



**State of Georgia
The Georgia Technology Authority**

REQUEST FOR PROPOSAL (RFP)

Wireless Communication Services

RFP No. 9800-GTA794, subsequent to RFQC 9800-0000000794

Sealed Proposals Due By:
10/03/2013, 2:00 PM Eastern Daylight Savings Time

Submit Proposal to:
Georgia Technology Authority
Procurement Management Office
47 Trinity Avenue, 3rd Floor
Atlanta, GA 30334
404-463-2300
Attn: Nanci Glazer Gay, GTA Issuing Officer

For all inquiries relating to content of this RFP, contact:

GTA, Procurement Management Office
Nanci Glazer-Gay, GTA Issuing Officer
Email: Nanci.glazer-gay@gta.ga.gov

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1.0 Introduction

1.1 Purpose of Procurement

The purpose of this Request for Proposal (“RFP”) is to acquire Wireless Communications Services from Qualified Contractors as previously identified in RFQC 9800-0000000794. It is the expectation that volume sales will result in substantial discounts for State of Georgia recognized governmental entities (as that term is defined in Section 1.2.2 below). Georgia Technology Authority (GTA) intends to award Agreements to multiple Qualified Contractors.

This RFP will provide the State of Georgia’s recognized governmental entities a contract vehicle(s) based upon a liberal evaluation of a minimum set of requirements that will result in opportunities to choose from among multiple qualified suppliers. The flexibility envisioned in this initiative will include ample opportunity to include new technologies, products and services as this dynamic part of the information technology sector of the marketplace continues to evolve.

1.2 Overview of Procurement Process

- 1.2.1 Pursuant to the provisions of Official Code of Georgia Annotated (O.C.G.A.) § 50-25-7.2 and 50-25-7.3, GTA, by authority conveyed by State of Georgia, Department of Administrative Services (DOAS), State Purchasing Division (SPD), may solicit competitive sealed bids or competitive sealed proposals on behalf of any State of Georgia recognized governmental entity for this particular wireless service technology resource purchase. GTA has determined that the use of competitive sealed bidding will not be practical or advantageous to the State in completing the acquisition of the services and commodities described herein. However, competitive sealed proposals shall be submitted in response hereto in the same manner as competitive sealed bids.
- 1.2.2 GTA will act as an agent for the procuring State of Georgia recognized governmental entity during the term of the procurement process, and may exercise any and all rights, powers and responsibilities available to such State of Georgia recognized governmental entity granted to GTA by the State of Georgia, DOAS, and SPD. After receipt of Offers, GTA may conduct Clarifications, Communications and/or Negotiations, as such terms are defined in the GTA Procurement Manual. As used herein, the term “State of Georgia recognized governmental entity” shall have the meaning to include any city, county, municipality or other political sub-division of the State that agrees to be bound by GTA’s Procurement Manual for the limited purpose of GTA conducting, coordinating or facilitating this technology resource purchase or solicitation on their behalf.

1.3 Background

GTA has the statutory responsibility to provide technology leadership for most State of Georgia entities, including selection and adoption of Information Technology policy and standards. GTA intends to establish convenience Agreement(s) with multiple Qualified Contractors (Contractors were qualified under RFQC 9800-0000000794, Wireless Communication Services) for the provision of wireless products and services. Today, State of Georgia recognized governmental entities are acquiring these products and services from previously issued Agreements that have reached the end of their renewal options. The desired outcome will result in the opportunity to realize volume discounts for selected services and product offering flexibility to better serve any State of Georgia recognized governmental entity’s business requirements.

