



STATE OF GEORGIA
Georgia Department of Economic Development

REQUEST FOR PROPOSALS
For

COLOMBIA & MEXICO
GDEcD International Representation In Colombia and Mexico

RFP Number: 42900-DED000002025COMX

RELEASED ON:
Friday, November 1, 2024

DUE ON:
Monday, December 2, 2024

INTRODUCTION

Purpose of Procurement

The objective of this Request for Proposal (“RFP”) is to obtain the services of a qualified firm or consultant to represent the State of Georgia’s economic development interests in Colombia and Mexico (jointly, the “Territory”), with a specific emphasis on Georgia’s export promotion services.

One hundred percent (100%) of this contract will support the export of Georgia products and services to the Territory.

The contractor must have a physical presence in the Territory, have a minimum of three (3) years of trade development experience, and have significant ties to the business community in market.

About GDEcD

Agency Overview

GDEcD is the state's sales and marketing arm and lead agency for job creation for Georgians. GDEcD plans, manages and mobilizes state resources to attract new business investment to Georgia, drive the expansion of existing industry and small business, locate new markets for Georgia products, inspire tourists to visit Georgia and promote the state as a top destination for arts events and film, music and digital entertainment projects. In 2024, Georgia was recognized for the eleventh consecutive year as the number one state in the U.S. in which to do business.

Additional information on GDEcD can be found at www.Georgia.org.

International Trade

In 2023, exports from Georgia totaled \$49.7 billion to 215 unique countries and territories, making Georgia the 12th largest exporting state in the U.S. Exports from Georgia have increased 26% in the past decade. GDEcD’s International Trade Division leverages the state’s International Representatives located in strategic global markets to provide export promotion services including:

- Global Insight (research, education, and in-country market assessments designed to prepare companies to export); and
- Global Connections (trade events, and in-country matching designed to match international buyers/representatives with Georgia suppliers).

GDEcD has a team of 10 trade professionals based in Atlanta, Georgia, including five industry-focused trade managers. Trade managers work with companies in a specific industry cluster, regardless of where that company is located within the state. Trade’s strategic industries include:

- Aerospace / Defense & Security
- Agribusiness (Value-added food products, agricultural machinery, food processing equipment)
- Healthcare & Life Science
- Technology

Additionally trade managers work with companies in a wide variety of non-strategic industries throughout the state.

A unique aspect of GDEcD’s International Trade program is its partnership approach to export promotion. The team regularly meets with other export promotion agencies at the federal and local levels to provide a multi-agency teamwork approach to client assistance. This approach is highly respected nationally.

OVERVIEW OF RFP PROCESS

The objective of the RFP is to select a qualified firm or consultant to provide the services outlined in this RFP to GDEcD. This RFP process will be conducted to gather and evaluate responses from Offerors for potential award. All qualified Offerors are invited to participate by submitting responses, as further defined below. After evaluating all Offeror responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be publicly announced, including the names of all participating Offerors and the evaluation results. Subject to the vendor protest process, final contract award(s) will be publicly announced thereafter.

Schedule of Events

The schedule of events set out herein represents GDEcD's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	November 1, 2024	13:00 p.m. ET
Deadline for written questions sent via email to the Issuing Officer	November 13, 2024	17:00 p.m. ET
Responses to Written Questions	November 18, 2024	17:00 p.m. ET
Proposals Due/Close Date and Time	December 2, 2024	13:00 p.m. ET
Proposal Evaluation Completed (on or about)	December 18, 2024	
Interviews with top scoring Offers	January 13 – 17 2025	
Review of Cost Proposals	January 23, 2025	
Negotiations (BAFO) Invitation Issued	January 24, 2025	
Negotiations (BAFO) Due	January 29, 2025	17:00 p.m. ET
Final Evaluation (on or about)	January 31, 2025	
Negotiation of Contractual Terms	Week of February 3rd	
Notice of Intent to Award [NOIA] (on or about)	Week of February 10 th	
Notice of Award [NOA] (on or about)	Week of February 24 th	
First Day of Contract	Anticipated March 1, 2025	

Official Issuing Officer (Buyer)

Melisa Wilson, Procurement and Services Officer, mwilson@georgia.org

Definition of Terms

Any special terms or words which are not identified in this State Entity RFP Document may be identified separately in one or more attachments to the RFP.

- GDEcD – Georgia Department of Economic Development
- Offeror – Firm(s) or Consultant(s) responding to RFP
- Agency – Georgia Department of Economic Development
- BAFO – Best and Final Offer
- International Representative – Offeror awarded contract by GDEcD after submitting winning RFP

Available Funds

GDEcD will fund this contract to a possible USD amount of \$95,000. The expected budget is \$95,000. The budget for this RFP and all administrative and overhead payments shall be made in U.S. Dollars. The RFP shall not be adjusted for the rate of currency exchange.

Contract Term

The initial term of the contract(s) shall be from the date of award commencing on one year from the award date. GDEcD shall possess four (4) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of GDEcD. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, GDEcD may, with the written consent of the Awarded Offeror(s), extend the contract(s) for such period of time as may be necessary to permit GDEcD's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

Evaluation Process and Negotiation Process

GDEcD is looking to make a 'best value' decision during this process. Although cost is a significant consideration, we consider the quality of service, strength of business contacts, professionalism, and project management capabilities to be important factors in determining the successful Offeror. The department's requirements are business driven, and decisions will be based on the perceived ability to fulfill these requirements.

GDEcD will form a committee to evaluate written proposals. The criteria for scoring proposals is included in Appendix C. The committee may at any time during the evaluation process seek clarification from Offerors regarding any information contained within their proposal. Final scores for each Offeror will reflect a consensus of the evaluation committee.

Instructions to Offerors

By submitting a response to the RFP, the Offeror is acknowledging that the Offeror:

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

OFFEROR RESPONSIBILITIES, QUALIFICATIONS AND REQUIREMENTS

Scope of Service – International Trade

Profile of International Trade Clients

Georgia companies seeking export assistance will be pre-qualified and pre-screened by GDEcD trade staff. Georgia companies of any size are eligible for trade services. However, approximately 80% of clients employ fewer than 100 Georgians, and more than 50% have fewer than 20 employees. Trade clients are "export-ready" Georgia businesses that are:

- In operation for at least one year;
- Motivated, dedicated, and committed to the long-term AND
- Willing to invest time and money in the international process AND
- Whose current market penetration is national or international

Trade assistance will be provided to companies that will increase employment in Georgia as a result of additional export sales. Types of Georgia companies that qualify for Trade assistance include, but are not limited to:

- Manufacturers
- Agricultural companies
- Headquarter locations
- Assembly operations

Typically, the division works with over 1,000 companies each year. “Key” clients, those receiving significant assistance (around four hours of work per year), account for about half of these. While assistance may be provided to “new to export” firms on a limited basis, GDEcD focuses its trade services on “increased export” companies whose international sales encompass between 1 and 20 percent of total sales.

