immediately contact the supplier to ascertain what corrective actions the supplier is taking to correct the deficiency and assure that future deliveries/performance meet the contract requirements. Suppliers must be given prompt notice of rejection, including the reason(s) for rejection. Suppliers will be given an opportunity to correct or replace nonconforming goods or services when that can be accomplished within the delivery schedule. Correction or replacement must be without additional cost to GTA. Additionally, supplier performance may be recorded to provide a historical record that can be used in making future contract award decisions.

9. Bidder’s Debrief

The purpose of a supplier debriefing is to share information about the evaluation and award process. Bidders may request a debrief meeting to better understand the procurement process and gain insights to improve their competitiveness of responses to future solicitations. The bidder debriefing may not be used to challenge GTA’s selection and award process. Any challenge to the procurement process must be filed in accordance with GTA’s Protest Policy. Bidder’s Debrief is solely intended as informational and nothing provided by GTA in such Bidder’s Debrief may be deemed to be advise or directive provided by GTA.

2.4.3. GTA Protest Policy

2.4.3.1. Policy

For procurements involving a vendor protest, 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.



2.5. Negotiations



Figure 10 - Step 5 Negotiations

2.5.1. Key Steps

The key steps for the **Negotiation** stage are:

- GTA Responsibility
 - Establish negotiation team
 - Create negotiation strategy
 - Facilitate the negotiation timelines, meetings, and frameworks
- Supplier Responsibility
 - Establish negotiation team
 - Agree to terms that are mutually beneficial
- **Request for Quotes (RFQ)**
 - Only cost/price may be negotiated
 - Best and Final Offer (BAFO) will be used
- **Request for Proposal (RFP) or Statement of Need (SON)**
 - Technical and costs scoring may be included in negotiations
 - Best and Final Offer (BAFO) may be used
 - Best Alternative to a Negotiated Agreement (BATNA) may be used
- **Request for Qualified Contractors (RFQC)**
 - Technical scoring may be included in negotiations

TABLE 2.5		
Referenced Official Forms	GTA Use	Supplier Use
BAFO (Best and Final Offer)	•	•
Best Alternative to a Negotiated Agreement (BATNA)	•	
Negotiation Team	•	
Negotiation Invitations	•	

GTA, at its sole discretion, may conduct one or several rounds of negotiations. “*Rounds of negotiations*” refer to the negotiations authorized by [O.C.G.A. Section 50-5-67\(a\)\(6\)](#). During the evaluation process, GTA possesses discretionary authority to conduct one or more rounds of negotiations with select suppliers to solicit revisions to technical and/or cost proposals. The process for each determined negotiation will be documented by the Procurement Issuing Officer including all items/areas to be discussed during each round of negotiations.



Negotiations will only be used to solicit improvements from bidders to their technical and/or cost responses. Negotiations will not be used to modify the solicitation, such as revising or deleting mandatory requirements. Any revised responses received as a result of the negotiations will be evaluated and re-scored in accordance with the established evaluation criteria. The evaluation criteria may not be altered during negotiations. Only the Evaluation Committee may score revised technical responses.

Additionally, GTA may request a Best and Final Offer (BAFO) from bidders for RFPs, RFQs and SONs. One round of cost negotiations may be obtained from all responsive and responsible bidders when GTA determines that costs for the services requested might be improved. In these instances, GTA will request bidders to submit their most aggressive and improved pricing to ensure further consideration. Any response received after the set due date and time will not be considered. If no response to the BAFO is received, the original bid response will stand as the final cost proposal.

Best Alternative to a Negotiated Agreement (BATNA) refers to the most advantageous alternative course of action GTA can take if negotiations fail, and/or if an agreement cannot be reached. In these situations, GTA will typically negotiate with the next highest scoring (RFP, RFQC) or lowest cost (RFQ, SON) bidder.

2.6. Contract Formation and Award



Figure 11 - Step 6 - Contract Formation and Award

2.6.1. Key Steps

The key steps for the **Contract Formation and Award** stage are:

- Supplier Actions:
 - Receiving contract award, as applicable.
 - Participating in protest process, as applicable.
 - Reviewing state entity’s public notice of solicitation results.
- GTA Actions:
 - Providing public notice of solicitation results via Notice of Intent to Award, if applicable.
 - Providing public notice of contract award(s) via Notice of Award.
 - Having all solicitation records available for prompt review by suppliers.
 - Issuing contract award.
 - Participating in protest process, as applicable.

TABLE 2.6		
Referenced Official Forms	GTA Use	Supplier Use
Vendor Management Form	•	•
Notice of Intent to Award	•	
Notice of Award	•	



TABLE 2.6		
Referenced Official Forms	GTA Use	Supplier Use
Master Services Agreement (MSA)	•	•
Bidder Debrief Meeting	•	•
Automated Submission Process	GTA Use	Supplier Use
Notice of Intent to Award	•	
Notice of Award	•	

Once GTA has completed the evaluation stage for responses submitted to the solicitation (and, if applicable, any negotiations), GTA will publish the results via a Notice of Intent to Award (NOIA), if applicable, which lists the apparent successful bidder(s). Once the contract is signed and counter signed, the Notice of Award (NOA) will be posted, and the solicitation will be considered closed.

2.6.2. Vendor Management Form

All suppliers must initially submit an accurate [W9 \(Request for Taxpayer Identification Number and Certification\)](#) form, then 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 the supplier, in conjunction with GTA Office of Accounting Services, specifically the Accounts Payable (AP) Office.

2.6.3. Notice of Intent to Award (NOIA)

The Notice of Intent to Award (NOIA) is GTA’s official public announcement of its intended contract award to the identified apparent successful supplier(s). The NOIA also identifies the amount of the intended contract award, the names of all suppliers whose responses were rejected, and the reasons for rejection of the unsuccessful supplier. The NOIA is publicly posted to the Georgia Procurement Registry (GPR) before a contract award is made.

2.6.4. Notice of Award (NOA)

The Notice of Award (NOA) is GTA’s official announcement of actual contract award to the identified supplier(s). The NOA also identifies the amount of the actual contract award, the names of all suppliers whose responses were rejected, and the reasons for the rejection of the unsuccessful suppliers. The NOA is publicly posted within one (1) day of contract award (i.e., issuing a purchase order to the supplier and/or executing a contract). The NOA announces awards resulting from solicitations regardless of the dollar amount.

2.6.5. Master Services Agreement (MSA)

For contracting purposes, GTA utilizes a Master Services Agreement (MSA) upon successful completion of a solicitation. An MSA is a contract between two or more parties that establishes what terms and conditions will govern all current and future activities and responsibilities. GTA’s MSAs create a contract framework that establishes the foundation for all future actions. Additionally, the MSA allows for modifications as circumstances evolve by addressing not only the specific requirements and scope of services, while maintaining the basic tenets that will govern all future contracts.



2.7. Contract Administration

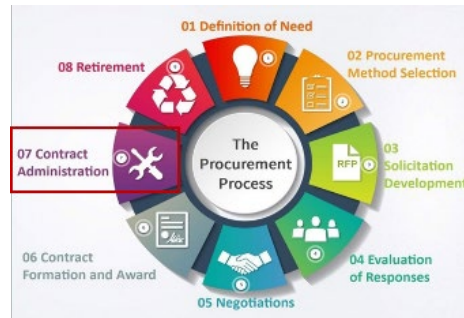


Figure 12 - Step 7 - Contract Administration

2.7.1. Key Steps

The key steps for the **Contract Administration** stage are:

Supplier Actions:

- Performing under the contract requirements
- Working with GTA (or applicable state entity) to resolve any contract concerns

GTA Actions:

- Administering and managing the contract
- Facilitate all contract amendments and changes
- Working with supplier to resolve any contract concerns
- Validate payments

The goal of contract administration is to ensure the supplier follows the terms of the contract and that all parties (e.g., the supplier and GTA or applicable state entity) properly discharge their responsibilities. Contract Renewal

As each contract stipulates, contracts will be renewed appropriately. During this process, the supplier's performance, and qualifications will be reviewed. GTA Business Owner(s) will determine whether a contract will be renewed, if needed. At a minimum, GTA will request all updated administrative documents which are necessary to support the new contract term. These requested documents include, are but not limited to:

- Department of Audits and Accounts Immigration and Security Form ([E-Verify](#))
- [Tax Compliance](#) (as applicable)
- [Insurance Certificate](#) (as applicable)
- Any other document required by contract or GTA's policy

2.7.2. Contract Amendments

Throughout the term of the contract, it may be necessary to make changes to the contract. These changes can be minor administrative changes, such as a change of address (does not affect or alter the rights of the parties, and executed in writing via a bilateral amendment), or they can be substantial changes that affect the price and delivery, which must be processed through a bilateral amendment (i.e., a document signed by an authorized representative from both parties). All contract amendments must be in writing.



2.7.3. Purchasing Payment Policies and Methods

2.7.3.1. 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.

2.7.3.2. Purchase Order

Purchase orders (POs) are legally binding documents to transact with suppliers based on terms and conditions for the purchase of goods and services. The terms, conditions, and specifications of the PO, solicitation document and the award document will be incorporated into any contract between GTA and the supplier as a result of the solicitation. 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 (typically known as “requester”), approved by their management, and may only be dispatched by an authorized GTA Procurement Official (typically known as “Buyer” within the recognized State financial system).

The PO is used for financial purposes to encumber funds. The State Accounting Office (SAO) maintains the [Statewide Purchase Order Policy](#), which offers guidance to state entities, including GTA, on when a purchase order is expected in the procurement of goods and services. All GTA contracts, DOAS statewide contracts, and, if applicable, interagency agreements should also be procured consistent with this Statewide Purchase Order Policy.

Purchase orders must contain an authorized signature, correct payment and delivery terms, and all PO line descriptions must clearly identify what is being purchased. An artifact, such as a quote, invoice, or other documentation must be included with the PO.

2.7.3.3. Purchasing Card

Often, payments will be made using the state issued Procurement Card (P-Card). GTA participates in the Statewide Purchasing Card Program because it is an efficient method of purchasing and paying for goods and services for official state of Georgia business use within established limits. The P-Card reduces the number of purchase orders and vouchers issued, thereby enhancing efficiency and cost-cutting measures for the State and GTA.

GTA P-Card policies are exclusive to GTA and are more restrictive than the DOAS State Purchasing Division (SPD) Statewide Policy. P-Cards will be administered and managed in accordance with the DOAS [Statewide Purchasing Card Policy](#) (P-Card) Policy and the GTA Purchasing Card Program Policy Manual (GTA P-Card Manual) (as stored on the **MyGTA** intranet). Additionally, all P-Card payments to suppliers must follow SAO’s [P-Card Payment Method](#) accounting directives.

2.7.3.4. Payment

GTA will not pay for goods or services which have not been accepted/receipted (i.e., the supplier has failed to deliver goods, equipment or services which conform to the MSA/SOW requirements). See [Figure 4 - Procure to Pay Process](#).

In the event a supplier has failed to perform, payment will 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 contract and/or purchase order (PO), including any rate schedule/deliverables submitted.

2.7.4. Supplier and Contract Default/Issues Procedures

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 GTA, the office must refer the matter to GTA Office of Contracts & Compliance or GTA General Counsel.

The Business Owner will notify the supplier when latent or other defects are discovered in equipment, or the supplier (including and subcontractors) 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 Office of Contracts & Compliance and/or GTA General Counsel.

If supplier caused defects or delinquency requires the intervention of the Office of Procurement Management, Office of Contracts & Compliance, or General Counsel and/or a supplier notification, then a **Cure Notice** may be sent to the supplier addressing the issue. This Cure Notice will be sent via email, with a copy sent via certified mail with proof of delivery requested. If supplier performance is not improved, a **Show Cause Notice** will be sent. This request, sent to the supplier via email and certified mail, demands that the supplier respond in writing explaining the reason for non-performance, including any excusable causes preventing the supplier's performance. This Show Cause Notice may also be used as a final warning to the supplier if the supplier has failed to adequately respond to a Cure Notice. See [APPENDIX J - Sample Cure Notice and Show Cause Notice](#).

2.8. Retirement

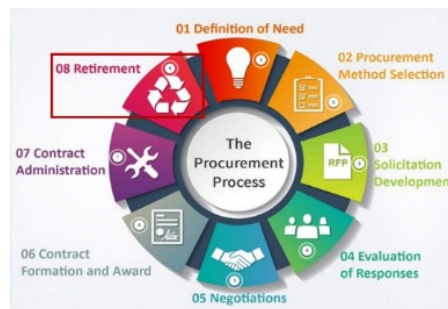


Figure 13 - Step 8 - Retirement

2.8.1. Key Steps

The key steps for the **Retirement** stage are:

- Completing contract close out tasks
- The contract administrator or designee is responsible for contract close out and must:
 - Determine whether all payments to the supplier have been made
 - Determine whether all administrative actions have been completed
 - Ensure that all issues have been resolved
 - Ensure that the official contract file contains all necessary documentation
 - Determine whether all deliverables, including reports, have been delivered and accepted
 - Determine whether all GTA property, if any, has been returned
 - Provide the contract administrator with the appropriate material from the project manager's file for inclusion in the official contract file

The purpose of the retirement/close out process is to verify that both GTA and the contracted suppliers to the contract have fulfilled their contractual obligations and that there are no responsibilities remaining. A contract is completed when all goods, equipment or services have been received and accepted; all reports have been delivered and accepted; all administrative actions have been accomplished; all GTA-furnished equipment and material has been returned; and final payment has been made to the supplier.



The contract administrator or designee is responsible for contract close out and must:

- Determine whether all payments to the supplier have been made
- Determine whether all administrative actions have been completed
- Ensure that all issues have been resolved
- Ensure that the official contract file contains all necessary documentation

In addition, the contract administrator (or the project manager, as applicable) must:

- Determine whether all deliverables, including reports, have been delivered and accepted
- Determine whether all GTA property, if any, has been returned
- Provide the contract administrator with the appropriate material from the project manager's file for inclusion in the official contract file.

Once confirmation has been received that all contract requirements are met, the Office of Procurement Management will verify that all outstanding invoices are paid and close out any open purchase orders.