2.0 General Requirements

2.1 *Communications with State Staff*

- 2.1.1 From the issue date of this RFP until Contract Award or cancellation of this procurement, the Qualified Contractors shall not communicate, for any reason, with any State staff, or Qualified Contractors working for the State, regarding this particular procurement, except through the GTA Issuing Officer named herein or his or her designee. In the event that the Qualified Contractor cannot reach the GTA Issuing Officer or believes there would be a conflict with communicating with the Issuing Officer, Qualified Contractor may communicate with GTA's Procurement Management Office, Director of Procurement. GTA reserves the right to reject the proposal of any Qualified Contractor who violates this provision.
- 2.1.2 All contacts with GTA Issuing Officer must be in writing. Violation of the foregoing may result in disqualification. No oral conversations or agreements with any officer, agent or employee of GTA or the State regarding this RFP are authorized, and if the same shall occur, they shall not affect or modify any terms of this RFP. No written statements of any persons other than those issued by the GTA Issuing Officer shall be binding on GTA, nor shall they affect or modify any terms of this RFP. Qualified Contractors may submit written Questions to the GTA Issuing Officer concerning this RFP by email. Telephone inquiries will not be accepted. Written inquiries received after the deadline for Questions specified in the Appendix A - Schedule of Events, may or may not be accepted or responded to by GTA. Submit all written inquiries to the Issuing Officer at the contact information provided on the cover page of this RFP.
- 2.1.3 Questions submitted via email should be in MS Word format. Additionally, Question should be submitted in the following table format:

QUALIFIED CONTRACTOR'S COMPANY NAME	
Referenced RFP Section	Question

- 2.1.4 All written Questions and any written responses will be emailed to all Qualified Contractors at the email address submitted on Appendix B – Qualified Contractor's Information. GTA makes no representations or warranties as to the completeness or accuracy of any response; nor does GTA undertake to answer all Questions asked. Responses to written, emailed Questions are provided for informational purposes only and do not amend or otherwise alter the RFP, *unless expressly incorporated into a formal addendum to this RFP*. All parties are on notice that this RFP may be amended only by written addenda to this RFP specifically identified as such and issued by the GTA Issuing Officer (See subsection entitled, "Addenda and Supplements to the RFP" below).

2.2 *Schedule of Events*

The anticipated timetable, including the Proposal Due Date and other important dates, are set forth in **Error! Reference source not found..**

2.3 *Addenda and Supplements to the RFP*

- 2.3.1 This RFP consists of this Request for Proposal and all appendices attached hereto and any written addenda to this RFP specifically identified as such and issued by the GTA Issuing Officer. The procurement rules of GTA as set forth in GTA Procurement Manual are incorporated herein by reference. No other

information in any form, including any other information posted on the GTA website or on the Georgia Procurement Registry (GPR) website, shall be deemed part of this RFP.

- 2.3.2 GTA reserves the right to, and may, amend, modify or cancel this RFP without prior notice, at any time, at its sole discretion. In the event that it becomes necessary to revise or supplement any part of this RFP, a written addendum shall be emailed to each of the Qualified Contractors at the email address provided on Appendix A. It is the Qualified Contractor's responsibility to check their email on a daily basis, as such, the Qualified Contractor will be held accountable for any addenda to the RFP. Qualified Contractors may not discuss GTA requirements, preparation of proposals in response to this RFP, or technical questions with any GTA or State personnel other than the GTA Issuing Officer or as otherwise specified in this RFP.

2.4 Acceptance of RFP Terms

Once the proposal due date has passed, a proposal submitted in response to this RFP shall constitute a binding offer. A submission in response to this RFP acknowledges acceptance by the Qualified Contractor of all terms and conditions of participation in this procurement as set forth in this RFP. The Qualified Contractor, by signing the proposal letter, certifies that it accepts all of the terms and conditions of participation in this procurement as set forth in this RFP, in full, without reservations, limitations, assumptions, restrictions, caveats, or any other type of Qualification, except for those exceptions to the Agreement noted in writing and submitted within Qualified Contractor's Proposal. Further, the cover letter to any GTA-issued addenda to this RFP must be signed and returned with the proposal.