Work Order Definitions

An approximate caseload of 60 work orders from numerous clients per year will be assigned to the Offeror. The goal is for 25% of the clients to close an average of two (2) export successes per year, and for 100% of the clients assigned to receive qualified responses to the information they are seeking within the timelines delineated within each request. The definition of an export success is provided later in this document. If the contract is renewed, performance measures may increase each subsequent year.

The following trade services are offered by GDEcD’s International Representatives. Internally, these are referred to as “Work Orders.”

Specific Information Requests – (approximate turnaround: 2 weeks). Concise answers (either by email or phone) to export questions asked by Georgia companies that are not covered by any of GDEcD’s other trade services. Typical questions address export-related issues such as required import documentation, customs procedures, visa requirements and regulatory standards.

Initial Market Assessment (approximate turnaround:6-8 weeks). This is a report offering an initial professional reaction about the viability of a product or service in a given market. If the product or service is related to an industry where GDEcD’s in-country trade professional does not have knowledge, Contractor will speak with up to three people in the targeted industry to determine: 1) perception of product (need, desire, packaging, etc.) and business model; 2) competition (similar products on the market, pricing, and distribution model); and 3) initial thoughts about market entry strategy and any changes to the product that may be needed in order to be successful in the market.

Business Partner Identification (approximate turnaround: 8 weeks). This report provides customized information on potential partners that have been specifically identified to help a Georgia company penetrate the host country market. Georgia exporters requesting this report should have already identified the country as an export target and now seek qualified contacts to develop or expand their business. The report includes: 1) description of the research method utilized to identify potential export contacts; 2) the total number of companies in the pool of potential partners initially identified by GDEcD’s International Representative and those in the secondary research provided by the Atlanta trade team; 3) the number of vetted leads that expressed strong interest in being a potential partner for the Georgia client; and 4) for each of these vetted leads, company details including a description of current products, current distribution channels, number of years in business, number of employees, full contact information and any other information requested by the International Trade Manager or client. Each one of these leads must have indicated a serious interest in further discussions with the Georgia company. The International Representative must indicate if each qualified lead is comfortable communicating in English.

Customized In-Country Appointments (approximate turnaround: 6-8 weeks from request). Based on results from the *Business Partner Identification* service or for other approved reasons,

GDEcD's International Representatives offices will arrange customized appointments for Georgia clients visiting the host country. GDEcD trade representatives are also available to assist with follow-up efforts. Although we request that clients provide six weeks' notice for this service, we try to accommodate requests with shorter notice. Companies must pay for their travel expenses, ground transportation to/from appointments, and translation/interpretation services, if required. GDEcD International Representatives will recommend and/or arrange companies to provide ground transportation and/or translation/interpretation services; however, payment for these services is the sole responsibility of the participating company. When possible, GDEcD's International Trade Representatives may be available to attend meetings to provide advice and counsel but do not serve as interpreters.

Due Diligence Requests (approximate turnaround: 1-2 weeks). This report provides background, financial (where available), and other due diligence information for a potential export partner as requested by Georgia companies.

Key Industry Contacts (approximate turnaround: 2-4 weeks). This report provides a list of key industry contacts, such as trade and industry associations and important trade shows, regulatory agencies, or other special contacts in the host country and a paragraph describing each to help Georgia companies access the international market.

Supplier Identification (ongoing basis). The supplier identification work order report identifies Georgia suppliers when an international representative provides the Georgia office with a trade lead from an international buyer, agent, distributor, or trading company. In limited cases, this work order can also include public bid and procurement opportunities.

Trade Shows / Trade Missions

GDEcD leads delegations of Georgia companies to participate in trade shows and trade missions throughout the year. Participation typically includes exhibiting at shows, arranging appointments to supplement show traffic, and/or arranging individual appointments for trade missions. Depending on the event, the size of the typical Georgia delegation ranges from four to ten companies. International Representative will be required to provide assistance before, during, and after in-country trade shows and missions. Assistance may include but is not limited to: scheduling and coordinating matchmaking appointments for participating companies plus GDEcD per event; logistical arrangements; promoting/encouraging buyers in host country to attend GDEcD targeted international events; participation in and auditing of trade shows as requested by GDEcD Georgia; and serving as a point-of-contact for Georgia companies and representatives visiting the host country.

Recommended Service Providers (produced annually). International Representatives should also keep an up to date list of standard service providers with the ability to communicate in English, including freight forwarders/customs brokers, legal firms, hotels, interpreter services, car & driver services, and recommended restaurants. This list should be available to clients at their request, and should include providers that the Representative would recommend to clients based on reasonable pricing and good service. Representatives must not receive monetary compensation from any listed service provider/agent in return for recommendations.

Performance Measures

In addition to tracking the number of Work Orders, International Trade Representatives are measured on the number of clients assisted, trade leads developed, and export successes supported.

GDEcD tracks performance and deliverables via a confidential client tracking database (currently Salesforce), and will track data that is entered correctly in the system. The following definitions are used in GDEcD's Trade measurement system:

- **"Clients assisted"** - GDEcD tracks both the total number of Georgia-based companies assisted and "key" clients assisted. "Key clients" meet the qualifications for export assistance, have been vetted by Georgia staff, and have received in-depth assistance/research. Any Georgia business working with an International Representative is considered a key client.
- **"Leads developed"** – International companies/agents identified as wanting to do business with Georgia exporters. The methods for generating business leads include but are not limited to: international office research, trade shows, trade missions, international buyer events, web site, in-country market intelligence, bid opportunities, etc. Both the total number of leads identified as well as "qualified" leads should be recorded. "Qualified" leads are those that have been vetted by the International Representative.
- **"Export successes"** - Deals reported by Georgia exporters. These fall into three categories:
 - Product sold (number of unique shipments to an international market);
 - Partner signed (entering into an exclusive agreement with a qualified importer/distributor/agent or required regulatory consultant in an international market);
 - Cost savings (significant savings of money/time for a Georgia business such as clearing shipments stuck in Customs, or facilitating/speeding payment from an international customer).