3. ETHICAL STANDARDS AND POLICIES

3.1. Ethics Policy

See [Appendix G](#) for the **GTA Procurement Ethics Policy. 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.

3.2. 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](#)

3.3. 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 [Official Code of Georgia Annotated \(O.C.G.A.\)](#) 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 by such suppliers under O.C.G.A. 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. 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. Section 45-12-130](#), [O.C.G.A. Section 45-12-131](#) and other applicable laws, 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.



4. OPEN RECORDS MANAGEMENT

4.1. Georgia Open Records Act

Except where state of Georgia law provides to the contrary, after the award of an MSA, the purchasing records of a business unit are public documents, and these documents shall be maintained in accordance with the [Georgia Open Records Act](#) (O.C.G.A. § 50-18-70 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.

4.2. Open Records Requests

An open records request is a request for public records prepared, maintained or received by an agency or by a private entity in the performance of a function for the agency. 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 to openrecords.gta@gta.ga.gov, and the request need not specifically cite or reference the [Georgia Open Records Act](#).

4.3. Time Limits

The Georgia Open Records Act requires GTA to make public records available for inspection or copying within three (3) business days of receiving a written request for access via email sent to openrecords.gta@gta.ga.gov. All requests should be obtained in writing from the requesters and should include their complete contact information and a full description of the requested records. 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.

4.4. Fees

Unless otherwise specified in law, a copying fee of \$0.10 per page will 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.

4.5. Not Public Records

GTA Open Records Officer and Director of Procurement shall review all requests in accordance with the Open Records Act. All records, or any portions thereof, deemed to be exempt from disclosure shall be withheld.

4.6. 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 lawfully 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” and cite the applicable Georgia law supporting such exemption of the document, if the entire document is exempt, or next to each portion of the document if only portions are marked as exempt from disclosure. 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.

4.7. 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 the [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 legal 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](#).

While information submitted by a Supplier may be marked as “Confidential”, “Proprietary”, “Trade Secret”, etc., GTA’s Director of Procurement will make the final determination regarding the disclosure status of the information. If GTA deems redacted information to be subject to disclosure under the Georgia Open Records Act, then the marked as “Confidential”, “Proprietary”, or “Trade Secret” unredacted 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 [Georgia 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.



4.8. 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 (See **Appendix K – Sample Trade Secret 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 GTA makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order as per the Georgia Open Records Act.

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.

4.9. Records Custodian

The Office of Procurement Management is the records custodian for all procurement records. The Office of Procurement Management shall identify each paper or electronic contract record individually so it can be readily located and referenced.

4.10. Records Retention

The Office of Procurement Management shall document all purchase transactions. As applicable, each electronic record may include:

- (a) Requisition or authorized procurement request form
- (b) Original offers if in writing, or written documentation of verbal offers received
- (c) Written justification for waiver or emergency purchase, if used
- (d) Purchase order(s)
- (e) Related correspondence
- (f) Reference to unique identification number of the Negotiated MSAs or contract.

After award of MSA, all records shall be subject to the Georgia Open Records Act.



5. APPENDICES

- A. Definitions and Acronyms
- B. Procurement Requisition Tool - Team Georgia Marketplace (TGM)
- C. GTA Solicitation Posting Policy
- D. Procurement Management Process Workflows and Estimated Lead-times
- E. GTA Signature Authority Delegation
- F. GTA Protest Policy
- G. GTA Procurement Ethics Policy
- H. Non-Disclosure / Confidentiality of Sensitive Information Agreement (NDA)
- I. GTA GETS™ Program
- J. Sample Cure Notice and Show Cause Notice
- K. Sample Trade Secret Affidavit
- L. Procurement Planning Milestone (PPM) Sample
- M. GTA Environmental Procurement Policy

Other Policies

- [State Accounting Office \(SAO\): Payment Method Policy \(Updated 12/01/2016\)](#)
- [SAO: Single Pay Policy](#)
- [Executive Order 12.21.10.01: Payment Timing](#)
- [SAO: Statewide Purchase Orders Policy](#)
- [SAO: Vendor Management Policy](#)
- [SAO: Accounts Payable Disbursement Policy and Procedure](#)
- DOAS: [Statewide Purchasing Card Policy](#)



APPENDIX A - Definitions and Acronyms

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

#	Name	Definition
1.	Administrative Review	Means the preliminary step in the evaluation process, where the Issuing Officer determines each supplier's compliance with several basic requirements in the solicitation.
2.	Affiliate	Means an entity in which the Parent of the Prospective Service Provider owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which own more than fifty percent of the Prospective Service Provider also own more than fifty percent of the voting stock
3.	Auto-Attendant	Means a system that allows callers to be automatically transferred to an extension without the intervention of an operator/receptionist
4.	Automatic Call Distribution or ACD	Means a telephone facility that manages incoming calls and handles them based on the number called and an associated database of handling instructions.
5.	Average Total Score	Individual evaluators read the proposals prior to evaluation work sessions scoring and making comments of strengths and weaknesses of each response within the vendor's proposal. Once all proposals have been scored individually, the Evaluation Committee will meet to validate the scores and are able to change them together with their comments, if desired, to reach an average total score for each vendor.
6.	Backup & Restore	Means the Service Component that includes services for Managed Storage whether in a provider managed space or cloud, or within the State -owned data center(s). May include backup capability and remote tape storage.
7.	Best Value Procurement	Means 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.
8.	Bidder	Means the company or individual who submitted a response to a solicitation or offer.
9.	Business Day	Means 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.
10.	Business Owner / Purchaser	Means the recognized, authorized person(s) from a GTA business unit soliciting offers to acquire goods or services.
11.	Buyer	Means the GTA recognized, authorized person with access to the specific purchasing module within the State's Financial System.
12.	Clarification	Means the limited exchanges between the GTA and offeror's that may occur after receipt of offer. Offeror's may be given the opportunity to resolve clerical errors.



#	Name	Definition
13.	Communications	Means the exchanges between the GTA and offerors after receipt of offers to address issues of past performance, to enhance the GTA’s understanding of offers, to allow reasonable interpretation of the offer, or to facilitate the GTA’s evaluation process. Communications shall not be used to cure material omissions in the offer.
14.	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.
15.	Competitive Range	Means 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.
16.	Consensus Scoring	Individual evaluators read the proposals prior to evaluation work sessions and make notes of proposed scoring, observations of strengths and weaknesses, and questions regarding the vendor's proposal. Once all proposals have been scored individually, the Evaluation Committee will meet to discuss and develop consensus scores for each vendor.
17.	Contract	Means any agreement between two unrelated legal entities under which Prospective Service Provider, acting as a Prime Contractor, provided services of the type and nature described in the relevant agreement.
18.	Contract Award	Means GTA’s written notice of award (NOA) of a contract to the successful Respondent in a particular GTA procurement.
19.	Contract Value	Means the actual Contract Award amount.
20.	Cost Proposal	Means the part of any Bid that sets forth the price for which the Bidder is offering to provide the State with the Services/Commodities described in the Solicitation
21.	CRM or Customer Relationship Management	Means a system for managing a company’s interactions with current and future customers
22.	Cure Notice	Means the written notification sent to a supplier by the contract administrator when it has been determined that a termination for default is warranted, and specifies a reasonable period to correct or cure the defect, deficiency or violation.
23.	Data Center Management	Means the Service Component that includes services for data center facility management including physical access control, environmental management, and floor-space management. May include cable, wiring, and racking. May include collocation management.



#	Name	Definition
24.	Data Center Services	Means all services that are industry accepted data center infrastructure services including operating systems and environment provisioning and hosting of multi-platforms (i.e., IBM, Unix, Unisys, Linux, and Windows), data management and storage, tape and backup services, integration services, etc.
25.	Database	Means the Service Component that includes services for database services and database management. May include hosted or cloud-based databases. May include services for physical database management of GTA current databases.
26.	Deficiency	Means a failure to meet a stated requirement or a combination of weaknesses in an offer that increases the risk of unsuccessful contract performance.
27.	Disaster Recovery	Means the Service Component that includes services for support of IT Service Continuity Management including fail-over testing and readiness verification. May include alternate DR sites and alternate DR hardware in hot, warm, or cold varieties.
28.	DOAS	Means the Georgia Department of Administrative Services.
29.	EDI or Electronic Data Interchange	Means the computer-to-computer exchange of business documents (POs) in a standard electronic format between GTA, the supplier and SAO/OPB
30.	Email	Means the Line of Service that includes email services.
31.	Emergency Purchase	An emergency procurement is handled outside of the normal competitive process for purchases greater than \$24,999.99 because of the urgency of the circumstances, such as the immediate welfare of the general public. Poor planning or the pending expiration of funds does not constitute a valid justification for an emergency purchase.
32.	End User Computing (EUC)	Means the Line of Service that includes desktops, laptops, network printers, and common software, including Windows and MS Office.
33.	Enhanced Quality Management and Quality Management	Means the tools used to record contacts and screen captures to evaluate staff performance. "Enhanced Quality Management" includes the ability to provide role-based scorecards, integrated learning & coaching management for staff/agents.
34.	Enhanced Workforce Management and Workforce Management	Means a common set of performance-based tools to support management, supervisors, managers, and workers across the operations. Enhanced Workforce Management includes the additional workforce optimization tools automating entire processes, making key data more visible encompassing all aspects of managing the complete workforce lifecycle.
35.	Estimated Contract Value	Means the pre-award estimate of the amount that will be spent by GTA under any contract issued in connection with a particular procurement.
36.	Evaluation Committee	The appointed committee that shall evaluate the Prospective Service Providers responses and make the final determination of Respondents that are prequalified or qualified Prospective Service Providers in accordance with the criteria set forth herein.
37.	Executive Director	Means the Chief Information Officer (CIO) of the state of Georgia and the Executive Director of GTA provided for by O.C.G.A. Section 50-25-5.1.



#	Name	Definition
38.	Georgia Procurement Registry (GPR)	Means the public listing of solicitations posted by Georgia government entities, and is located at GPR Post Your Bid Login Georgia Department of Administrative Services - DOAS
39.	GEPS	Georgia Enterprises for Products & Services - http://www.georgiaenterprises.com/
40.	GETS™	Means GTA’s Georgia Enterprise Technology Services program. GETS is the state's shared IT services program offering reliable, secure, and innovative IT infrastructure and managed network services to state and local government agencies.
41.	Goods	Means any information technology commodities including equipment, materials, or supplies.
42.	GTA	Means the Georgia Technology Authority
43.	GTA Direct	Means the GTA program providing IT services through existing contracts with market-leading providers that GTA has pre-qualified, including network services, voice services, or computing services. GTA Direct provides a quick path to managed IT services for Georgia agencies, local governments, colleges and universities, and boards of education statewide.
44.	GTA Procurement Manual (or GTA PM)	Means the document developed by the GTA Office of Procurement Management to establish the general policies and procedures for planning, development, solicitation, award, and management of procurements conducted for GTA. GTA PM is located at: https://gta.georgia.gov/procurement
45.	GTA Procurement Protest Procedures Manual	Means the document establishing the general policies and procedures for challenging the GTA solicitation process or solicitations awards made by GTA. The GTA Procurement protest procedures are located at Appendix F. GTA’s Protest Policy .
46.	HCC or Hosted Contact Center	Means a system that provides call and contact routing for high- volume telephony transactions, with specialist answering “agent” stations and a sophisticated real- time contact management system. The supporting infrastructure is normally provided as an off-site, dedicated “hosted service” solution; or as an off-site shared resource “software as a service” (SaaS) solution.
47.	IMAC	IMAC is an acronym for Installs Moves Adds Changes and means all day-to-day activities associated with the scheduling and installation of hardware and software, changes to configuration, de-installation, and relocation of equipment, including connectivity testing, data transfer and user orientation.
48.	Include and its variants (such as includes or including)	Means, whether or not capitalized, including, without limitation”.
49.	Infrastructure Services (INF)	Means the entire portfolio of equipment, system software, and network components required for the integrated provision and operation of Mainframe, Server, End User Computing (EUC) and Print Service Tower Services.



#	Name	Definition
50.	Integrated Voice Response or IVR	Means a telephony technology that can read a combination of touch tone and voice input that gives users the ability to access a database of information via phone.
51.	IPAM/DHCP/DNS Managed Services	Means IP Address Management (IPAM), Dynamic Host Configuration Protocol (DHCP), and Domain Name System (DNS), and includes both internal and external naming services.
52.	Issuing Officer	The individual at GTA who is responsible for all aspects of the solicitation process and who will serve as the point of contact to the supplier for a solicitation.
53.	IT Infrastructure Outsourcing or IT Infrastructure Services	Means a service in which the management of an organization's information technology systems and applications are handled by a third party. In the context of GTA, this includes data center services and telecommunications services but does not include application sourcing or business process sourcing.
54.	IT Service Continuity Management	Means the planning process for incident prevention, prediction, and management with the goal of maintaining service availability and performance at the highest possible levels before, during, and after a disaster-level event
55.	LAN Security	Means security services such as Firewall, Intrusion Detection and Prevention (IDS/IPS), Access Lists, Site to Site VPN Tunneling, etc.
56.	LAN-WAN	Means the Lines of Service that include Local Area Network (LAN) services and Wide Area Network (WAN) services.
57.	Line of Service	Means Individual service within a Tower
58.	Mainframe	Means the Lines of Service that includes CPU, DASD, and tape backup services for mainframe applications.
59.	Managed Network Services (MNS)	Means the general scope of procurement that includes LAN, WAN, Voice, and other related services.
60.	Managed Storage	Means the Tower Service providing agencies with storage as a service
61.	MPLS	Means Multiprotocol Label Switching which is a technology used in telecommunications networks.
62.	MSI	Means the Multi-sourcing Integrated Services Provider that has entered into a contract with GTA for providing cross-functional services including Help Desk, Chargeback, Asset Management, Tools, Processes, etc.