2.5 Costs of Preparation

The Qualified Contractor shall be solely responsible for the costs incurred in the preparation of a response to this RFP.

2.6 Contract Award

A Notice of Award will be posted to the Georgia Procurement Registry website. Such posting shall constitute official and public notice of a Contract Award.

2.7 Agreement Term

The Agreement term will begin upon the Effective Date stated in the final Agreement executed between GTA and the Successful Qualified Contractors. GTA anticipates that the initial term of this Agreement shall be from the Effective Date until June 30, 2015. There may be up to five (5) one-year renewals of the term at the sole discretion of GTA. Renewals are not guaranteed. GTA may elect to exercise one or more options to renew in its sole discretion. Renewals shall only be effective upon an affirmative action of GTA to expressly renew the Agreement.

2.8 Protests

Any protest in connection with this procurement must be submitted in strict accordance with GTA Protest Policy, Appendix I.

2.9 Confidential/Proprietary Information

- 2.9.1 Qualified Contractors are hereby given notice that any and all materials submitted in response to this RFP are subject to the provisions of Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.). GTA receipt, review, evaluation or any other act or omission concerning any such information shall not create an acceptance by GTA of any obligation or duty to prevent the disclosure of any such information except as required by the Open Records Act. Qualified Contractors who decide to submit, as part of their Technical Proposal, information that they believe should be exempt from disclosure under the Open Records Act, shall clearly mark, with specificity, only those elements of each document they reasonably consider

confidential as “confidential”, “proprietary” or “exempt”, and state the legal basis for the exemption of each such element with supporting citation(s) to the Georgia Code.

- 2.9.2 Pursuant to Georgia Law, if any information marked as specified above is requested under the Open Records Act, GTA shall make a determination as to whether any exemption actually exists for GTA to deny the request for disclosure. GTA will withhold any such information from public disclosure under the Open Records Act only if GTA determines, in its sole discretion, that there is a legal basis to do so.
- 2.9.3 All information that is not properly identified or marked as specified in the preceding paragraph may be presumed by GTA to be subject to disclosure under the Georgia Open Records Act. Any technical proposal that is marked in its entirety, or in unreasonably large part, as confidential, proprietary and/or exempt may be presumed by GTA to be entirely subject to disclosure under the Georgia Open Records Act without further obligation of GTA to determine what portions of such proposal may, in fact, be excepted from disclosure.
- 2.9.4 Notwithstanding anything to the contrary in this section, GTA will not withhold any part of a price proposal or other offer of pricing from disclosure under the Georgia Open Records Act after Contract Award or cancellation of this procurement.
- 2.9.5 All material submitted regarding this RFP becomes the property of GTA.

2.10 Agreement

- 2.10.1 References to “GTA” in the following subparagraphs of this Section 2.12 shall mean GTA and/or the applicable signing State of Georgia recognized governmental entity.
- 2.10.2 GTA’s terms and conditions are set forth in the proposed agreement (Appendix H). Qualified Contractor may submit exceptions or alternative language by clearly identifying all changes in bold or in a manner similar to the MS Word “tracked changes” feature. Any undocumented changes made to the Agreement shall be grounds for immediate termination of the Agreement at any time at GTA’s sole discretion. GTA reserves the right to reject or negotiate any or all of Qualified Contractor’s exceptions or alternative language submitted with Qualified Contractor’s proposal. Only those exceptions or alternative language shall be eligible for such negotiation. GTA reserves the right to modify, add, or delete provisions consistent with the successful Qualified Contractor’s proposal as needed to assure that the final executed Agreement accurately reflects the parties’ intent, the procurement and the award.
- 2.10.3 Qualified Contractor will enter into individual subscription agreements/electronic ordering document with State of Georgia recognized governmental entities. Such subscription agreements/electronic ordering document may not contain terms and conditions that are at variance with the final Agreement between Qualified Contractor and GTA. Qualified Contractors must submit their proposed subscription agreement/electronic ordering document with the Proposal response for GTA review and approval.
- 2.10.4 Prior to award GTA may conduct communications, clarifications and/or negotiations (collectively referred to as, “discussions”) for the purpose of finalizing the Agreement with Qualified Contractor(s).