Mandatory Responsibilities

- Contractor will be responsible for the coordination and implementation of the above services with or without the assistance or presence of GDEcD staff.
- Contractor shall perform the services in a professional manner and to the satisfaction of GDEcD.
- Contractor will be expected to acknowledge requests from GDEcD and from client companies within one (1) business day and provide specific timeline regarding when the request will be handled.
- Contractor shall advise GDEcD regarding changes in the host country market which may impact imports into that country.
- Information regarding all client interaction and in-country contacts generated on behalf of GDEcD must be provided in a timely manner to the appropriate Trade Manager.
- On an annual basis, Contractor will provide a suggested work plan for activities planned for the following fiscal year.
- Contractor will be required to attend an annual meeting (in Georgia) with GDEcD staff, Georgia clients and stakeholders. The annual meeting will last up to five (5) business days. Contractor is required to cover the expense of one (1) trip to Georgia annually (inclusive of flight, hotel, transportation and meal costs for the week). Should a second international representative from the "Territory" be included to participate, GDEcD Trade Division will reimburse the following costs related to their participation: roundtrip airfare (economy or premium economy class only), taxi costs to/from airport and to/from hotel, and any meals not provided by GDEcD during the week. Itemized receipts will be required for reimbursement. Please note that the state cannot reimburse the cost of alcohol.
- Contractor may be asked to review/edit country-specific information created by GDEcD Georgia office.
- Contractor should work only with pre-qualified trade-related clients referred by the GDEcD Georgia office; If Contractor is contacted directly by a Georgia company that has not been previously vetted by GDEcD, Contractor must refer the company to the Georgia office for qualification prior to providing assistance;
- Contractor may be asked to coordinate high-level business missions led by the Governor and/or other State VIPs. Contractor will arrange all the necessary appointments and logistics and work closely with the Georgia office before, during and after the event to ensure flawless execution of the mission. While up to two high-level missions per year may be required, typically a Contractor will coordinate a maximum of one such mission per year.

- Contractor will be asked to represent GDEcD at events, association meetings, embassy meetings and other events involving U.S. states. The International Representative will be the official representative of the State of Georgia, and is expected to represent and promote the State as a great place in which to live, work, play and do business. Additional economic development tasks may be requested.
- Special Projects – The Commissioner may, at any time, request plans for projects that go beyond the scope of International Trade. Contractor will gather information, prepare and present plans and budget estimates for these projects.
- During the term of the contract, when required by GDEcD, Contractor must be available to be contacted as needed during the Department’s working day (9:00 a.m. – 17:00 p.m. EST/EDT). Additionally, Contractor must have the capability for remote access throughout the business day especially when away from the office via mobile devices.
- A Trade Manager will work directly with Contractor on all aspects of the contract. The successful Contractor will report project status and submit invoices to:

Lizann Grupalo, Deputy Commissioner, International Trade
 Georgia Department of Economic Development
 75 Fifth Street, NW, Suite 1200
 Atlanta, GA 30308 USA
 Tel: +1-404-962-4120
 Email: lgrupalo@georgia.org

- Contractor agrees to abide by all policies, procedures, and guidelines of the Department of Economic Development and the State of Georgia, including but not limited to abiding by ethics policies and procedures as well as keeping client information confidential.

Technical Qualifications (Mandatory Scored)

To demonstrate the ability to perform the requirements while delivering quality services within specified timeframes, Contractor **shall provide** the following information (Please limit to 10 pages):

Company Background, Proposed Organization, and Staffing for the Contract

1. Brief description of Offeror’s firm’s background and history, including a broad overview of Offeror’s firm, any parent, affiliated or subsidiary company, and any business partners. Offeror’s response must detail, at minimum, 3 years’ experience applicable to the Scope of Services outlined for International Trade. Offerors must disclose in their response if offeror will provide all or part of the required services in the second country, i.e. Colombia or Mexico, through a local partner or affiliate. If using a local partner or affiliate, offeror must provide the name and website of the local partner or affiliate.
2. Concise biographies and work history of all of the firm’s principals and each employee assigned to this account, including any local partners or affiliates. Indicate their proposed responsibilities in relation to this account and the approximate number of hours each week/month that they will dedicate to this account.
3. Short description of any details that may create a conflict or appearance of a conflict of interest.
4. Information about whether, within the last five years, Offeror’s organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.

Trade Promotion Experience

1. Understanding of international trade and export promotion services.
2. Evidence of an understanding of industry sector growth trends in-country.
3. Evidence of an established network of in-country contacts. Offeror must include a list of contacts with:
 - Major trade and industry associations

- National and local government agencies
 - U.S. government agencies
 - Key leaders in the business community
 - Leading distributors/importers that Contractor routinely interacts with for trade development purposes
4. List any business associations Contractor belongs to and positions held within these organizations.
 5. Description of experience coordinating trade missions, trade shows or other trade-related events during the past 24 months. In particular, briefly describe two (2) major events coordinated, number of staff and responsibilities of staff member in accomplishing the project, and goals achieved.
 6. Recent (within the past two years) samples of two (2) market research reports, agent/distributor searches or similar activities, along with copies of the initial requests for the information provided. Offeror may delete the client name and other confidential information from the submitted samples. These reports are not included in the page limit for the technical proposal.
 7. Description of innovative, proactive trade initiatives the Contractor has undertaken on behalf of a business client or economic development agency.
 8. Please provide contact information for at least three (3) existing clients that GDEcD may contact as a reference. For each reference, please provide contact name and title, company name, phone number and email, service description and length of relationship.
 9. List of other U.S. states, local and international economic development agencies currently represented by Offeror.

Results Measurement

1. Offeror shall include an explanation of the process currently used to follow up with clients and track results.

Ability to Provide Services within Stated Deadlines

1. Offeror's written RFP submission should demonstrate, to GDEcD's satisfaction, the ability to provide quality services within proposed deadlines. If using a local partner or affiliate, offeror must describe what controls and business procedures it will have in place to ensure that the quality and delivery deadlines of the Work Orders will comply with agency requirements.

Additional Requirements (Additional Scored)

1. Offerors must be residents of Colombia or Mexico, respectively, and their organization must also be located within the host country.
2. Indicate the number of years Offeror's organization has been located in the market, and explain why the city of their operation as well as the office location within the city is beneficial to GDEcD and Georgia companies.
3. Offeror must indicate a strong command of spoken and written English.

RFP RULES AND RESPONSIBILITIES

Restrictions on Communicating with Staff

From the issue date of this RFP until the final award is announced, Offerors are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Offerors' conference (if any), or as defined in this RFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. GDEcD reserves the right to reject the proposal of any Offeror violating this provision.