#	Name	Definition
63.	Negotiation	Means the exchanges in either a competitive or sole source environment between the state and offeror's that are undertaken with the intent of allowing offerors 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 offerors for increased performance beyond mandatory minimums.
64.	Network Authentication Services	Means a service that provides Local Area Network port access control via an AAA (Authentication, Authorization, and Accounting) service. (e.g., 802.1x, Radius, Active Directory, etc.)
65.	Network Cloud-Based Security Services	Means security services such as: Firewall, Intrusion Detection and Prevention (IDS/IPS), and Web Filtering that are delivered within the service providers' network.
66.	Network Routing and Switching	Means OSI layers 2 and 3 design, installation, configuration, management, and support services leveraging the core, distribution, and access model.
67.	Offer	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
68.	Offerors	The prospective supplier or contractors seeking pre-qualification under an RFQC the prospective service provider or contractor seeking qualification under an RFP or SON.
69.	Office Director, Senior Officer	Means the leadership position at GTA with the authority to sign contracts and approve invoices.
70.	OPB	Georgia Office of Planning and Budget
71.	Open Records Act	O.C.G.A. § 50-18-70 <i>et seq.</i>



#	Name	Definition
72.	Order of Precedence	<p>The procurement professional will follow the Order of Precedence established in the GPM as general best practice, unless GTA opts to use its delegated authority to obtain products and services in a different order* with the approval of the Director of Procurement, beginning with Tier 1 (mandatory statewide contracts) to Tier 2 (existing state entity contracts), Tier 3 (statutory sources)**, and continuing to Tier 4 (convenience statewide contracts , GEPS products, piggyback purchases, consortia, open market), as defined below:</p> <div style="text-align: center;"> </div> <p>* Mandatory Statewide Contracts will be treated as Convenience Statewide Contracts. ** Statutory Sources cannot be overruled.</p>
73.	OSI	Open Systems Interconnection - Often used by GTA in reference to the OSI model, which is a conceptual model that characterizes and standardizes the communication functions of a telecommunications or computing system without regards to its underlying internal structure and technology
74.	Parent	Means the entity which owns more than fifty percent of the voting stock of Prospective Service Provider. In the case of an acquisition, "Parent" means the legal entity that acquired the Prospective Service Provider.
75.	Price	Means the amount paid by the State to a vendor for a good or service.
76.	Prime Contractor	Means the single legal entity of a group of legal entities that are legally associated for the purpose of delivering Services under a contract with GTA and that is the single point of contact with GTA with respect to the Services being delivered.
77.	Principal Owner	Means the entity which holds a ten percent or greater ownership interest in another entity.



#	Name	Definition
78.	Print Service	Means the Service Tower providing agencies with high-speed, secure print services from a dedicated facility
79.	Print-Mail	Means the Lines of Service that includes print and mail services for mainframe applications.
80.	Procurement	Means the acquisition of goods and services.
81.	Procurement Officer	Means GTA’s designated procurement officer, also known as the Agency Procurement Officer (APO), who has the authority to procure goods and services and is primarily responsible for coordinating the GTA’s procurement activity.
82.	Proposal	Means, in procurement of goods or services, the firm’s plan and proposed cost for fulfilling the conditions outlined in a Request for Proposal (RFP), Request for Information (RFI), Request for Qualified Contractor (RFQC), Statement of Need (SON) or other information gathering or supplier contact activity.
83.	Prospective Service Provider (PSP)	Means the contractor / firm seeking prequalification under an RFQC or seeking qualification under an RFP or SON.
84.	PSTN or Public Switched Telephone Network	Means telephone lines, fiber optic cables, microwave transmission links, cellular networks, communications satellites, and undersea telephone cables, all interconnected by switching centers, thus allowing any telephone in the world to communicate with any other. Used interchangeably with TDM or “Plain Old Telephone Service” (POTS).
85.	Purchaser / Business Owner	Means the business unit with the need for a particular good or service working with the GTA Office of Procurement Management to create the soliciting offers to acquire said goods or services.
86.	Qualified Contractor	Means the Prospective Service Provider(s) that has proved and is selected to be qualified to perform the work set forth in an RFQC or RFP. Only “Qualified Contractors” will receive and be able to submit proposals to a solicitation
87.	Receiving Reports	Means a document affirming receipt and acceptance of good(s) or service(s) such as a delivery receipt
88.	Remote User VPN	Means the technology that provides users with Secure Sockets Layer (SSL) remote access to the State’s private networks.
89.	Request for Information	A Request for Information (RFI) is a semi-formal method for requesting information from suppliers who have knowledge or information about an industry, goods, or services.
90.	Request for Proposals or RFP	A Request for Proposal (RFP) is a publicly advertised formal solicitation that requests Prospective Service Providers to submit a proposal for the provision of goods or services based on the requirements specified in the solicitation.
91.	Request for Qualified Contractors (RFQC)	A Request for Qualified Contractors (RFQC) is a publicly advertised formal solicitation seeking statements of qualifications and experience from interested bidders relevant to specific needs set forth in the solicitation.



#	Name	Definition
92.	Request Management and Fulfillment	Means the process and tools with which agencies request services and through which they are fulfilled by Service Tower Providers.
93.	Requester	Means the individual responsible for entering requisitions in the TeamWorks Financials Management (TGM™) enterprise application.
94.	Requisition	Means the request for goods or services. A requisition is the electronic document in TGM™ that identifies a purchasing need as well as certain key information required for the purchase. The requisition begins the procurement/sourcing process, and is ultimately sourced to a purchase order (PO) or P-Card.
95.	Respondent	Means the interested party, such as a Prospective Service Provider, that properly returns a Solicitation Response to a solicitation, in accordance with the criteria set forth in the Solicitation Document.
96.	Responsible	Means that the Supplier, whether a company or an individual, has appropriate legal authority to do business in the state of Georgia, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.
97.	Responsive	Means the Supplier, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.
98.	SAO	Georgia State Accounting Office
99.	Sealed Bids	With the exception of reverse auctions and informal pricing requests for purchases less than \$25,000, all solicitation methods are conducted through a formal sealed bidding process. In the formal sealed bidding process, suppliers' submitted offers are kept confidential and not opened by GTA until after the solicitation has closed.
100.	Security	Means the Service Component that includes services for cyber-security services. May include monitoring and event analysis, cyber-security incident response, data loss prevention solutions, security device management, malware protection, identify and access management, and vulnerability assessment infrastructure security services.
101.	Server	Means the Line of Service that includes applications and utility server services.
102.	Service Component	Means a sub-component of a Line of Service or Service Tower.
103.	Service Level Agreement or SLA	Means a component of a service contract between a service provider and service recipient where the quality delivery of the service is formally defined.



#	Name	Definition
104.	Service Provider	Means the company that is responsible for delivering services under a contract with GTA and that is the single point of contact with GTA with respect to the services being delivered.
105.	Service Tower or Line of Service	Means a single area that provides a service to a consumer of technology services, may include one or more sub-component. Each Service Tower is addressed in a corresponding Statement of Work (e.g., Mainframe is a Service Tower described in the Mainframe Statement of Work).
106.	Services	Means 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.
107.	Shared Services Delivery Platform (the Platform)	Means the platform to enable multiple providers of services to cooperatively deliver IT services to state agencies and other public sector entities.
108.	Show Cause Notice	Means the written request to a supplier to respond in writing explaining the reason for non-performance, including any excusable causes preventing the supplier's performance. A Show Cause Notice may also be used as a final warning to the Supplier if the Supplier has failed to adequately respond to a Cure Notice.
109.	Softphone	Means a software program for making telephone calls over the Internet using a general-purpose computer, rather than using dedicated hardware.
110.	Software as a Service or SaaS	Means a software delivery model in which software and associated data are centrally hosted on the cloud by independent software vendors or application service providers.
111.	Solicitation Document	Means a written or electronic SON, 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
112.	Solicitation Response	Means the document submitted by a Respondent as a bid, response, offer or proposal in response to a Solicitation Document.
113.	State	Means the state of Georgia.
114.	Storage	Means the Service Component that includes services for Managed Storage whether in a provider managed space or cloud, or within the State-owned data center(s). May include backup capability and remote tape storage.
115.	Supplier	A company desiring to do business with the state of Georgia.



#	Name	Definition
116.	Team Georgia Marketplace	Means the online procurement tool provided by DOAS's State Purchasing Division to support state purchasing functions, including registration of suppliers, advertisement of solicitations and contract opportunities, electronic bidding, and contracts management. It is located at http://doas.ga.gov/state-purchasing/team-georgia-marketplace
117.	Technical and Price reviews	Means the Evaluation Committee's evaluation of each supplier's proposal, which are scored to determine the relative technical value of each proposal. Each technical score will then be combined with a cost score assigned to the supplier's pricing to determine the supplier's overall score or value. Award is generally made to the supplier with the best overall score or value.
118.	Technical Proposal	Means the supplier's response that complies with all specifications and performance requirements identified in the solicitation
119.	Telecommunications Services	Means all services that are industry accepted telecommunications infrastructure services including network communications services, voice services, video services and wireless services.
120.	Time Division Multiplexing or TDM	Means a method of transmitting and receiving several telephones conversations over a common signal path by means of synchronized switches at each end of the transmission line.
121.	Total Cost of Ownership	Means 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.
122.	Tower Service	Means the Category of service delivery defined in the contract by a separate Statement of Work (SOW). E.g., within the MNS agreement Voice, WAN, and LAN are separate Towers and each has its own SOW.
123.	Virtual Queuing	Means a concept used in inbound call centers where systems allow customers to receive callbacks instead of waiting in an automatic call distributor (ACD) queue.
124.	Voice	The Line of Service that includes PSTN, VOIP, and other voice services.
125.	VOIP	VOIP is an acronym of Voice Over Internet Protocol and is a category of hardware and software that enables people to use the Internet as the transmission medium for telephone calls by sending voice data in packets using Internet Protocol (IP) rather than by traditional circuit transmissions of the PSTN.
126.	Wireless Networks	Wireless Local Area Network (WLAN) services including secure AAA (Authentication, Authorization, and Accounting) LAN access and guest internet access.



APPENDIX B – Procurement Requisition Tool -Team Georgia Marketplace™ (TGM)

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 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 Approver
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

The official requisition method to be used by GTA for requesting procurement services consists of the following steps using TGM.

- 1) Department/end-user decides what it needs, and obtains a quote from the preferred supplier.
 - a. The quote should have all line items of all desired goods services.
 - b. The prices must be listed on the quote.
 - c. The quote should be recent (with a “shelf-life” of at least 30-60 days).
 - d. If there are any terms listed, those must be agreed upon.
- 2) Once the quote is received, the department’s administrative assistant/requester will create a requisition, attaching the quote to it (**#1 of 4-way match**).
 - a. The line items and process listed on the requisition must match exactly to the quote.
 - b. This requisition is then approved by OMP and the Budget Services Director of the Accounting Services department.
- 3) The approved requisition is received in procurement, a purchase order (PO) is created (**#2 of 4-way match**).
 - a. PO must match exactly to the requisition and quote.
 - b. PO is approved and sent to vendor for processing, with a copy to the department/end-user for their records.
- 4) The vendor performs the service(s)/provides the goods.
- 5) The department must verify services completed/items received (**#3 of 4-way match**).



- a. Typically, there is a receiving document or “stamp” or email or sign-off validating that the services were provided and/or goods received.
 - b. Department must verify that the service(s) performed/item(s) received match what was on the PO/quote.
 - i. If there are any discrepancies, department (and if needed, Office of Procurement Management) will work with supplier on correcting.
 - c. Once this receiving document is approved and sent to supplier, the supplier can then submit the invoice to the department.
- 6) Supplier sends invoice to department (**#4 of 4-way match**).
- a. The department verifies that the prices and amounts on the invoice match that what was on the quote, PO, and what was received (on the receiving document).
 - b. The department/end-user should ensure that all receiving documents are attached/included with the invoice information in TGM, and then forwarded on to GTA Accounts Payable.
 - c. Any discrepancies between the 4-way match must be brought to the attention of Office of Procurement Management and/or Office of Accounting Services (Accounting) to resolve.
- 7) Once all information from the invoice is received in Accounting, the payment (EFT or hard-copy check) is dispersed

Online User Access – GTA Office of Procurement Management provides TGM access to GTA Users through the submission of a GTA approved online *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 Division. A list of these required courses may be found at:

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

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

[Jaggaer Sourcing Director](#)

Georgia Procurement Registry (GPR)

- <https://ssl.doas.state.ga.us/gpr/>



APPENDIX C – GTA Solicitation Posting Policy

GTA RF(X) Bid Posting Guidelines:

\$ Threshold	Minimum Posting Times for Bids*
\$0 - \$24,999.999	0 days
\$25,000.00 - \$99,999.00	Three (3) Business Days
\$100,000 - \$249,999.99	Five (5) Business Days
\$250,000 and above	Fifteen (15) Calendar Days