2.11 Small and Minority Business Policy and Tax Incentive

It is the policy of the State of Georgia that small and minority business enterprises shall have a fair and equal opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all small and minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to small and minority business enterprises. There is a Minority Sub Contractor Georgia Income Tax Incentive opportunity. See O.C.G.A. § 48-7-38. Qualified Contractor’s interested in taking advantage of the Georgia income tax incentives, relative to the use of minority sub-Contractors in the

performance of contracts awarded by the State of Georgia, should address their Questions to the Governor's Small Business Center, see address below:

The Governor's Small Business Center
Re: Minority Sub-Contractor Tax Incentive
200 Piedmont Avenue, S.E.
Suite 1304, Sloppy Floyd Building, West Tower
Atlanta, Georgia 30334-9010
E-Mail: gsbc@doas.ga.gov

2.12 Exceptions to RFP Requirements

- 2.12.1 Exceptions to a statement or requirement of this RFP shall not be grounds for an automatic disqualification of a Qualified Contractor, regardless of the use of permissive language (e.g. "may," "should" "prefer," "desires" or "desirable") in this RFP. Qualified Contractors must clearly identify, in writing, any and all exceptions as a part of their Proposal. However, any exception may negatively affect Qualified Contractor's score.

2.13 Miscellaneous

- 2.13.1 ***GTA has prequalified four (4) Qualified Contractors to receive this RFP. The Qualified Contractors are prequalified as a result of RFQC 9800-0000000794, State of Georgia Wireless Service. These four (4) Qualified Contractors are the only Qualified Contractors that can respond to this RFP. No other response(s) will be accepted and no other respondent(s) will be allowed to participate.***
- 2.13.2 In addition to those rights reserved elsewhere in this RFP, GTA reserves the right to: (a) waive minor variances, irregularities, Proposal formalities, or defects in a proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this RFP; (c) request Clarifications, conduct Communications or Negotiations (collectively referred to as "discussions") with any Qualified Contractor; (d) request resubmissions from all Qualified Contractors; and (e) make partial, progressive or multiple awards.
- 2.13.3 **DISCLAIMER: ALL STATISTICAL AND FISCAL INFORMATION CONTAINED IN THIS RFP AND ITS EXHIBITS, INCLUDING AMENDMENTS AND MODIFICATIONS THERETO, ARE PROVIDED "AS IS," WITHOUT WARRANTY, AND REFLECT THE GTA'S BEST UNDERSTANDING BASED ON INFORMATION AVAILABLE TO GTA AT THE TIME OF RFP PREPARATION. NO MATERIAL INACCURACIES IN SUCH DATA SHALL CONSTITUTE A BASIS FOR AN INCREASE IN QUALIFIED CONTRACTOR'S PROPOSED PRICING OR AN INCREASE IN PAYMENTS TO THE QUALIFIED CONTRACTOR. SUCH INACCURACIES SHALL NOT BE A BASIS FOR DELAY IN PERFORMANCE NOR A BASIS FOR LEGAL RECOVERY OF DAMAGES, ACTUAL, CONSEQUENTIAL OR PUNITIVE, EXCEPT TO THE EXTENT THAT SUCH INACCURACIES CAN BE SHOWN BEYOND A REASONABLE DOUBT TO BE THE RESULT OF INTENTIONAL MISREPRESENTATION BY GTA.**
- 2.13.4 The successful Qualified Contractor(s) will always be responsible for the performance of the sub-Contractor obligations resulting from the RFP. Accordingly, the Qualified Contractor is not relieved by non-performance of any sub-Contractors.