State's Right to Request Additional Information - Offeror Responsibility

Prior to an award, GDEcD must be assured that the selected Offeror has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State

Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the Offeror's ability to perform, if awarded, the State Entity has the option of requesting from the Offeror any information deemed necessary to determine the Offeror's responsibility. If such information is required, the Offeror will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

Failing to Comply with Submission Instructions

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

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

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

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

GDEcD reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing and will be sent to each Offeror. EACH OFFEROR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE OFFEROR'S RESPONSE. Finally, GDEcD reserves the right to cancel this RFP at any time.

Costs for Preparing Proposals

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

Public Access to Procurement Records

If Offeror considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, Offeror must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked "Redacted Copy-Available for Public Review." In addition, the electronic file name should include the words "**Redacted Copy**" at the **beginning of the file name**. The redacted copy shall be submitted at the same time Offeror 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 Offeror. If Offeror fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the Offeror's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act.

Please Note: Even though information submitted by a Offeror may be marked as "confidential", "proprietary", "trade secret" etc., the State will make its own determination regarding what information may or may not be withheld from disclosure. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information. Please note that the redacted version will be utilized for purposes of responding to requests for records pursuant to the Open Records Act. GDEcD 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.

Submittal Instructions

Listed below are key action items related to this RFP. The *Schedule of Events* identifies the dates and time for these key action items. This portion of the RFP provides instructions regarding the process for reviewing the RFP, preparing a response to the RFP and submitting a response to the RFP.

RFP Review

The RFP consists of the following:

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

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

Submitting Questions

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

Company Name

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

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

All vendor questions and the corresponding answers will be e-mailed to each Offeror as an official addendum to this RFP.

Preparing a Response

When preparing a response, the Offeror must consider the following instructions:

1. The Offeror must ensure its response is accurate and readily understandable.
2. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the Technical Proposal, the Offeror should reference these materials in the Technical Proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed. All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the RFP.
3. The Offeror must label its response using the corresponding section numbers of the RFP so that the State Entity can easily organize and navigate the Offeror's response.

Creating an Electronic Response

The Offeror's proposal, in response to this RFP, must be divided into two (2) appropriately labeled files- a Technical Proposal and a Cost Proposal. The contents of each file will include:

1. Technical Proposal
 - Proposal Certification (Appendix A);
 - Technical Proposal (including all worksheets and required attachments); and
 - Contract Exceptions (if any).
 - DO NOT INCLUDE ANY COST INFORMATION IN YOUR TECHNICAL SUBMISSION.
2. Cost Proposal
 - The Offeror must use the Cost Proposal form attached to this RFP.

Electronic Copies Only – PDF File Format

Technical Proposal and Cost Proposal must be uploaded as separate files. Offeror must submit RFP responses electronically in two separate PDF files using the name sequence listed below.

1. Offeror's Name – RFP Technical Proposal
2. Offeror's Name – RFP Cost Proposal

Submitting the Response

The Offeror's complete proposal must be uploaded on or before the due date and time via the following portal: <https://www.cognitofrms.com/GDECD1/RFPResponses>

Proposals received after the due date and time will not be evaluated.

Selection Process

Contractor will be selected based on experience, contacts in the business community, and proven ability to deliver results in a timely fashion. All qualified candidates will be considered but may not receive an interview.

OFFEROR INFORMATION

This section requests basic information concerning the Offeror and may establish certain minimum insurance, bonding, and/or other requirements the Offeror must meet to be considered eligible for award. Please read each section carefully.

Company Information

The Offeror will provide the company name, company address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.

Certification Regarding Status as a "Scrutinized Company"

Any Offeror that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company." A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. Section 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on state contractors for three or more years, and/or any other available remedy. If the Offeror is a "scrutinized company", the Offeror shall not be eligible to bid on or submit a proposal for a contract with the State Entity unless DOAS makes a determination in accordance with O.C.G.A. Section 50-5-84 that it is in the best interests of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact both DOAS and the Issuing Officer immediately. Each Offeror must respond to this section in one of the following ways as appropriate: (1) include a written certification with its submitted response that the Offeror is not a "scrutinized company" or (2) include a written statement with its submitted response that the Offeror is a "scrutinized company" but that the Offeror has contacted both DOAS and the Issuing Officer with a request to be considered for an award, which request must include a written statement indicating why it is in the best interests of the State to permit the scrutinized company to participate.

Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and GDEcD (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract.

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

Proposal Certification

MANDATORY: The Offeror must complete and attach a signed copy of the Proposal Certification (which is included as Appendix A to this RFP). DO NOT MODIFY OR ALTER THE PROPOSAL CERTIFICATION IN ANY WAY. Failure to attach a signed copy of the Proposal Certification will result in rejection of the Offeror's proposal.

RFP PROPOSAL FACTORS

Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that GDEcD expects to be satisfied by the selected Offeror. Each Offeror must indicate its willingness and ability to satisfy these requirements on the appropriate worksheets.

Required Content of Proposal

As specified with each requirement listed in the **Required Content of Proposal**, The Offeror must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET; COSTS SHOULD ONLY BE PROVIDED WHERE REQUESTED IN THE COST PROPOSAL.

Mandatory Scored Technical Qualifications Response

This section identifies the information which must be submitted in the Technical Proposal. Offeror must demonstrate their ability to satisfy all Qualification and Technical Requirements as well as detail their plan to perform the required services. The Technical Proposal must be structured using the outline provided and not to exceed 10 pages. Submitted information will be evaluated and assigned points as determined by the evaluation committee. Evaluation worksheets are not available during the solicitation process, but are available after award under the Georgia Open Records Act, as are all other solicitation documentation. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with *Proposal Evaluation/Negotiations and Award*.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS SECTION; COST SHOULD ONLY BE PROVIDED WHERE REQUESTED IN THE COST PROPOSAL.

Additional Scored Responses

All items labeled "Additional Scored Responses" represent information that is requested by GDEcD. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with *Proposal Evaluation/Negotiations and Award*.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET; COST SHOULD ONLY BE PROVIDED WHERE REQUESTED IN THE COST PROPOSAL.

Additional Information

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

COST PROPOSAL

Cost Proposal

Each Offeror is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored. By submitting a response, the Offeror agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performance pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between an Offeror's unit price and extended price, the unit price shall govern; and

4. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract.