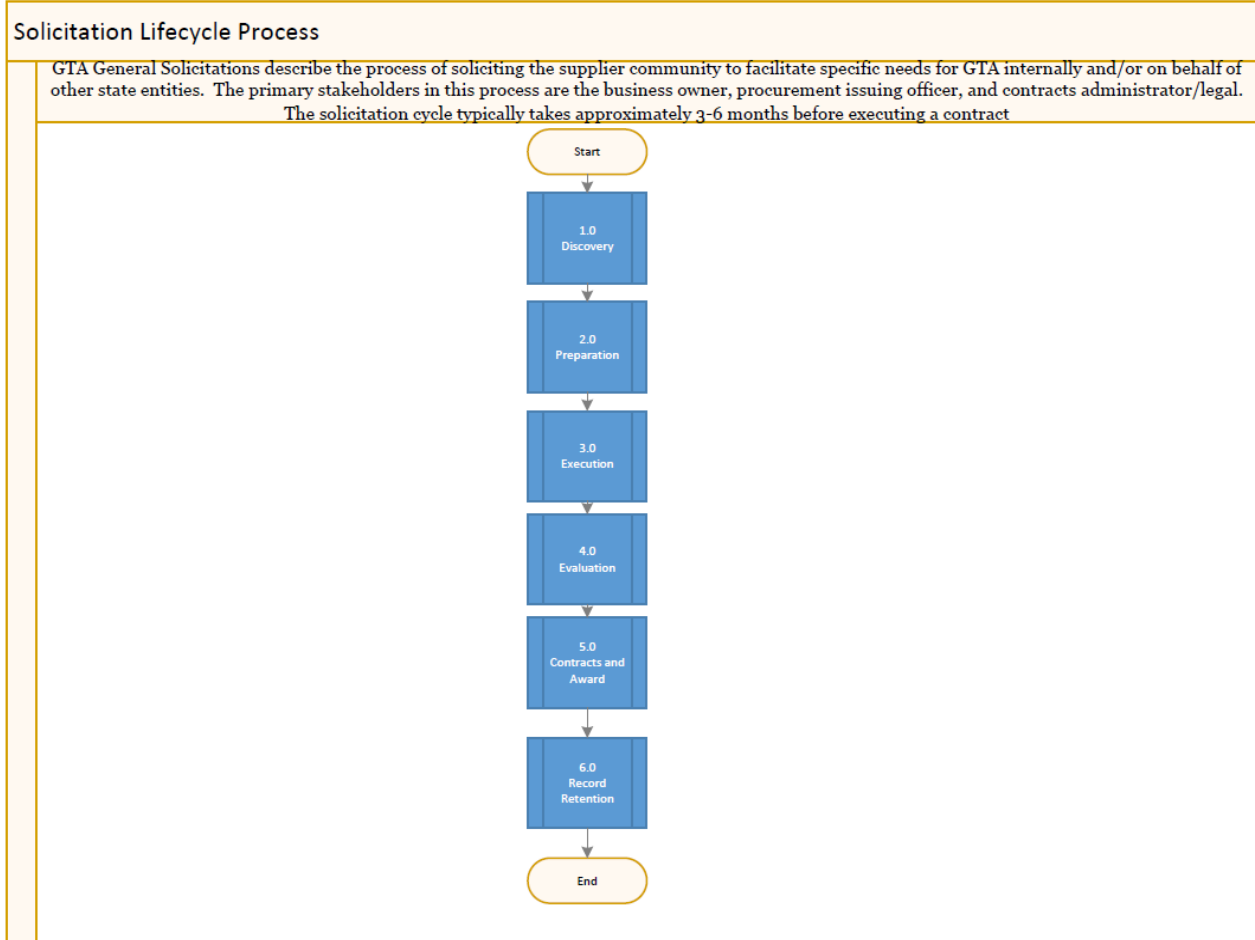
*Informal Statement of Need (SON) solicitations may or may not adhere to the solicitation posting policy above. Posting times for SONs will be determined at GTA's discretion.



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

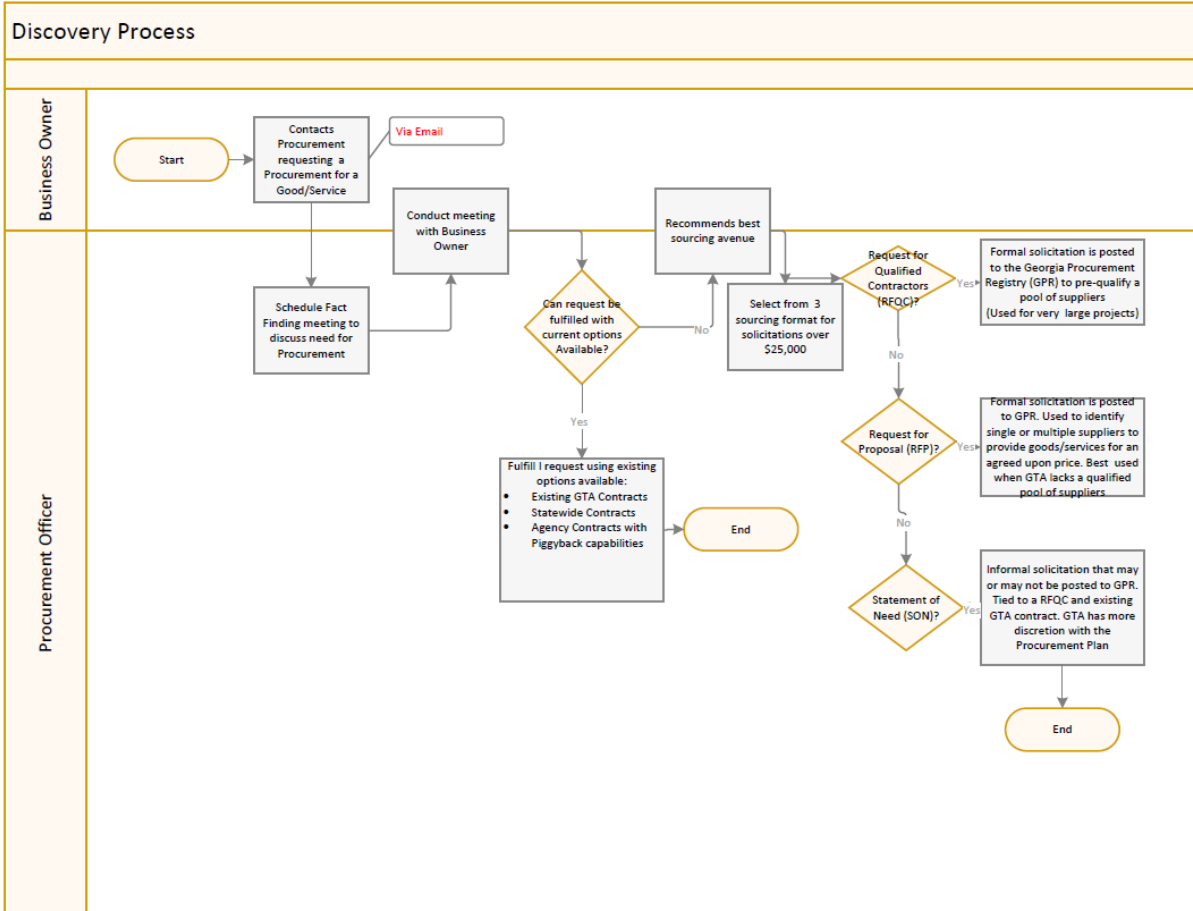
SOLICITATIONS, including RFP, RFQC and SON