3.0 Requirements

3.1 OVERVIEW

GTA has designated certain Minimum and Technical Requirements as necessary to do business with the State of Georgia for the provisioning of state-wide wireless service (which will include broadband, wireless, voice and data and telemetry as defined in Appendix J, Glossary, of this RFP). GTA must see a confirmation that the Qualified Contractor will provide these Minimum and Technical Requirements throughout the life of the Qualified Contractor's contract with the State. Failure to see a confirmation that the Qualified Contractor will provide the certain Minimum and Technical Requirements may result in the delay of a fully executed Agreement until an agreement is concluded with the Qualified Contractor.

By confirming each of the Minimum and Technical Requirements, your company is affirming that each of these will be part of the overall service to the State of Georgia during the duration of this contract. Additionally, you are also affirming that failure to meet or maintain these Minimum and Technical Requirements during the life of the contract will be considered as a service default to the intentions of this contract and to the consumers of this contract.

GTA reserves the right to communicate the actions of the company to the public on the GTA website.

All of the identified Minimum and Technical Requirements are considered the foundation of the agreement in APPENDIX H. GTA reserves the right to consider rejection of the Technical Requirements.

3.2 MINIMUM REQUIREMENTS

Important Information

Companies currently under contract with GTA/Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products that they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and all services/products that are hyperlinked from the GTA website.

Companies not currently under contract with GTA/New Services

Companies without a current contract with GTA will provide the requested information as described herein.

3.3 TECHNICAL REQUIREMENTS

3.3.1 DESCRIPTION OF TECHNICAL REQUIREMENTS

The following section contains explanations of the technical requirements GTA is seeking.

3.3.1.1 Website Establishment

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the

Agreement including all Amendments to that Agreement and plans that are available on the GTA website. GTA expects to see a confirmation, recorded in Appendix B in the Column Headed Grandfathered Affirmation that the Qualified Contractor will provide the certain Technical Requirement.

New Service

Should your company not have a current contract with GTA, then GTA expects to see a confirmation, recorded in Appendix B in the Column Headed New Service Affirmation that the Qualified Contractor will provide the certain Technical Requirement. GTA expects to see the requested information recorded in a separate Appendix labeled “Supplemental” and include with the response.

3.3.1.1.a Overview

GTA intends to hyperlink the Qualified Contractor’s website making it a direct link of the GTA website. The Qualified Contractor’s website will be the primarily ordering vehicle for State customers. It is anticipated that all GTA authorized products and services will be posted on the Qualified Contractor’s website.

Additionally, GTA expects that all documents approved by GTA will be available through the Qualified Contractor’s website.

Any and all price changes or other modifications to the information contained on the website must be approved in writing by GTA prior to publishing the website.

GTA expects to see a confirmation, recorded in Appendix B under the appropriate column heading that the Qualified Contractor will provide these certain Technical Requirements.

Should your company not have a current contract with GTA, then you will provide a mockup of your intended website that will be used by ordering entities and record the response in Appendix labeled Supplemental and include with the response.

3.3.1.1.b Website Display of Products, Services, Pricing and Ordering Information

The Qualified Contractors will provide State customers, promotions, ordering information, contracting information, and other authorized information to allow State customers additional understanding of the Qualified Contractor’s company or market trends. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.1.c Secure Web Access

GTA requires that governmental entities have the ability (upon request) to access their individual customer information, such as billing and service plans, via a secure web site. Governmental entities will work directly with Qualified Contractors to set up individual user ID/password allocations. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.1.d Website Completion/Availability

The Qualified Contractor’s website must be minimally complete (GTA approved) prior to processing orders under this contract. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.2 Wireless Communications Service

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are on the GTA website. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information recorded in a separate Appendix labeled “Supplemental” and include with the response.

3.3.1.2.a Overview - Cellular / Wireless Commercial Service

GTA requires that the Qualified Contractor provide cellular / wireless commercial service to the any and all recognized customers, as defined herein of the State of Georgia. The grade of digital cellular service provided with respect to circuit quality, reliability, call completion, and time of access, which must be equal to that provided to other commercial subscribers within the cellular system’s published service area.