Cost Structure and Additional Instructions

GDEcD's intent is to structure the cost format in order to facilitate comparison among all Offerors and foster competition to obtain the best market pricing. Consequently, GDEcD requires that each Offeror's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each Offeror is hereby advised that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of an Offeror's proposal. GDEcD intends to invest \$95,000 annually for this contract.

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

The cost proposal has been included as an attachment to this RFP.

PROPOSAL EVALUATION/NEGOTIATIONS AND AWARD

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to GDEcD based on a combination of technical and cost factors. Based on the results of the initial evaluation, GDEcD may or may not elect to negotiate technical and/or cost factors as further described in the RFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions established within the *Scoring Criteria* section on the following page. Once the evaluation process has been completed (and any negotiations the State Entity desires to conduct have occurred), the apparent successful Offeror(s) will be required to enter into discussions with GDEcD to resolve any exceptions to GDEcD's contract. GDEcD will announce the results of the RFP as described further in Section 6.8 "Public Award Announcement."

Administrative/Preliminary Review

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

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

Evaluating Proposal Factors

If the Offeror's proposal passes the Administrative/Preliminary Review, the Offeror's responses will be submitted to the Evaluation Team for evaluation.

Review of Mandatory & Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory RFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored RFP requirement, the State Entity 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" at this point in time and will be scored in accordance with the point allocation in *Scoring Criteria* included below.

Review of Additional Scored Information Questions

For all proposals determined to be "Responsive Proposals", the Evaluation Team will review and score the responses to the Additional Scored Information (if any) in accordance with the point allocation in "Scoring Criteria." The Offeror will receive a total technical score at the conclusion of the evaluation of the RFP Proposal Factors.

Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with *Scoring Criteria* included below. To expedite the evaluation process, GDEcD reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the RFP Proposal Factors.

GDEcD may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The Offeror deemed to have the most competitive cost proposal overall, as determined by the State Entity, will receive the maximum score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, GDEcD may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the maximum score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

The Offeror's cost score will be combined with the Offeror's technical score to determine the Offeror's overall score (or "total combined score").

Scoring CriteriaThe evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed services	100 points
Technical/Proposal Factors	2. Mandatory Responsibilities	Pass/Fail
Technical/Proposal Factors	3. Mandatory Scored" and/or "Additional Scored" Responses to the "Technical Qualifications"	300 points
Interview/Site Visit	4. "Mandatory Scored"	600 points
Total		1000 points

Selection and Award

GDEcD desires to make an award to the top highest scoring Offeror based on each Offeror's total combined score.

Interviews

GDEcD will conduct interviews either by video conference, or in person, with all responsive and responsible Offerors. Cost proposals and related cost information must not be discussed during the interview or presentation of the Offeror's technical solution.

Public Award Announcement

The awarded Offeror will be notified by GDEcD via official written notification. Announcement of the winning Offeror will be placed on GDEcD's website. Emails will be sent to those who applied but were not selected.

CONTRACT TERMS AND CONDITIONS

The contract that GDEcD expects to award as a result of this RFP will be based upon the RFP, the successful Offeror's final response as accepted by the State Entity and the contract terms and conditions, which are attached to this RFP. The "successful Offeror's final response as accepted by the State Entity" shall mean: the final cost and technical proposals submitted by the Awarded Offeror and any subsequent revisions to the Awarded Offeror's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the State Entity, except that no objection or amendment by an Offeror to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the Offerors objection or amendment in writing.

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

Exception to Contract

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

In the event the Offeror is selected for potential award, the Offeror will be required to enter into discussions with GDEcD to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the Offeror. The State Entity reserves the right to proceed to discussions with the Offeror ranked next best Offeror.

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

LIST OF RFP ATTACHMENTS

The following documents make up this RFP. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. Appendix A: Proposal Certification
- B. Appendix B: Cost Proposal
- C. Appendix C: Required Content of Proposal
- D. Appendix D: Contract
- E. Appendix E: Contract Exceptions

**Appendix A
PROPOSAL CERTIFICATION**

By responding to this RFP, the Offeror understands and agrees to the following:

1. That the submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the Offeror has read the specifications and requirements shown or referenced in the RFP and that the Offeror's proposal is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
3. That the Offeror guarantees and certifies that all items included in the Offeror's proposal meet or exceed any and all such stated RFP specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
4. That, if awarded a contract, the Offeror will deliver services that meet or exceed the RFP specifications and requirements except as expressly stated otherwise in the Offeror's proposal; and
5. That the technical and cost proposals submitted by the Offeror shall be valid and held open for a period of **one hundred and twenty (120) days** from the final RFP closing date and that the proposals may be held open for an additional period of time subject to the Offeror's consent; and
6. That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Offeror understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR TECHNICAL PROPOSAL.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	

**Appendix B
COST PROPOSAL**

Offeror's Name: _____

Total Contract Value for ALL Requirements including: G & A* \$ _____ **

*G & A = **all** General and Administrative Costs associated with this contract.

****This is the figure that will be used in determining final contract cost.**

Where there is a reference in the deliverables, submission requirements or other response and contract performance discussions, said discussion may not be all inclusive of all requirements in the services provided to GDEcD. It is incumbent upon the contractor to read this entire contract carefully and respond to, and price, **all requirements** and ensure "**Total Contract Value for ALL Requirements**" above includes **all requirements**.

Authorized Signature: _____

Print/Type Name: _____

Print/Type Company Name Here: _____

Date: _____

Appendix C
REQUIRED CONTENT OF PROPOSAL

This appendix will identify what information should be submitted within your proposal in response to this RFP and the order in which it should appear. More information regarding the process to follow when submitting your proposal is described within the RFP (Section B, Instructions and Information).

Offeror should indicate required documents are included within the proposal and the location of those documents by placing the word “Yes” by each requirement and specifying the page or reference number where that document is located. **Failure to place ‘yes’ by each requirement will cause the Department to reject the proposal.**

This checklist is provided for the convenience of Offeror, but it is the Offeror’s responsibility to review the entire RFP and ensure response is made to all requirements. Unless otherwise indicated, Offerors must meet all of the following requirements to be considered for evaluation under this RFP.