Overall Solicitation Process



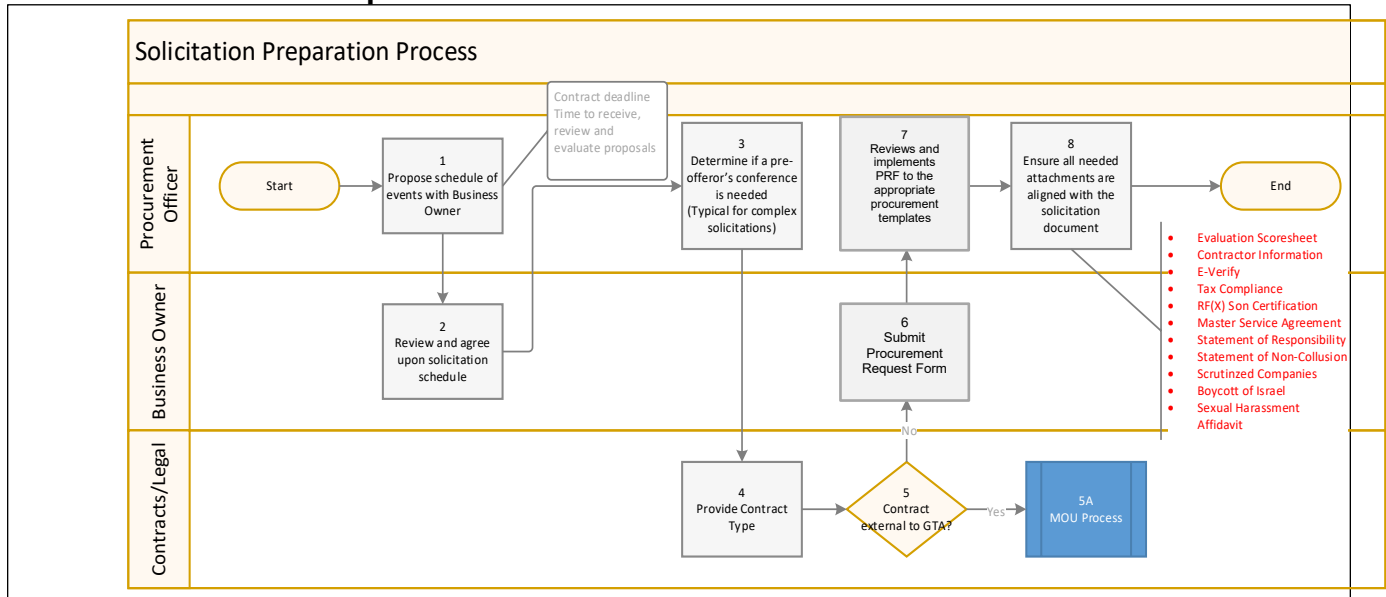


Solicitation Discovery Process



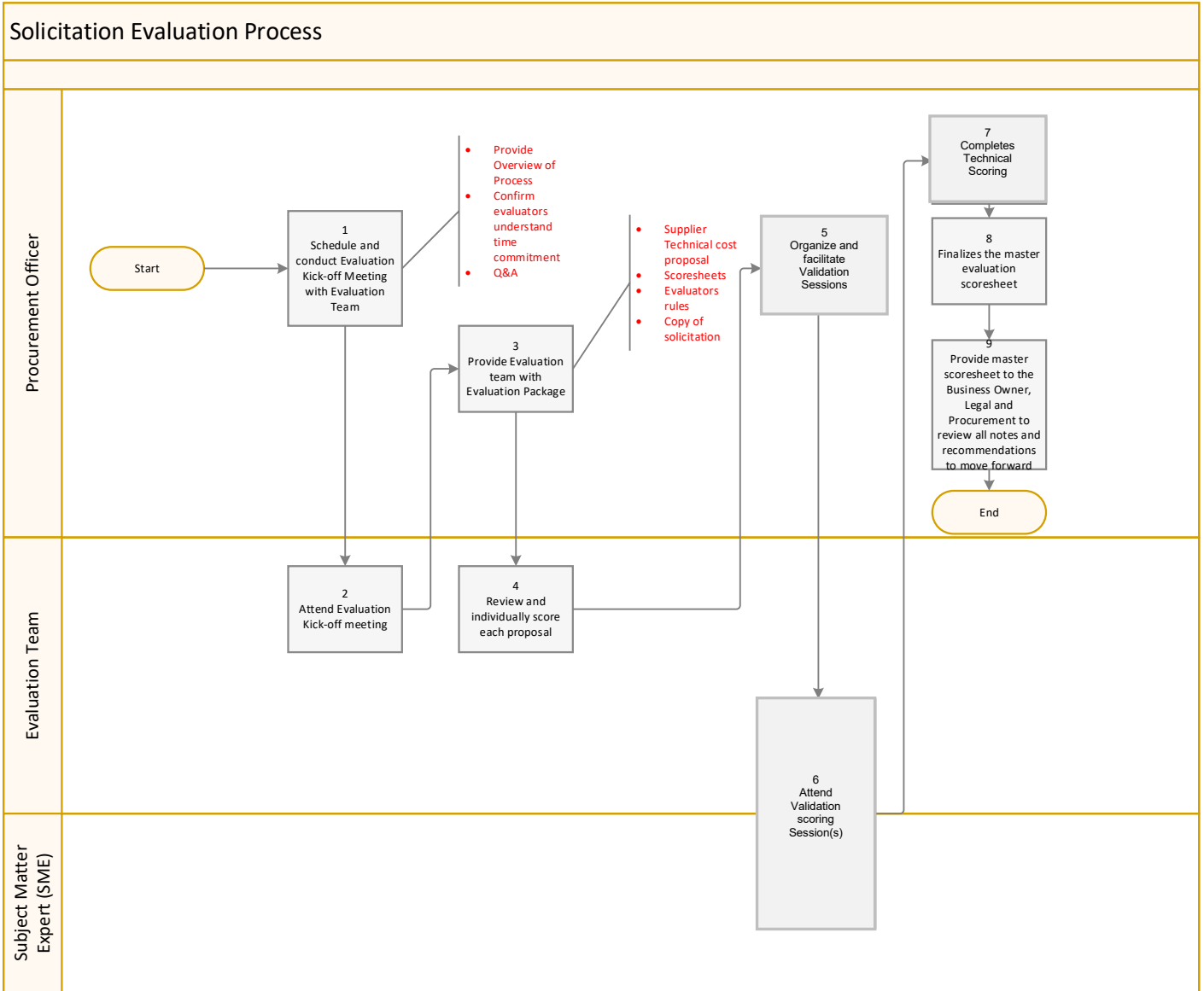


Solicitation Preparation Process



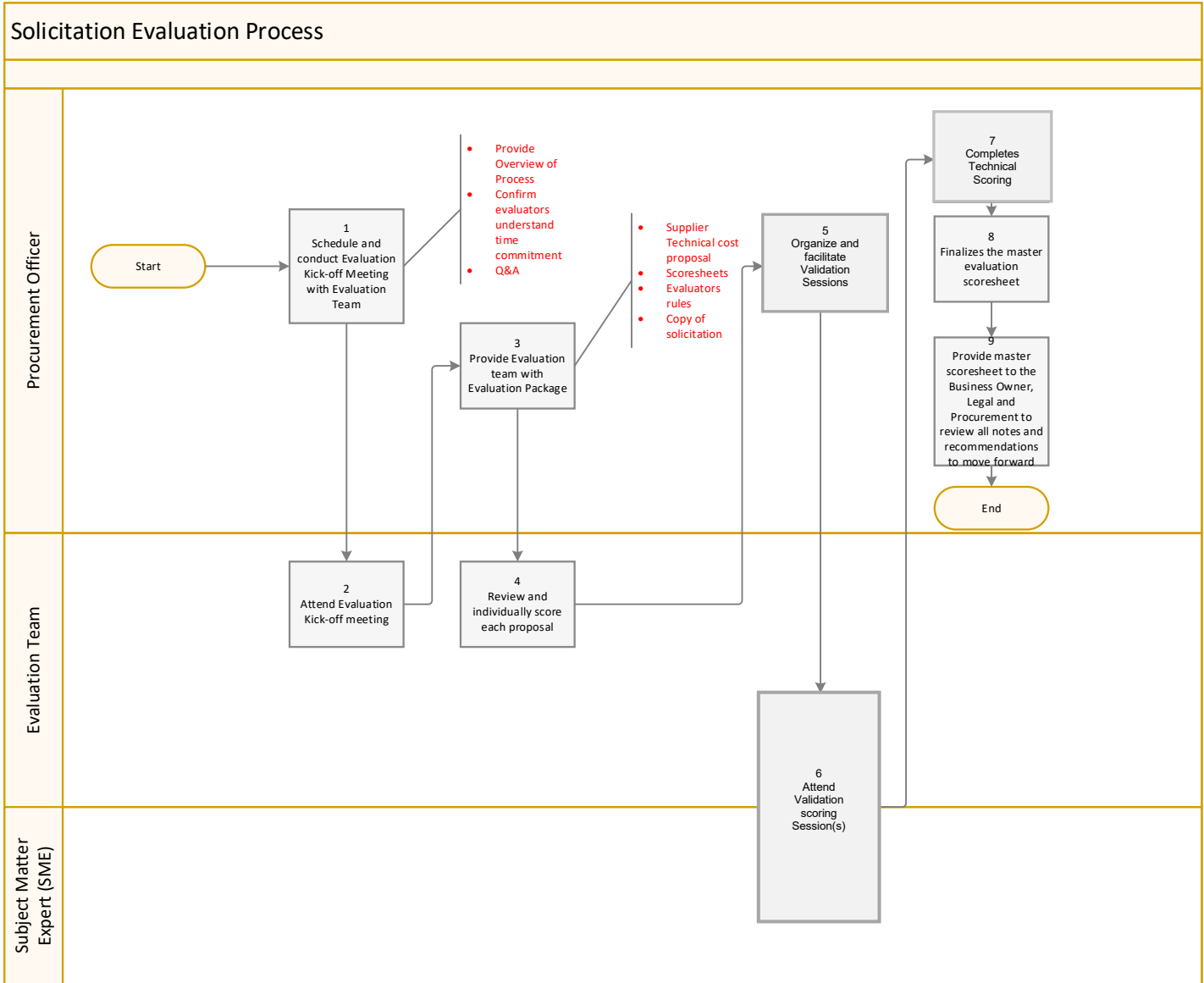


Solicitation Execution Process





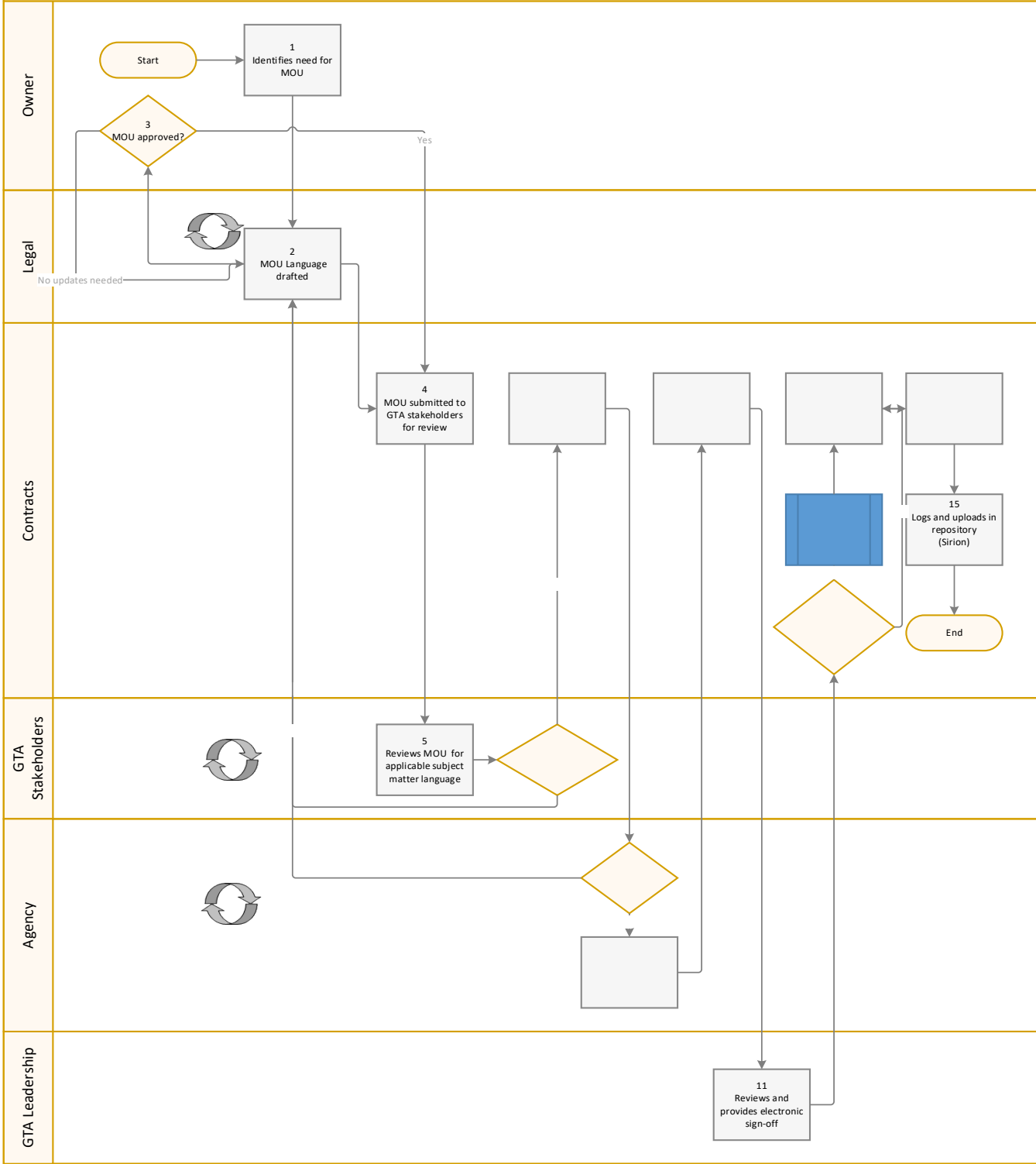
Solicitation Evaluation Process



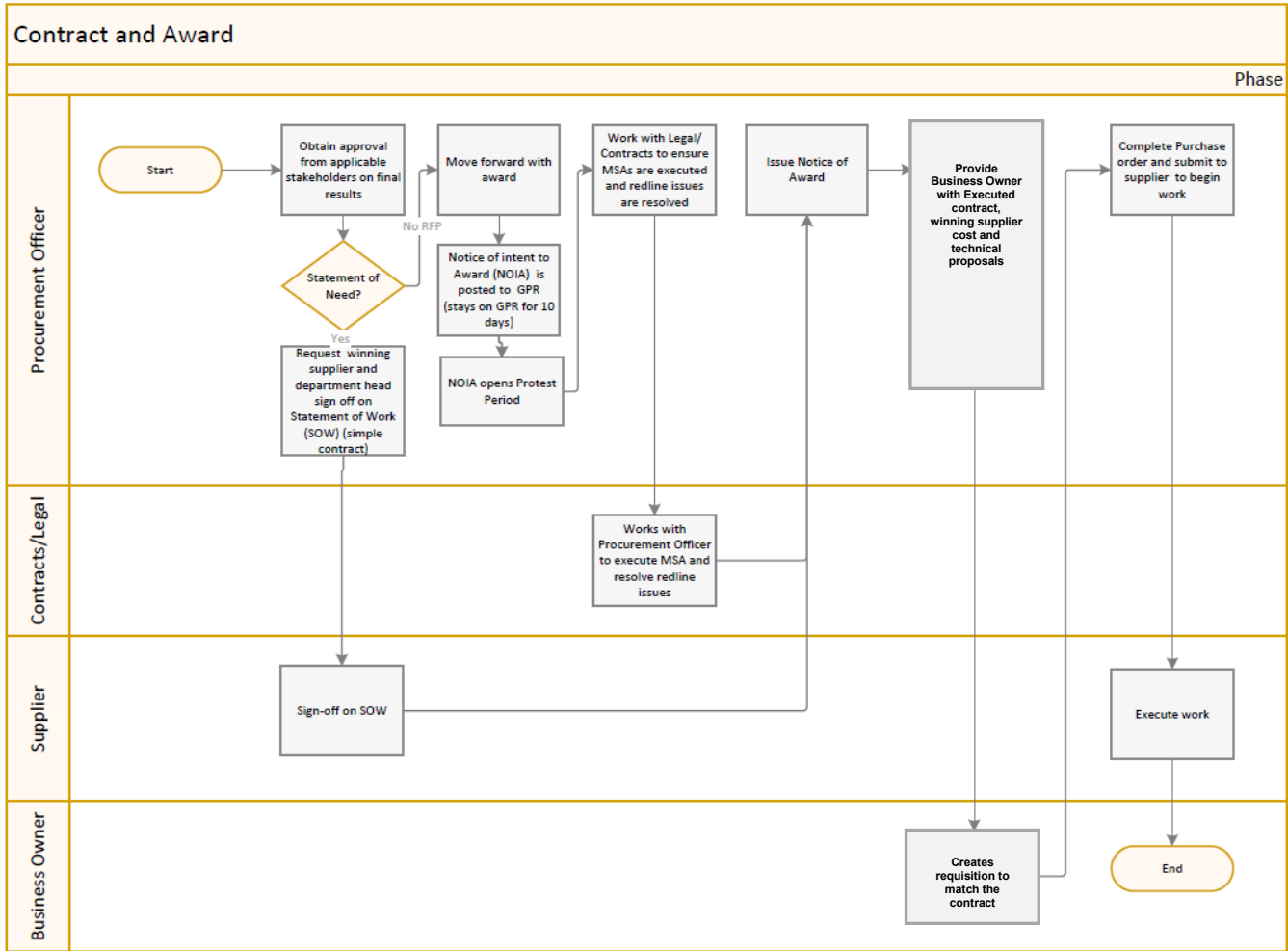
Memorandum of Understanding

Memorandum of Understanding (MOU) Draft version 2.0

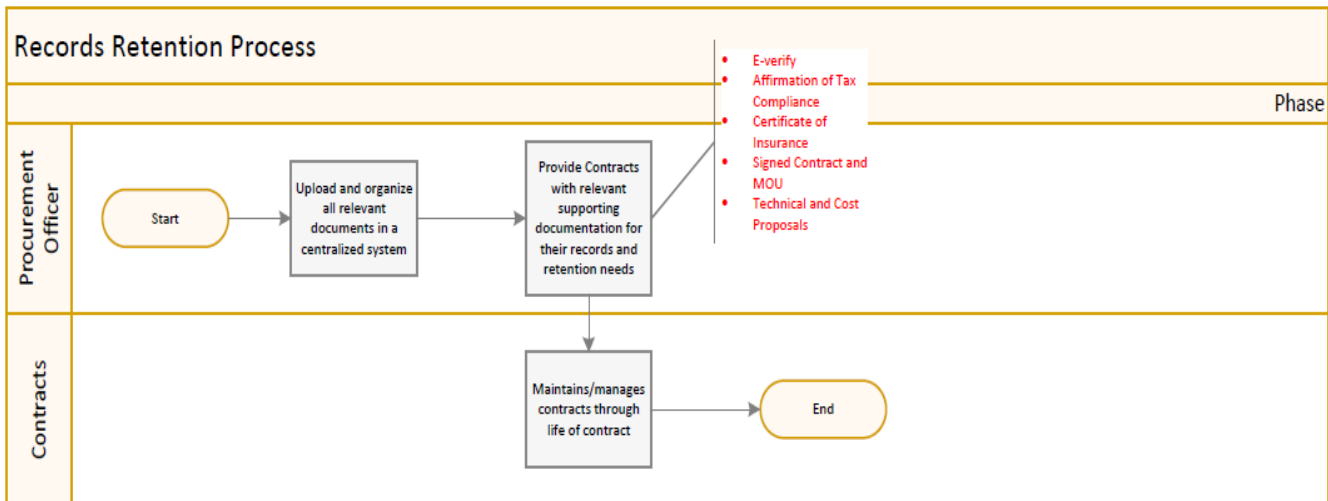