Should your company not have a current contract with GTA, then you will provide a map of Georgia indicating your coverage areas. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.2.b Protocol

GTA requires that the Qualified Contractor will provide service digital protocol being used (e.g. TDMA, GSM) and the designation of all applicable TIA/EIA standard(s). GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.2.c Devices

GTA requires that the Qualified Contractor identify and describe advanced wireless devices that are supported on Qualified Contractor’s network, in addition to the basic cellular and wireless devices. Advanced wireless devices may include, but need not be limited to, smart phones, wireless connection cards, dual cellular and Wi-Fi phones, and other wireless devices that integrate any or all the following features and technologies – email, web, phone, GPS, MDS, SMS, organizer, software applications to include other IEEE 802.xx standard. ***Should your company not have a current contract with GTA, then you will identify and describe your top 5 (offered) basic and advanced wireless devices that are supported on Qualified Contractor’s network.***

GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement and the top 5 offered basic and advanced devices **recorded in a separate Appendix labeled “Supplemental” and include with the response.**

3.3.1.2.d Software Applications

GTA requires that the Qualified Contractor identify the top 5 most frequently used third party software

applications and/or integrated solutions for Qualified Contractor's proposed wireless devices. ***Should***

your company not have a current contract with GTA, then you will provide a list of your top 5 third party software applications. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.3 Cellular/ Wireless Voice Service Offerings/Plans

3.3.1.3.a Cellular/ Wireless Voice Service Offerings/Plans for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Voice service under a category of “Grandfathered - Voice - Pooled Minutes Plan(s)”. This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Voice service. ***This requirement applies only to the current Contractors of wireless service to the State.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.3.b Cellular / Wireless Data Service for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Data service under a category of “Grandfathered - Data - Unlimited Minutes Plan(s)”. This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Data service. ***This requirement applies only to the current Contractors providing wireless data service to the State.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.3.c Wireless Cellular Text Service for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Voice service under a category of “Grandfathered - Text - Pooled Minutes Plan(s)”. This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Voice service. ***This requirement applies only to the current Contractors of wireless service to the State.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.3.d New Cellular/ Wireless Voice Service

Qualified Contractors that do not currently hold a contract with GTA will insure that Voice Pooled Minutes are available for customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.3.e New Cellular / Wireless Data Service

Contractors that do not currently provide service will insure that Unlimited Data are available for customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.4 Fees, Penalties, Invoicing and Reporting

Grandfathered

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are available on the GTA website. GTA expects to see a confirmation, recorded in Appendix B that the Qualified Contractor will provide the certain Technical Requirement.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information, recorded in Appendix B.

3.3.1.4.a Activation Fees.

GTA requires that no Activation fees or charges will apply to any governmental entity ordering services under the final agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.4.b Upgrade/Trade-In Fees.

GTA requires that no Upgrade/Trade-In fees or charges will apply to any governmental entity ordering services under the final agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.4.c Early Termination Fees Applied for Transferring From Existing Contracts (if applicable) to New Contract.

GTA requires that any governmental entity receiving wireless communication services from a Qualified Contractor under a pre-existing agreement be permitted to elect to receive similar services from such Qualified Contractor (if such Qualified Contractor subsequently obtains a Contract Award under this RFP) without being subject to any early termination fees or other penalties as may be provided under such pre-existing service agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.4.d Penalties

GTA requires that no governmental entity will be held liable for penalties of any kind, including but not limited to interest on late payments, cancellation charges, or early termination charges. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.4.e Taxes

GTA requires that the Qualified Contractor be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by the Qualified Contractor; franchise or privilege taxes on its business; gross receipts taxes to which it is subject; and income taxes. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.4.f Invoicing and Invoice Layout/Billing Detail