Yes/No	Page/Ref. No.	
_____	_____	1. <u>Cover Letter</u> The proposal should contain a cover letter and introduction, including: the company name, address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.
_____	_____	2. <u>Proposal Certification Form</u> The proposal must contain a signed Proposal Certification Form (Appendix A).
_____	_____	3. <u>Agreement to Project Requirements</u> The Offeror must indicate its agreement to all of the requirements for this project with the signing of the contract (Appendix E) and submittal of their technical proposal.
_____	_____	4. <u>Contract Exceptions</u> The contract that the state intends to use is identified as Appendix E. Any exceptions to the contract must be identified in Appendix F.
_____	_____	5. <u>Summary of Understanding</u> The Offeror must indicate their understanding of the services outlined in this solicitation and acknowledge that their proposal addresses all mandatory requirements and responsibilities.
_____	_____	6. The Offeror must acknowledge that they have included the following information as indicated in Technical Qualifications (Mandatory Scored) , providing a page number as to where within their proposal the following requirements are addressed.
_____	_____	<u>Company Background</u> (1) Provide a brief description of Offeror’s firm’s background and history, including a broad overview of Offeror’s firm, any parent, affiliated or subsidiary company, and any business partners. Offeror’s response must detail, at minimum, 3 years’ experience applicable to the Scope of Services outlined for International Trade. Offeror must disclose if offeror will provide all or part of the required services in the second country, i.e. Columbia or Mexico, through a local partner or affiliate. If using a local partner or affiliate, offeror must provide the name and website of the local partner or affiliate.

	_____	(2) Provide concise biographies and work history of all of the firm's principals and each employee assigned to this account. Indicate their proposed responsibilities in relation to this account and the approximate number of hours each week/month that they will dedicate to this account.
Yes/No	Page/Ref. No.	
	_____	(3) Conflicts of Interest. Offeror must identify and address any conflicts or appearances of conflicts of interest. Details that may create a conflict or appearance of a conflict of interest will be reviewed and scored as a Pass/Fail. The score of "Fail" will be applied if an evaluator determines that a conflict of interest has been identified but not explained and resolved.
	_____	(4) Disclose whether, within the last five years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
	_____	<u>Experience</u> 1) Understanding of international trade and export promotion services.
		2) Evidence of an understanding of industry sector growth trends in-country.
	_____	3) Evidence of an established network of in-country contacts. <ul style="list-style-type: none"> • Include a list of contacts within major trade and/or industry associations • National and local governments, • Key leaders in the business community • Major agents/distributors/importers with which Contractor routinely interacts.
		4) List any business associations Contractor belongs to and positions held within these organizations.
	_____	5) Description of experience coordinating trade missions, trade shows and other trade-related events during the past 24 months. In particular, briefly describe two (2) major events coordinated, number of staff and responsibilities of staff member in accomplishing the project, and goals achieved.
	_____	6) Description of innovative, proactive trade initiatives the Contractor has undertaken on behalf of a business client or economic development agency.
	_____	7) Recent (within the past two years) samples of two (2) market research reports, agent/distributor searches or similar activities, along with copies of the initial requests for the information provided. Contractor may delete the client name and other confidential information from the submitted samples.
	_____	8) Please provide contact information for at least three (3) existing clients that GDEcD may contact as a reference. For each reference, please provide contact name and title, company

		name, phone number and email, service description and length of relationship.
	_____	9) List of other U.S. states, local and international economic development agencies currently represented by Contractor.

Yes/No	Page/Ref. No.	
	_____	<p><u>Results Measurement</u></p> <p>1) Offeror shall include an explanation of the process currently used and the proposed process to be used to follow up with clients and track results.</p>
	_____	<p><u>Ability to Provide Services within Stated Deadlines</u></p> <p>1) Demonstrate the ability to provide quality services within the proposed deadlines. This response should include a description of a proposed division/management of Trade activities within the scope of the contract.</p>
_____		<p>The Offeror must acknowledge that the following information is being evaluated as Additionally Scored</p> <p>1) Offeror's proposal indicated that business operations are based in Colombia and Mexico, and all representatives working on the Georgia contract are residents of Colombia and/or Mexico.</p> <p>2) Offeror's proposal indicates the number of years the Offeror has been located in the market, and explained how the office location within the city is beneficial to Georgia companies.</p> <p>3) Offeror's proposal indicated a strong command of English writing skills.</p>

**Appendix D
CONTRACT**

**STATE OF GEORGIA
Department of Economic Development**

**GDEcD International Representation in Colombia and Mexico
CONTRACT NUMBER 42900-DED000002025COMX**

AGREEMENT made by and between _____ hereinafter referred to as "Contractor", and the Georgia Department of Economic Development of the State of Georgia hereinafter referred to as "GDEcD".

WHEREAS, GDEcD has caused Request for Proposals Number **42900-DED000002025COMX**, the "RFP", to be issued through GDEcD; and

WHEREAS, GDEcD has received from Contractor a proposal in response to the RFP, "Contractor's Proposal"; and
WHEREAS, Contractor's Proposal was deemed to be the proposal most advantageous to the state;
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

1. Incorporation of Documents

The RFP (and any documents referenced therein) and Contractor's Proposal (including any best and final offer) are incorporated into this Contract by reference and form an integral part of this Contract. In the event of a conflict between the language of the RFP and the Contractor's Proposal, the language in the RFP shall govern. In the event of a conflict between the language of this Contract and any other document or instrument incorporated herein, the language of this Contract shall govern.

2. Services/Statement of Work

Contractor agrees to provide all of the deliverables required in the RFP, plus those goods, services and deliverables as may additionally be described in Contractor's Proposal (collectively, the "Deliverables").

3. Inspection of Work Performed

GDEcD or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

4. Contractor's Personnel and Staffing

Contractor warrants that all persons assigned by it to perform work under this Contract shall be employees or authorized subcontractors of Contractor and shall be fully qualified, as required in the RFP and specified in Contractor's Proposal, to perform the work required herein. Personnel commitments made in Contractor's Proposal shall not be changed unless approved by GDEcD. Staffing will include the named individuals at the levels of effort proposed.

Contractor shall provide and maintain sufficient qualified personnel and staffing to enable the Deliverables to be provided in accordance with the RFP and Contractor's Proposal. Contractor warrants that Contractor will comply with all staffing/personnel obligations set out in the RFP, including but not limited to those pertaining to security, health, and safety issues.

Inability to staff any of the required functions with a staff member that meets the approval of the Department's contract manager within 30 days shall be deemed a breach of contract giving the Department cause to terminate the contract if the Department so desires.

5. Use of State Vehicles

State vehicles shall not be used in the performance of this Contract.

6. Payment for Services

Monthly payments shall be made by GDEcD to Contractor for services, that are actually performed, and, if applicable, products actually delivered, in accordance with the specifications of the Request for Proposal. Notwithstanding anything in the RFP or Contractor's Proposal, GDEcD shall have the right to withhold or deduct

payments in the event of Contractor nonperformance. An activity report shall be submitted along with an invoice each month summarizing activities taken that month in fulfillment of duties described in the Contract. Said activities must also be documented by the Contractor in Salesforce.