Last modified 9-29-21



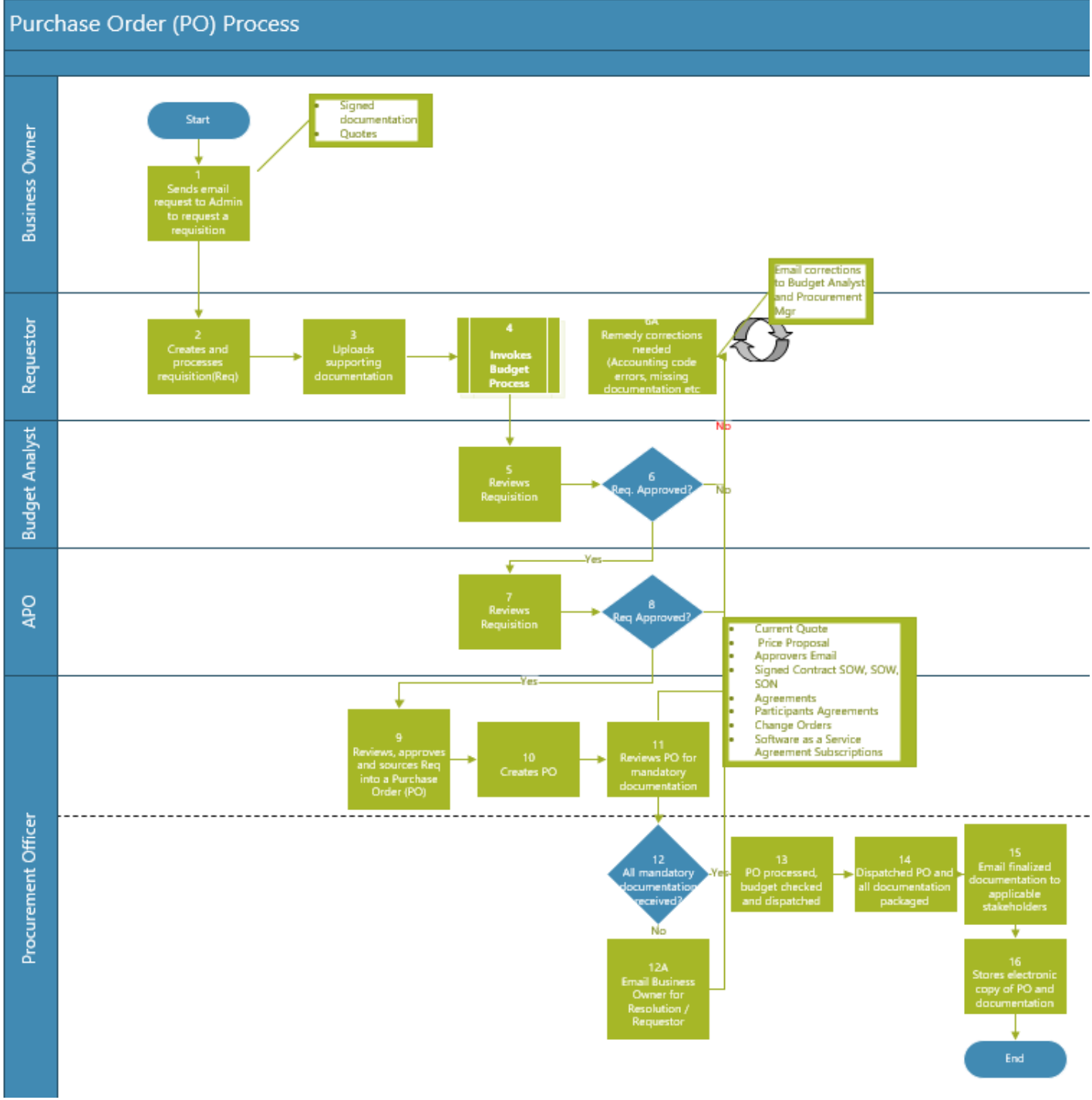
Solicitation Contract and Award Process



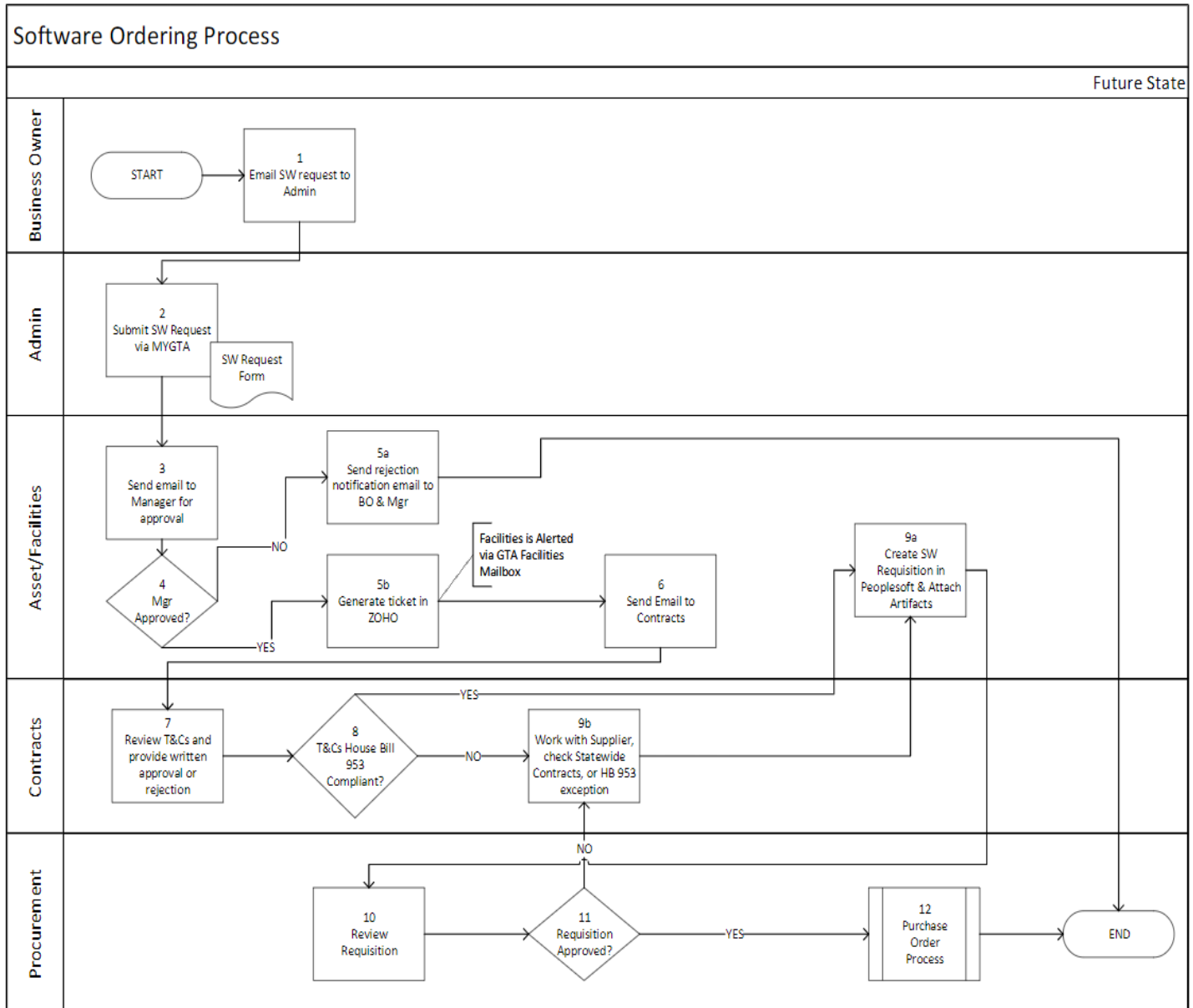
Solicitation Records Retention Process



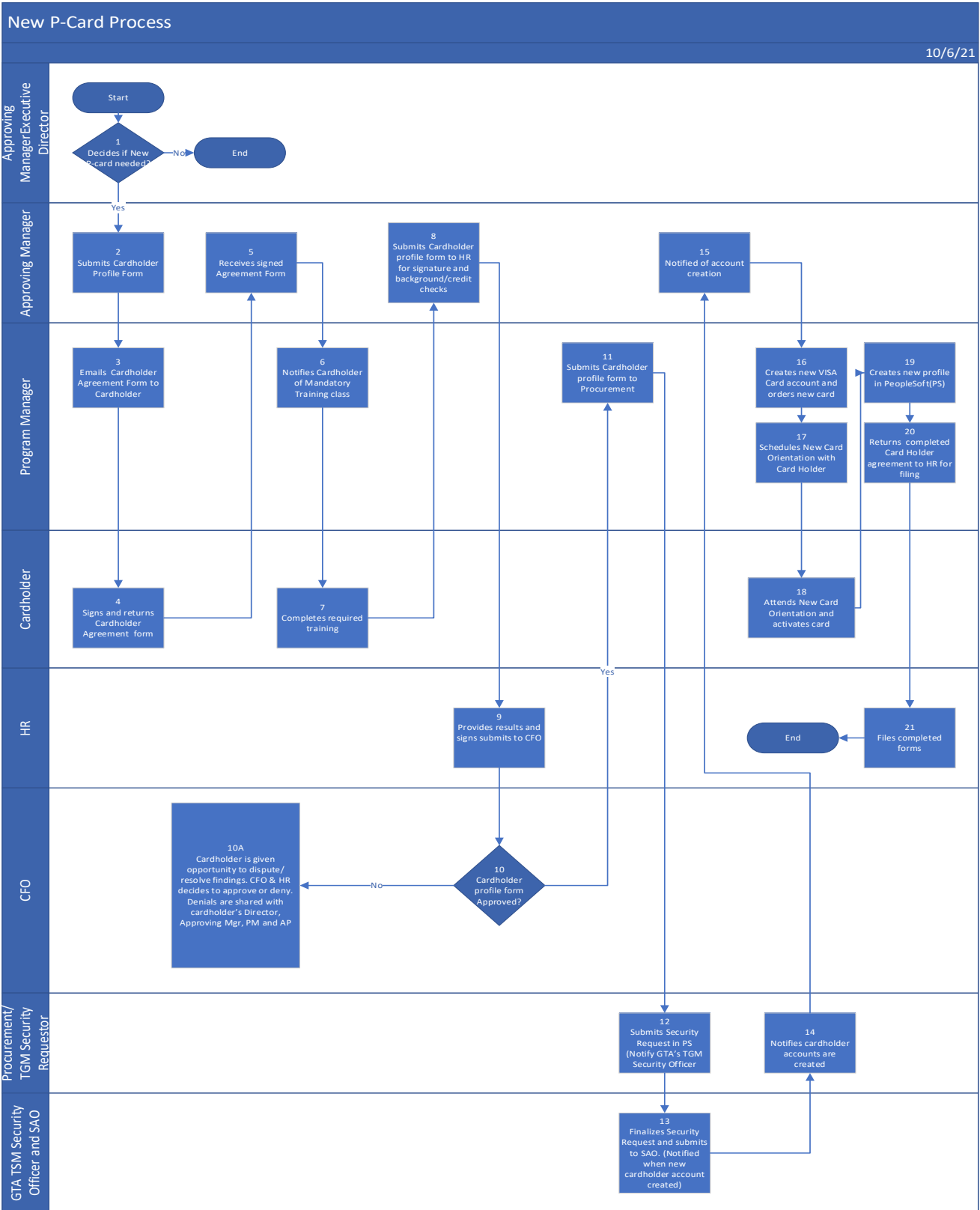
Purchase Order (PO) Process



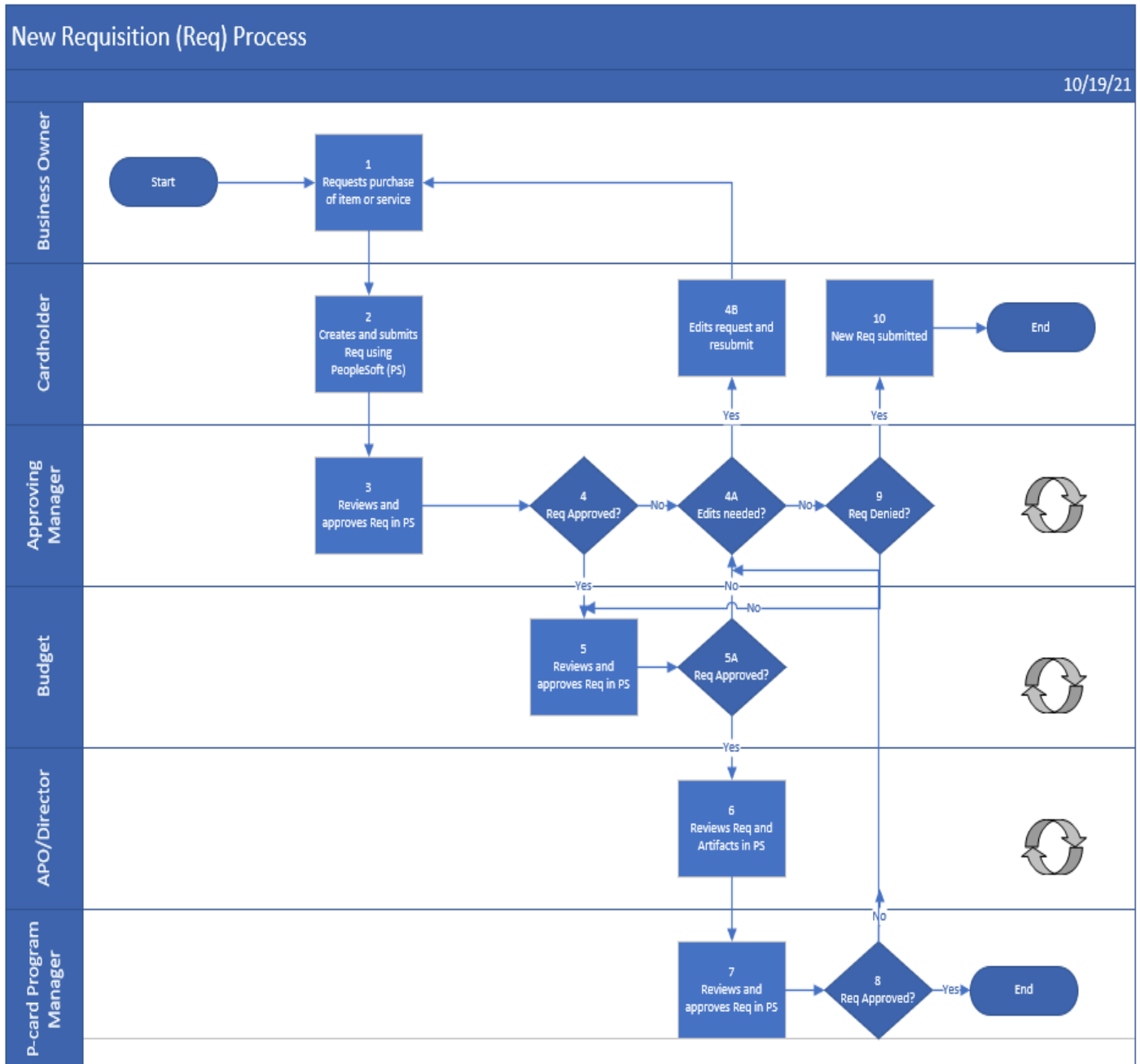
Software Ordering Process



PROCUREMENT CARD (P-Card) Process



Requisition Process





APPENDIX E - GTA Signature Authority Delegation

Who Signs Contracts for GTA?