GTA requires that the Qualified Contractor invoicing system should have the capability to be itemized by type of service, users/devices, and additional features. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.4.g Payment Responsibility

GTA will be responsible for services provided to GTA, and will not be responsible for payments for any services rendered to individual Agencies. GTA expects to see a confirmation, recorded in Appendix B,

under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.4.h Agency Subscriber Agreement/Electronic Ordering Document

GTA expects for each user entity to be issued an Agency Subscriber Agreement/Electronic Ordering Document that cannot be in conflict with the Master Agreement. Should your company not have a current contract with GTA, then you will provide a draft of the Agency Subscriber Agreement/Electronic Order Document. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.4.i Reporting

Quarterly

GTA requires that a quarterly summary report be provided to GTA during the term of the Agreement setting forth the current usage of services listed by State of Georgia recognized governmental entity and total cost for each governmental entity. This report will be in an MS Excel 2010 and must be emailed to the following address: contracts@gtga.ga.gov. GTA has provided a sample quarterly summary report as Appendix K. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

Usage

GTA may require the Qualified Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Qualified Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

3.3.1.4.j Release of Information Consent

GTA expects that all participating entities are deemed to have consented to the release of any required reporting information to the GTA (including information generally deemed Customer Proprietary network Information (CPNI) for the purposes of monitoring the contract, calculating the fees that a due and payable to GTA and to address specific ad hoc questions posed by news media, internal GTA personnel or elected officials. This information includes but is not limited to and total cost for each governmental entity. Users have a right to decline to release this information; however, they may not purchase under the GTA contract if they choose to do so. All qualified contractors will have approximately 180 days from contract award to obtain the necessary consent. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

3.3.1.5 Services Features and Attributes

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are on the GTA website.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information.

3.3.1.5.a Customer Support - GTA requires that a 24/7 customer support must be made available through Qualified Contractor's website, as well as a toll-free telephone number. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.3.1.5.b Lost or Stolen Equipment - GTA requires that a 24/7 toll free telephone number must be maintained for reporting lost or stolen equipment so that service may be shut off for the number(s) involved. State of Georgia recognized governmental entities will not be responsible for any usage or other charges after reporting the equipment as lost or stolen. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.4 DESCRIPTION OF PRICING REQUIREMENTS

Do Not Record Actual Pricing on the Technical Requirements Response Worksheet. This section is seeking information regarding the service offerings.

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and are available on the GTA website.

New Services

Should your company not have a current contract with GTA, then you will provide the requested information.

3.4.1 Competitive Rates

GTA requires that the pricing, rates and terms offered by the Qualified Contractor under the final Agreement is at least as favorable as the pricing, rates and terms offered to Qualified Contractor's 's similarly situated customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

GTA requires that the pricing, rates and terms offered by the Qualified Contractor under the final Agreement remains competitive with the pricing, rates and terms offered in the market. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

GTA requires that the Qualified Contractor identify the top 5 most frequently used pricing plans for Voice, Data and unlimited data and record the information in Appendix "Supplemental"

3.4.2 Pooling Minute/Message/Data Pooling

GTA requires that the Qualified Contractor have the ability to allow Agencies to pool minutes at either an Agency level or within a specific department within an Agency. GTA expects to see a confirmation,

recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.4.3 Pricing Change Procedures during the Term of the Agreement

Making any changes to the Qualified Contractor's product/services offering or to the authorized price list on the Qualified Contractor's website, the Qualified Contractor shall notify the GTA Contract Administrator by e-mail of its intent to make a change and describe the proposed change. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.4.3.a GTA may, in its sole discretion, prohibit any requested change or direct the Qualified Contractor to undo any change already made. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

3.4.3.b Any purchase order entered into based on an unauthorized change to product/service or price list may be voided by GTA at its sole discretion. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

3.4.4 Administrative Fee

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and are on the GTA website.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information.