The total annual amount of this Contract, inclusive of fees, incidentals and additional funding shall not exceed \$95,000. Reimbursement for expenses is permitted only when said expenses have been pre-approved by the Division Director for International Trade or her designee and with proof of payment (receipts). In the event that during the Contract period GDEcD requests Contractor perform services that exceed the scope of work identified in the RFP, the Parties will work together to determine in advance a fair and reasonable value as payment to Contractor for performing those services. Invoices for fees and expenses should be submitted once a month to the Deputy Commissioner or his/her designee. GDEcD has 30 days to pay said invoices.

7. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, GDEcD shall withhold from the Contractor liquidated damages of 25% of any outstanding invoices per calendar day, week, or month of delay. However, once liquidated damages reach \$10,000 the contract may be terminated and if so, the Contractor shall be liable for GDEcD cost to secure substitute performance.

8. Independent Contractor Relationship

In its relationship with GDEcD and the State of Georgia and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of GDEcD or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the State or any of its agencies.

9. Duration of Contract/Renewal

This Contract shall commence on _____ and shall continue until _____. GDEcD shall have the option, exercisable in its sole discretion, to renew this Contract upon the same terms and conditions, for four (4) additional periods of one (1) fiscal year each.

10. Escalation Clause

At the sole discretion of the department and subject to the availability of funds, the department reserves the right to increase the proposed total value of the contract by a maximum of 3% annually in conjunction with the Labor Statistics Producer Price Index.

11. Funding

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that GDEcD, as an agency of the State of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of GDEcD as of that moment. GDEcD shall remain obligated to pay for Services performed and accepted by GDEcD prior to such termination. The determination of GDEcD of the events stated above shall be conclusive.

12. Indemnification

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia, GDEcD and their officers and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, losses, costs, or expenses, including attorneys' fees, for bodily injury or property damage, of any nature, caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor.

This indemnification applies notwithstanding the fact that third parties or any of the indemnities may be partially responsible for the situation giving rise to the claim; or the indemnity claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the indemnities or third parties are partially responsible for the events giving rise to the claim, Contractor's indemnification hereunder shall apply only to the extent that Contractor contributed to the events.

The indemnification does not apply to the extent of the intentional misconduct or sole negligence of the indemnities, their officers, or employees.

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

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

13. Publicity and Branding

Any publicity given to the program or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor shall identify GDEcD or the State of Georgia as sponsoring institutions, and shall not be released prior to approval by GDEcD; however, Contractor may reference this Contract in proposals for other contracts without GDEcD approval. All printed material must be branded according to GDEcD brand standards. Contractor may not create its own website to promote this contract as it is required to use the GDEcD website. Contractor also must use the assigned Georgia.org email address in carrying out all duties necessary to perform this contract.

14. Ownership of Documents

Any documents or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Services shall be deemed property of GDEcD and all right, title, and ownership interest in any such documents shall vest in GDEcD immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

15. Insurance –

Contractor shall procure and maintain insurance, that shall protect the Contractor and the State from any claims for bodily injury, property damage, or personal injury, which may arise out of operations under the Contract. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish the State an insurance certificate listing the State as certificate holder. The insurance certificate will document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect the state. In addition, the insurance certificate must provide the following information:

- A. Name and address of authorized agent.
- B. Name and address of insured.
- C. Name of insurance company (licensed to operate in Georgia).
- D. Description of coverage in standard terminology.
- E. Policy period.
- F. Policy number.
- G. Limits of liability.
- H. Name and address of certificate holder.
- I. Acknowledgement of notice of cancellation to the State.
- J. Signature of authorized agent.
- K. Telephone number of authorized agent.
- L. Details of policy exclusions in comments section of Insurance Certificate.

Contractor is required to maintain the following insurance coverage for the duration of the Contract:

- M. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have GDEcD dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- N. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have GDEcD dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.

- O. Commercial Umbrella Policy (Occurrence), that must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to GDEcD. Certificates of Insurance showing such coverage to be in force shall be filed with GDEcD prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDEcD. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

16. Obligations to Maintain Confidentiality

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for GDEcD may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of The Contract.

17. Termination

- A. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the GDEcD determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the Agency cannot fulfill its obligations under the Contract, which determination is at the Agency's sole discretion and shall be conclusive. Further, GDEcD may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) GDEcD determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for GDEcD to declare the Contractor in default of its obligations under the Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to GDEcD's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) GDEcD determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or GDEcD reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the GDEcD's sole discretion; or

- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of GDEcD, the State, or a third party.
- C. **Notice of Default.** If there is a default event caused by the Contractor, GDEcD shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in GDEcD's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, GDEcD may:
 - (i) Immediately terminate the Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Upon Notice.** Following thirty (30) days' written notice, GDEcD may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the Agency up to and including the date of termination.
- E. **Termination Due to Change in Law.** GDEcD shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
 - (i) GDEcD's authorization to operate is withdrawn or there is a material alteration in the programs administered by GDEcD; and/or
 - (ii) GDEcD's duties are substantially modified.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by GDEcD, GDEcD shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which GDEcD is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to GDEcD under the Contract in the event of termination. GDEcD shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- G. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of GDEcD, the Contractor shall:
 - (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the Agency may require;
 - (ii) Immediately cease using and return to GDEcD, any personal property or materials, whether tangible or intangible, provided by GDEcD to the Contractor;
 - (iii) Comply with GDEcD's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - (iv) Cooperate in good faith with GDEcD, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - (v) Immediately return to GDEcD any payments made by GDEcD for goods and services that were not delivered or rendered by the Contractor.

18. Parties Bound

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

19. Subcontractor Payment Quarterly Report

On the tenth day of the first month of each calendar quarter, the Contractor shall provide a report of all payments that together total more than \$2500 to any single subcontractor, supplier, business partner, joint venture and/or agent that the contractor has used to fulfill the requirements of this contract. The report shall provide the name of the business, their Federal Employment Identification (FEI) number, the purchase order or contract number and the amount paid. Again, reports are due on the 10th day of January, April, July, and October for the previous quarter.