Contract Value	Business Owner	Signing Party
\$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 will also sign any amendment(s) to the agreement

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

- A Team Georgia Marketplace (TGM) request must accompany each contract and a TGM request may be used for each amendment, regardless of who signs.
- Contact GTA Office of Contracts & Compliance at the point in time you have determined that an agreement/amendment is necessary. They may engage the GTA’s Office of 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 - GTA Protest Policy

1.0 Protest Process

[Rule 665-2-11-.07. Protest Procedure](#) describes the procedure whereby bidders/offerors may challenge the solicitation process and 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 protest procedures. Any such written protest will be resolved in accordance with [Rule 665-2-11-.07. Protest Procedure](#).

1.2 Exemption for GTA Informal Procurements

Statements of Need (SON) awarding process is a GTA informal procurement process, not posted to the [Georgia Procurement Registry \(GPR\)](#) and is not subject to these protest procedures. Note: "Statement of Need" ("SON") is the informal bid process available solely to the prequalified supplier(s) 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 this Appendix F.

Informal SON procurements will go through an 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. All resolution decisions by the Procurement Director will be final.

In cases where the GTA Procurement Director is the Issuing Officer of a solicitation, GTA Leadership will determine the final outcome of the protest.



APPENDIX G - GTA Procurement Ethics Policy. Fair and Open Bid Policy

	GEORGIA TECHNOLOGY AUTHORITY	
Title:	Procurement Ethics Policy	
PSG Number:	PM-01-10-001	Topical Area: Procurement Ethics
Document Type:	Policy	Pages: 10
Issue Date:	10/10/2010	Effective Date: 10/10/2010, Revised Date: 12/31/2014, Revision Date: 05/01/2017 Revision Date: 06/01/2023 Revision Date: 02/26/2024
POC for Changes:	Fernando Puerto	
Synopsis:	Establishes a procurement ethics policy and guidelines for the GTA Procurement Management staff.	

PURPOSE

The Georgia Technology Authority (GTA) ethical principles are integrity, value, and loyalty. From these principles our standards are established to:

1. Encourage adherence to uncompromising ethical behavior,
2. Increase awareness and acceptance of ethical conduct, and
3. Emphasize the role of ethics when formulating decisions.

GTA subscribes to the State of Georgia's Code of Ethics for Governmental Service and the Governor's Code of Ethics (Executive Order 04.01.21.57). A distinguishing characteristic of a profession is that practitioners combine ethical standards with the performance of technical skills. Procurement professionals and GTA employees must subscribe to a set of ethical principles and standards to guide their individual and group decisions and actions. Therefore, all GTA employees involved in procurement efforts in any degree or capacity 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 scope of this policy is to protect governmental integrity. GTA employees must discharge their duties impartially and in such a manner as to assure fair, open, and competitive access to governmental procurement by responsible bidders, vendors and/or suppliers.

All GTA personnel shall:

1. Uphold the Constitution, laws and regulations of the United States and the state of Georgia and of all governments therein and should never be a party to their evasion.
2. Never discriminate unfairly by dispensing special favors or privileges to anyone, whether for remuneration or not; and never accept for themselves or their families favors or benefits under circumstances which might be construed by responsible persons as



influencing the performance of their governmental duties.

3. Make no private promises of any kind binding upon the duties of office, since a government employee has no private work which can be binding on public duty.
4. Engage in no business with the government either directly or indirectly which is inconsistent with the conscientious performance of their governmental duties.
5. Never use any information divulged to them confidentially in the performance of governmental duties as a means for making private profit; and
6. Expose corruption whenever discovered.

POLICY

All procurements must be made for the purpose of GTA-related activities. All GTA employees engaged in any aspect of the procurement effort shall:

I. General

1. Believe in the dignity and worth of the service rendered by the GTA, and the societal responsibilities assumed as a trusted public servant.
2. Be 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.
3. Believe that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
4. Identify and eliminate participation of any individual in operational situations where a conflict of interest may be involved.
5. Believe that GTA staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or any other object or service of value from suppliers or potential supplier(s), which might influence or appear to influence any purchasing decisions.
6. Keep GTA leadership informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
7. Resist encroachment on control of personnel in order to preserve integrity as a professional manager.
8. Handle all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis race, color, religion, sex, national origin, age, disability, pregnancy, childbirth or related medical conditions, genetic information, or sexual orientation in its programs, activities, or employment practices and/or other protected characteristics.
9. Interact with fellow coworkers and collaborators with upmost professionalism. Does not attack, berate or belittle others. Discussions and comments are meant to stimulate conversation not to create contention.
10. Acknowledge that defamatory, abusive, profane, threatening, offensive, or illegal language, communications and materials are strictly prohibited.



11. Use caution when discussing any Information regarding services, products, contracts and/or solicitations covered by the GTA and ***State of Georgia Open Records Request and Act²***.
12. Seek or dispense no personal favors.
13. Abstain from purchasing any goods or services for personal use or benefit, as it is prohibited.
14. Handle each administrative problem objectively and empathetically, without discrimination.
15. Follow the lawful instructions or laws and understand the authority granted by of the State of Georgia and GTA.
16. Avoid activities, which would compromise or give the perception of compromising the best interest of GTA.
17. Reduce the potential for any charges of preferential treatment by actively promoting the concept of competition.
18. Obtain the maximum benefit for funds spent as agents for the employer.
19. Know and obey the letter and spirit of laws, regulations, and trade agreements applicable to supply management.
20. Keep bidder's proprietary information confidential.
21. Abide by all GTA "Access to Procurement Records", "Marking Submissions as 'Confidential', 'Proprietary', or 'Trade Secret' ", "Submission of Redacted Copies" and "Trade Secrets" requirements³
22. Identify confidential and proprietary information appropriately.
23. Use GTA approved nondisclosure agreements (NDA's) that state the terms for use of confidential and proprietary information.
24. Accept no confidential or proprietary information unless required or needed.
25. Protect confidential and proprietary information given.
26. Use confidential and proprietary information only for its intended purpose.
27. Acknowledge that GTA shall adhere to the disclosure provisions of *Georgia's Open Records Act⁴* policy, as outlined in the ***Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq⁵*** on the handling of confidential information.
28. Avoid any and all potential for nepotism.

² <https://law.georgia.gov/key-issues/open-government/law>

³ <https://gta.georgia.gov/procurement-0>

⁴ <https://law.georgia.gov/key-issues/open-government/how-make-open-records-request#:~:text=Under%20the%20Georgia%20Open%20Records,from%20disclosure%20under%20the%20law>

⁵ <https://www.lexisnexis.com/hottopics/gacode/default.asp>



29. Avoid any overlap of duties in the procurement process.
30. Avoid any private or professional activity that would create a conflict of interest or the appearance of impropriety.
31. Avoid engaging in personal business with any supplier representative or similar person.
32. Avoid lending money to or borrowing money from any supplier.
33. Exercise discretionary authority on behalf of the employer.
34. Refrain from engaging in activities where the buyer has a significant personal or indirect financial interest.
35. 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.
36. Safeguard the procurement process from political or outside influence.
37. Obtain the maximum value for GTA and the state.
38. Avoid activities that compromise, or create the perception of compromising, the best interests of GTA.
39. Notify GTA Human Resources of known or suspected unlawful or unethical activities.
40. Avoid unauthorized use of GTA's name.
41. Avoid using GTA's purchasing power to make purchases for specific individuals' non-business use.
42. Uphold fiduciary and other responsibilities granted authority to GTA.
43. Follow all applicable Policies, Standards and Guidelines⁶ (PSGs) that govern GTA.

II. Conflict of Interest

GTA employees shall avoid any perceived, actual or implied conflict of interest. An appearance of conflict exists when a reasonable person concludes from the circumstances that the employee's ability to protect the public interest, or perform public duties, are compromised by personal interest. An appearance of conflict can exist even in the absence of a legal conflict of interest. Employees are referred to [State Conflict of Interest Statutes O.C.G.A. §45-10-2 through §45-10-70](#)

All GTA employees engaged in any aspect of the procurement effort shall:

1. Avoid any private or professional activity that would create a conflict between your personal interest and the Interests of your employer.
2. Avoid engaging in personal business with any company that is a supplier or potential supplier to GTA or the State of Georgia.
3. Avoid lending money to or anything of value to or borrowing money or anything of

⁶ <https://gta.georgia.gov/policies-and-programs/policies-standards-and-guidelines-psgs>



value from any supplier/bidder or potential supplier/bidder.

4. Continually monitor, evaluate, and manage his/her personal financial and professional affairs to ensure the absence of conflicts of interest and appearance of conflicts.
5. Ensure that any personal, business or other activity does not conflict with the lawful interests of GTA.
6. Discuss actual or potential conflict(s) of interest with management. Reassign procurement responsibilities if warranted or appropriate. Notify the appropriate person for guidance or resolution when a potential conflict of interest arises.
7. Employees must abide by GTA's ***OUTSIDE EMPLOYMENT***⁷ policy.
8. Report any personal and immediate family ownership of stock, or other equity in suppliers, potential suppliers, bidders or customers.
9. Avoid the appearance of unethical or compromising practices in relationships, actions, and communications, including social media outlets.
10. Avoid business relationships with personal friends and/or family and request a reassignment if the situation arises.
11. Hold business meetings with suppliers in GTA office space, when in person, or online using GTA approved platforms during normal business hours.

III. Business Meals

1. There are times when during the course of business, such as natural disasters or significant public safety events, but may also include intra-departmental meetings or training sessions, where the meeting or training session continues during the meal and the employees are not permitted to leave the premises of the meeting site, it may be appropriate to conduct business during meals. In such infrequent instances, the meal should be for a specific business purpose and must comply with the State of Georgia's [***Other Meals and Incidental Expenses Policy***](#) as administered by the [Georgia State Accounting Office](#) (SAO) .
2. Group meals should only be provided in those instances where the meeting lasts for at least four (4) hours. A meeting less than four hours could generally be scheduled prior to or after a normal meal without significantly impacting employees on different work schedules
3. Authorized group meal expenditures are limited to the purchase of meals only and do not include snacks. Purchase of group meals are to be approved by the Director, Department Head, or his/her designee, prior to the date of the event (for non-emergency situations). The [GTA Executive Pre-Approval and Post Approved Group Meal Expense Documentation](#) Form must be used to document event details and ensure compliance with this policy. All of the supporting documents (receipts, agenda, attendance lists, etc.) that were a part of the approval process should be submitted with the payment request.

⁷ <https://mygta.ga.gov/hr/HRPolicyDocs/Outside%20Employment.pdf>



4. Meal limits outlined in the SAO [Statewide Travel Policy](#), **Section Four: Meals and Incidental Travel Expenses**, must be followed. Meal limits apply to the actual food and drink purchased for the meal. Set-up and delivery costs associated with the group meal are allowable and shall not be included in the meal limit calculation.
5. If engaging in meals or hospitality with a supplier, the Procurement Professional/Buyer should pay for their personal meals and be mindful of all policies/laws which limit the dollar value of such meals and/or hospitality.
6. The Procurement Professional/Buyer should not solicit nor accept money, loans, and/or credits or any other type of prejudicial discounts, gifts, entertainment, favors or services from current or potential suppliers which might influence or appear to have an influence on any procurement decision and/or process.
7. The purchase of alcohol with state funds is strictly prohibited.

IV. Prohibited Receipt of Gifts and Gratuities by GTA Employees

1. All GTA employees must not solicit gifts, gratuities, or entertainment for personal gain, or on behalf of GTA. GTA employees must comply with the **State of Georgia Code of Ethics for Executive Branch Officers**
2. Items valued at \$75.00 or less that are offered by suppliers for public relations purposes are acceptable when the value of such items would not be perceived by the offeror, receiver or others as posing an ethical breach.
3. Gifts offered exceeding \$75.00 must either be returned to supplier with an explanation or, if perishable, either returned, shared or distributed to all GTA staff, or donated to a charity in the name of the donor/supplier.
4. 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 buying decisions, and that it will not be perceived by others as unethical.
5. GTA employees shall not directly or indirectly solicit, receive, accept, or agree to accept courtesies, or gifts in any form whatsoever from any person or persons, corporations, or associations that, directly or indirectly, may seek to use the connection thus formed for securing favorable comment or consideration on any commercial commodity, process, or undertaking by inducing the reasonable belief that the giving of the thing will influence his/her performance or failure to perform any official action. The acceptance of a benefit, reward or consideration where the purpose of the gift is to influence an employee in the performance of his/her official functions is a felony under [O.C.G.A. 16-10-2](#).
6. An employee of GTA or any other person on his/her behalf, is prohibited from knowingly accepting, directly or indirectly, a gift from any vendor or lobbyist as those terms are defined in Georgia statutes ([O.C.G.A. 21-5-70\(6\)](#) and [45-1-6\(a\)\(5\)b](#)). If a gift has been accepted, it must be either returned to the donor or transferred to a charitable organization.



V. Relationship with Supplier

GTA employees are encouraged to be actively engaged with any potential and existing/current suppliers/vendors as part of everyday business. Business dealings with all existing and potential suppliers must be fair and transparent.

All GTA employees engaged in any aspect of the procurement effort shall:

1. 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.
2. Maintain and practice, to the highest degree possible, business ethics, professional courtesy, and competence in all transactions.
3. Adhere to and protect the supplier's business and legal rights to confidentiality of trade secrets, and other proprietary information.
4. Avoid the exertion of undue influence or abuses of power.
5. Discourage the arbitrary or unfair use of purchasing leverage or influence when dealing with suppliers.
6. Preclude from showing favoritism or being influenced by suppliers through the acceptance of gifts, gratuities, loans or favors.
7. Not accept gifts exceeding \$5 in value from a supplier or potential supplier that display the name of a firm which is intended for advertising.
8. Purchase without prejudice and strive to obtain the maximum value for each dollar expended.
9. Refrain from publicly endorsing products.
10. Refrain from requesting donations of goods or services for GTA.
11. Refrain from requiring suppliers to pay to be included on an approved or preferred supplier list.
12. Refrain from showing favoritism or being influenced by suppliers through the acceptance of gifts, gratuities, loans or favors.
13. Safeguard supplier confidentiality.
14. Select suppliers on the basis of meeting appropriate and fair criteria.
15. Treat all suppliers fairly and equally.
16. 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, and no active solicitation is in process⁸.
17. When a solicitation is in process, contact with suppliers or bidders should be limited, and there should be no discussion with the supplier community of any

⁸ See Stages **One (1) – Need Identification** through **Five (5)- Negotiations** in the **GTA Procurement Manual**



existing solicitation in process⁹.