20. No Assignment, Delegation or Subcontracting Without GDEcD Consent

Except as may be expressly agreed to in writing by GDEcD, Contractor shall not subcontract, assign, delegate, or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. Contractor shall not assign or otherwise transfer any of its rights, interests or benefits under this Contract, without the prior written consent of GDEcD. No subcontract that Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract. Contractor shall give GDEcD immediate written notice by registered or certified mail of any action or suit filed against it by any subcontractor and of any claim made or suit filed against Contractor, any subcontractor, or supplier that is, in any way, related to this Contract.

21. Cooperation With Other Contractors

In the event that GDEcD has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

22. Conflict of Interest

Contractor may accept work from other parties. However, Contractor must notify GDEcD immediately if considering accepting work from other parties with economic development interests or work from other entities located in the state of Georgia. Should GDEcD deem such work to be a Conflict of Interest, GDEcD may determine to terminate this contract.

23. Non-Compete Provision

Contractor agrees not to solicit from, or to do business with, any State Government economic development or trade entities from Florida, South Carolina, North Carolina, Tennessee, Alabama, Mississippi, and Virginia, for a period of twelve months from the expiration or early termination of this Contract. Furthermore, for a period of twelve months from the expiration or early termination of this Contract, Contractor agrees and represents that it shall not solicit any economic development or trade prospect with which Contractor has communicated or worked with during this Contract. This restriction is intended for the legitimate purpose of protecting legitimate business interests and creating an environment that is favorable to attracting commercial enterprises to Georgia and keeping existing businesses within the state.

24. Contractor Accounting Requirements

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "Records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to GAAP and the costs properly applicable to the Contract shall be readily ascertainable there from.

25. Records Retention

Contractor agrees to make available at all reasonable times during the period set forth below any of the Records of the contracted work for inspection or audit by any authorized representative of DOAS or the Georgia State Auditor. Contractor shall preserve and make available its Records for a period of five (5) years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the Records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor or any of his duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

26. Time of the Essence

Time is of the essence.

27. Trading With State Employees

The provisions of Official Code of Georgia Annotated, Sections 45-10-20 et seq., have not and must not be violated under the terms of this Contract.

28. Governing Law/Venue

This contract is deemed to be made under and shall be construed in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

29. Taxes

Contractor shall forthwith pay all taxes lawfully imposed upon it with respect to this Contract or any product delivered in accordance herewith. GDEcD makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity. Upon request GDEcD shall provide Contractor with a certificate of any tax exemptions which apply to this Contract.

30. Amendments in Writing

Except as otherwise provided in this Contract, no amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of all parties.

31. Section Titles Not Controlling

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

32. Notices

All notices provided for herein shall be deemed duly given upon delivery if delivered by hand, or three days after mailing. Notice shall only be given to the following persons or officials at the following addresses:

A. Contractor: _____

B. GDEcD:

Georgia Department of Economic Development
75 5th Street, N.W., Suite 1200
Atlanta, GA 30308
Attn: Lizann Grupalo

33. Compliance with Laws and GDEcD Policies

Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, and local governmental laws and regulations now or hereafter in effect. Contractor and Contractor’s personnel shall also comply with all state and GDEcD policies and standards in effect during the performance of the Contract, including but not limited to GDEcD policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor agrees that any failure by Contractor or Contractor’s personnel to comply with any of the obligations of this Section may be treated by GDEcD as a material breach of this Contract by Contractor.

34. Sexual Harassment Prevention.

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- i. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
 - ii. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - iii. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- i. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/sites/default/files/assets/Human%20Resources%20Administration/Sexual%20Harassment%20Prevention%20Policy/Statewide%20Sexual%20Harassment%20Prevention%20Policy%20and%20Investigation%20Procedures%20v.2.pdf>
 - ii. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - iii. Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

35. Compliance with the Foreign Corrupt Practices Act

Contractor, contractor's employees, subcontractors and all third parties hired by the Contractor must abide by The Foreign Corrupt Practices Act [15 U.S.C. § 78dd-1, 15 U.S.C. §§ 78m (b)(2)(A) and (B) of 1977 (FCPA). This includes but is not limited to the anti-bribery and accounting provisions. Under no circumstances shall the Contractor, its employees or subcontractor(s) offer, provide or receive, directly or through a 3rd party, anything of value to or from a foreign government official with corrupt intent to influence an award or continuation of business or to gain an unfair advantage. The Contractor and any subcontractor(s) must not have false or inaccurate books or records or to fail to maintain a system of internal accounting controls. Contractor must designate a member of the senior management team of the company to be designated as responsible for FCPA compliance and be accountable for a compliance program. Contractor will fully cooperate in any FCPA audits, if requested. Violation of the FCPA will result in immediate termination of this contract.

36. Entire Contract

This Contract instrument, including all incorporated documents, contains the entire Contract between the parties with regard to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

37. Severability

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part" of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

38. Limitation of Liability/Exceptions

Except as otherwise provided in this Contract, Contractor shall not be liable to GDEcD and the state of Georgia for remote or consequential damages. Nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against GDEcD and the State.

39. Ethics

GDEcD subscribes to the State's Code of Ethics for Governmental Service. Among the provisions relevant to the relationship between GDEcD and its vendors are the following: 1) Never discriminate unfairly by dispensing of 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 duties; 2) Do not make private promises of any kind binding upon their duties; 3) Do not engage in business which is directly or indirectly inconsistent with the conscientious performance of their duties; 4) Never use any information divulged to them confidentially in the performance of the contract as a means for making private profit. GDEcD and its Contractors must perform their duties impartially and in a manner which fosters public confidence in the integrity of the Department and the State of Georgia.

40. Drug-Free Workplace

Contractor hereby certifies as follows:

- A. Contract must not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, as defined under Official Code of Georgia Annotated Section ("OCGA") 50-242(5) and Section 50-24-3(b), throughout the duration of this Contract.
- C. Contractor must secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with Contractor's Name), (Subcontractor's Name) certifies to Contractor that a drug-free workplace must be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of OCGA 50-24-3."

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

- 1. Contractor has made false certification here in above; or
- 2. Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3E.

EACH PERSON SIGNING BELOW ON BEHALF OF A PARTY REPRESENTS THAT SHE/HE IS DULY AUTHORIZED AND FULLY EMPOWERED TO BIND SUCH PARTY TO THIS CONTRACT. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AS INDICATED BY THEIR SIGNING OF THIS CONTRACT DOCUMENT ON THE DATES SET OUT BELOW.

CONTRACTOR:

By: _____ Date: _____

Printed Name and Title: _____

GDEcD:

By: _____ Date: _____

Printed Name and Title: _____

Appendix E
CONTRACT EXCEPTIONS