18. From the issue date of the solicitation and until a supplier is selected for contract award and the selection is made public, suppliers are not allowed to communicate for any reason with any state staff regarding the solicitation except through the issuing officer (or his/her designee) named in the solicitation. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, letters, or personal meetings, such as lunch, entertainment, or otherwise. Exceptions to this restriction on communication include the following:
 - a. Communication during bidders'/offerors' conference provided the issuing officer is present,
 - b. As necessary to perform under any existing contracts with GTA,
 - c. With GTA pursuant to the protest process, and
 - d. With GTA's or DOAS SPD's¹⁰ technical staff to resolve any issues with the electronic bidding process.
19. A supplier's violation of the restriction on communication can lead to disqualification of the supplier's response from consideration for contract award and/or other disciplinary action by GTA, such as suspension or debarment.
20. The procurement issuing officer is responsible for managing all communication during the evaluation stage, including, but not limited to, contacting suppliers for clarification requests, negotiations, and contract discussions. Suppliers should direct all communication to the issuing officer.
21. The following information is not subject to public release during the evaluation stage:
 - a. Names of the suppliers submitting responses to the solicitation (unless the state entity conducted a public opening).
 - b. Suppliers' responses (or any portion thereof), including any responses to requests for clarifications, negotiations, or contract discussions.
 - c. Evaluation material (results of administrative review, scoring sheets, etc.).
 - d. Any other information protected from public release.
22. Develop and implement policies and procedures for business processes that are fair, unbiased, and applied consistently.
23. Encourage prompt and fair problem resolution.

⁹ *ibid*

¹⁰ Department of Administrative Service, State Purchasing Division



VI. Relationship with Professional Purchasing Organizations and Associations

All GTA employees engaged in any aspect of the procurement effort shall:

1. Represent GTA in a professional and ethical manner when procuring through an affiliation with a professional organization.
2. Handle all Involvement and transactions in a professional manner with the interest of GTA taking precedent.
3. Prevent the intent and appearance of unethical or compromising conduct in relationships, actions, and communications.

VII. Social Responsibility and Sustainability

All GTA employees engaged in any aspect of the procurement effort shall:

1. Support of diversity and inclusiveness supply base.
2. Provide socially diverse suppliers with the opportunity to participate in sourcing opportunities.
3. Promote inclusion of diverse suppliers in the organization's supplier development and mentoring programs.
4. Ensure long-term program sustainability through application of forward-thinking concepts beyond price.
5. Encourage GTA to be proactive in examining and implementing opportunities to be environmentally responsible throughout the supply chain.
6. Adopt development of environmentally friendly ("green") practices and products throughout GTA and supply chain, when possible.
7. Champion consumption of environmentally responsible products and services within GTA.
8. Develop a complete understanding of GTA's environmental footprint and its impact on sustainability.



APPENDIX H - Non-Disclosure/Confidentiality of Sensitive Information Agreement (NDA)

The Georgia Technology Authority (“GTA”), a public corporation and instrumentality of the State of Georgia, 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 entity 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 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. "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.
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.
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.
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.
5. “Project” means a government contract, order, assignment, or task that is considered confidential, sensitive, or classified or the subject of national security.
6. “Recipient” means the entity identified on the signature page of this Agreement, and shall include all Representatives, as defined hereunder, of the Recipient.



7. "Representatives" means the employees, directors, officers, members, partners, contractors, agents, or other representatives of the Recipient.

Section II. Sensitive Information

- 2.1 During the Nondisclosure Period, Recipient will hold in confidence all Sensitive Information that comes into Recipient's knowledge during Recipient's 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.
- 2.2 Recipient acknowledges that during the course of its 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.
- 2.3 Recipient will take all necessary steps to ensure that its Representatives adhere to the terms of this Agreement, and Recipient will be responsible for any breach of this Agreement by its Representatives.
- 2.4 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 its involvement in with a Project.
- 2.5 The restrictions stated in paragraphs 2.1, 2.2, 2.3 and 2.4 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 its 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.
- 3.2 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.
- 3.3 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.
- 3.4 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 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 Recipient is personally involved. Recipient understands that anonymity will be kept to the extent possible when reporting security violations. Recipient is expressly prohibited from:

4.1.1 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;”

4.1.2 maintaining any Sensitive Information after having exited the Project or after termination of engagement or employment with GTA; or

4.1.3 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.

4.2 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

Entity: _____

By: _____
(Signature)

Print Name: _____

Title: _____



APPENDIX I - GTA GETS™ Program

GTA makes available high-quality, up-to-date IT services from leading technology service providers. State agencies can purchase those services in combinations and quantities that best meet their changing business needs. 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.

➤ IT Infrastructure Services (IS)

The general GETS™ Infrastructure Services categories include support and delivery of:

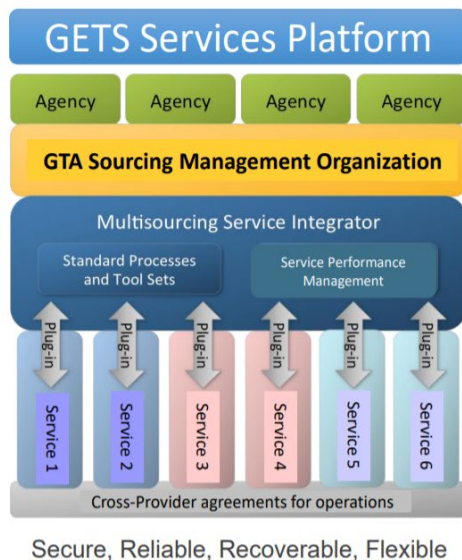
- Backup and Recovery
- EUC (End-User Computing) including desktop and laptop support
- LAN (Local Area Network) including support, and connecting computers in a small areas
- WAN (Wide Area Network)
- Mainframe and Hosting
- Print / Mail Service
- Server (including email)
- Storage
- Voice
- Wireless and Mobile Services (non-GETS)

In addition, the technical environments include:

- Data centers and computing facilities
- Computing and telecommunication service

➤ MultiSourcing Service Integrator (MSI)

GETS Program Overview



- GETS platform features plug-and-play model
- Allows quick response to changing needs
- A single business approach using multisourcing service integrator’s tools, across multiple IT service providers
- Strong governance structure capitalizes on heavy engagement from agencies served
- Emphasis on service delivery, innovation, and transparency
- As the state’s IT services broker, GTA matches agency business needs to best-suited services from IT market

Figure 6 - GETS Program Overview



➤ **Managed Network Services (MNS)**

For agencies receiving their computing and telecommunication services via the GETS program, the GETS Portal serves as a central online hub for GETS IT services, tools, and information. Staff at these agencies can access the Portal via: <https://portal.gets.georgia.gov>.



Figure 7 - GETS MNS

➤ **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.



APPENDIX J -Sample Cure Notice and Show Cause Notice

Cure Notice

*"You are notified that the **Georgia Technology Authority** considers [list/description of specific failure(s)] a condition that is endangering performance of the [Contract Name and Number] contract. Therefore, unless this condition is cured within [insert number of days/cure period as identified in contract, if applicable] days after receipt of this notice, the **Georgia Technology Authority** may terminate for default under the terms and conditions of the Termination clause of this contract"*

Show Cause Notice

*"Since you have failed to perform Contract No. [redacted] within the time required by its terms [or] cure the conditions endangering performance under Contract No. [redacted] as described to you in the **Georgia Technology Authority** Cure Notice letter dated [redacted], the **Georgia Technology Authority** is considering terminating the contract under the provisions for default of this contract. Pending a final decision in this matter, it will be necessary to determine whether your failure to perform arose from causes beyond your control and without fault or negligence on your part. Accordingly, you are given the opportunity to present, in writing, any facts bearing on the question to [name and address of contract administrator] within 10 days after receipt of this notice. Your failure to present any excuses within this time may be considered as an admission that none exist. Any assistance given to you on this contract or any acceptance by the **Georgia Technology Authority** of delinquent goods or services will be solely for the purpose of mitigating damages, and it is not the intention of the **Georgia Technology Authority** to condone any delinquency or to waive any rights the **Georgia Technology Authority** has under the contract".*



APPENDIX K - Sample Trade Secret Affidavit

[SAMPLE TEMPLATE ONLY]

Highlighted portions should be completed or deleted (as applicable) by affiant. Use of template does not establish that all requirements set forth under the Georgia Open Records Act are satisfied. Please seek independent legal advice prior to use.

**TRADE SECRET STATUS AND EXEMPTION FROM DISCLOSURE AFFIDAVIT
 STATE OF GEORGIA
 REQUEST FOR PROPOSAL, REQUEST FOR QUOTE, or REQUEST FOR QUALIFIED
 CONTRACTOR
 (INSERT SOLICITATION NUMBER AND TITLE)**

All documents, data, letters, and generated information received by the State constitutes a “public record” and is subject to disclosure under the Georgia Open Records Act (“GORA”). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), “[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*].”

O.C.G.A. § 10-1-761(4) defines “trade secret” as “...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

Therefore, the records listed below and attached hereto, that were submitted with (Supplier’s Name) response to the State of Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor **[NUMBER AND TITLE]** are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- Additional trade secret information requested to be withheld

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that the State of Georgia not disclose this protected information under the Georgia Open Records Act (“GORA”).



Signature:

[Signatory Name in Print]

[Signatory's Title]

[Company Name]

Date: _____

SUBSCRIBED AND SWORN BEFORE
ME ON THIS _____ DAY OF _____
_____, 202x.

NOTARY PUBLIC

My Commission Expires: _____



APPENDIX L – Procurement Planning Milestone (PPM) Sample

Procurement Planning Milestones


[NAME OF SOLICITATION]
RFX 98000-XXXXXXXXXX

Original Issue: [DATE]		PLANNED POSTING DATE [XXX]	
Process Owner		Milestone	Target Date
1 st	2 nd		
PRE-BID			
IO	n/a	Submit RFX template for management/legal review	
IO	n/a	DOP/GC Review RFX	
POSTING			
IO	n/a	RFX Release to GPR	
IO	n/a	Vendor Questions Deadline (Part 1)	
IO	n/a	Conduct Offerors' Conference	
IO	n/a	Post Answers to Vendor Questions – GPR	
IO	EC	Conduct Evaluation Kickoff Meeting	
IO	n/a	RFX Proposals Due Date	
CLOSING			
IO	n/a	Complete Administrative Review of Proposals	
EC	n/a	Receive and Read Technical Proposals (Individually by committee members)	
EC	n/a	Evaluate Technical Proposals, including any Clarifications (Collectively by committee at meeting site)	
EC	IO	Complete Initial Technical Evaluations	
EC	n/a	Complete Technical Evaluation Scoring and Clarifications	
EC	n/a	Technical Evaluation Results Provided to DOP-CO	
EC	n/a	Price Information Received from DOP-CO	
EC	n/a	Conduct Price Proposals Reviews, Clarifications and Analysis	
EC	n/a	Price Evaluation Complete	
EC	n/a	Submit Technical/Price Analysis to SGO-CO and schedule demos, if applicable	
NT	n/a	Schedule Negotiations with top scoring suppliers, if applicable	
NT	n/a	Negotiation Team (NT) Conduct Discussions/Negotiation Period	
AWARD			
IO	n/a	Notify Apparent Successful Offeror (ASO)	
IO	IO	Provide Contractor with Agreement for Signing	
IO	n/a	Post Notice of Intent to Award on GPR	
IO	n/a	Obtain Contract Authorizations (CAF) and Execute Agreement (GTA) – after NOIA without a protest	
IO	n/a	Post Award Notice Information to GPR	
POST AWARD			
BO	IO	Conduct Project Kickoff Meeting w/Awarded Vendor	

LEGEND – **BO**= Business Office ; **IO** = Issuing Officer; **EC** = Evaluation Committee; **NT** = Negotiation Team
DOP/GC= Director of Procurement/General Counsel; **DOP-CO**= Director of Procurement-Contracting Officer;
SGO-CO= Sourcing Governance Office – Contracting Officer



APPENDIX M - [GTA Environmental Procurement Policy](#)

	GEORGIA TECHNOLOGY AUTHORITY	
Title:	Environmental Procurement Policy	
PSG Number:	EP-01-10-001	Topical Area: Procurement
Document Type:	Policy	Pages: 2
Issue Date:	02/22/2012	Effective Date: 02/22/2012
REVISION DATE:	01/26/2024	REVISION #: 2
POC for Changes:	Fernando Puerto	
Synopsis:	Establishes an environmental procurement policy and standards for Procurement Management Office employees.	

PURPOSE

The Georgia Technology Authority (GTA) Office of Procurement Management adopts and incorporates the following Environmental Policy as the official Environmental Procurement Policy. This policy, with the supporting tenets of the state of Georgia Procurement Manual (GPM) and the GTA Procurement Manual shall be applied to all GTA procurement services and activities.

SCOPE

This policy applies to the GTA employees and those of GTA's Office of Procurement Management who must discharge their duties impartially and in such a manner as to assure fair, open, and competitive access to governmental procurement by responsive and responsible vendors.

POLICY

GTA's Office of Procurement Management hereby adopts as their own, the following environmental principles and standards which shall govern the procurement related activities of every person employed by this organization:

1. Purchasing environmentally preferable products is an effective way to protect the environment.
2. Demand for environmentally 'green' products influence industry practices and encourage all to conserve energy and natural resources.
3. Environmentally preferable products are currently available to state government through Department of Administrative Services State Purchasing Division's Statewide Contracts.
4. In some cases, there are laws or executive orders that require state agencies to purchase these products. GTA acknowledges that these rules and considerations are the best choice and value when cost, quality, and environmental considerations are taken into account. GTA is committed to follow these same orders and laws.
5. GTA will take every opportunity to go 'green' with their procurement practices.



THIS POLICY IS HEREBY ESTABLISHED AND ADOPTED:

Fernando J Puerto

Name

2/27/2024

Date

Director of Procurement

Position