3.4.4.a GTA requires that the Qualified Contractor agrees to remit to GTA a fee of 1.5 % of sales for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for the Qualified Contractor to meet this obligation. The Qualified Contractor shall factor the Fee into its' pricing and shall not separately itemize. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

4.0 Proposal Submission

4.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of Qualified Contractor's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional materials are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Qualified Contractors follow the format and instructions contained herein. Each Original Proposal should be bound with an index and each section should be delimited by tabbed section dividers.

4.2 Submission of Proposals

Proposals must be submitted in three (3) parts: an Administrative Package, a Technical Proposal with the appropriate Supplemental Appendix and a Price Proposal. The proposal packages must be sealed and identified as follows:

- Proposal of (Your Company's Name):
- Type of Package: (Administrative, Technical or Price)
- RFP Number: GTA794, Wireless Communications Services
- Proposal Opening Date and Time: (See **Error! Reference source not found.**)

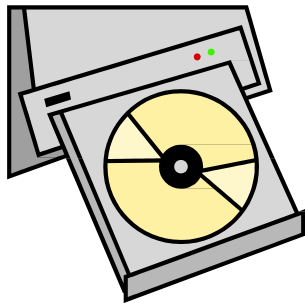
Any proposal received after the due date and time MAY BE rejected. Time shall be determined by GTA's Time Stamp. The acceptance of late proposals shall be governed by GTA Rule 665-2-4-.06.

Submit all proposals to the attention of the Contracting Officer at the address provided on the Cover Page of this RFP.

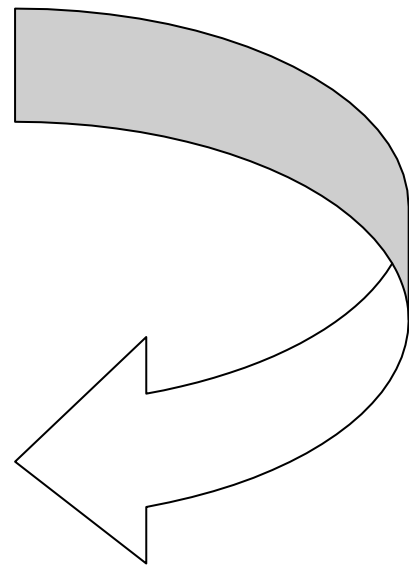
4.3 Administrative Package Content

The Qualified Contractor must provide one (1) signed original hardcopy and one (1) CD-ROM copy, clearly labeled, "[Qualified Contractor's Name] – Administrative Package," of the following Administrative documents:

- Qualified Contractor's Information Form (Appendix D)
- Signed Proposal Certification Letter (Appendix Appendix E)
- Statement of Responsibility Certification Form (Appendix F)
- Signed Addenda Signature Page(s) (if applicable)
- Signed Sales and Use Tax Compliance Form (Appendix G)
- Signed Agreement or Redlined Agreement (Appendix H)
- Signed Security and Immigration Form (Appendix L)



Qualified Contract Name –Administrative Package



4.4 Technical Proposal Content

GTA has established the following as certain criteria designed to address the Technical Proposal content.

4.4.1.1 The Technical Proposal must not contain any proposed prices.

4.4.1.2 In order to facilitate the State's evaluation of the proposals, GTA has designated certain of the Technical requirements as "Affirmation Statements". For these "Affirmation Statement" Technical Requirements, GTA expects to see an affirmation recorded in Appendix B, Technical Requirements Worksheet and if applicable the required information recorded in a separate Appendix "Supplemental" which should include a complete description of how the Qualified Contractor elects to address and provide the Technical Requirement.

4.4.1.4 The Qualified Contractor's responses to the requirements must be arranged in the sequence in which the requirements are referenced, and formatted with responses inserted directly after the requirement or request, unless otherwise specified. Specific answers may be cross-referenced throughout Qualified Contractor's response to avoid duplication of material.

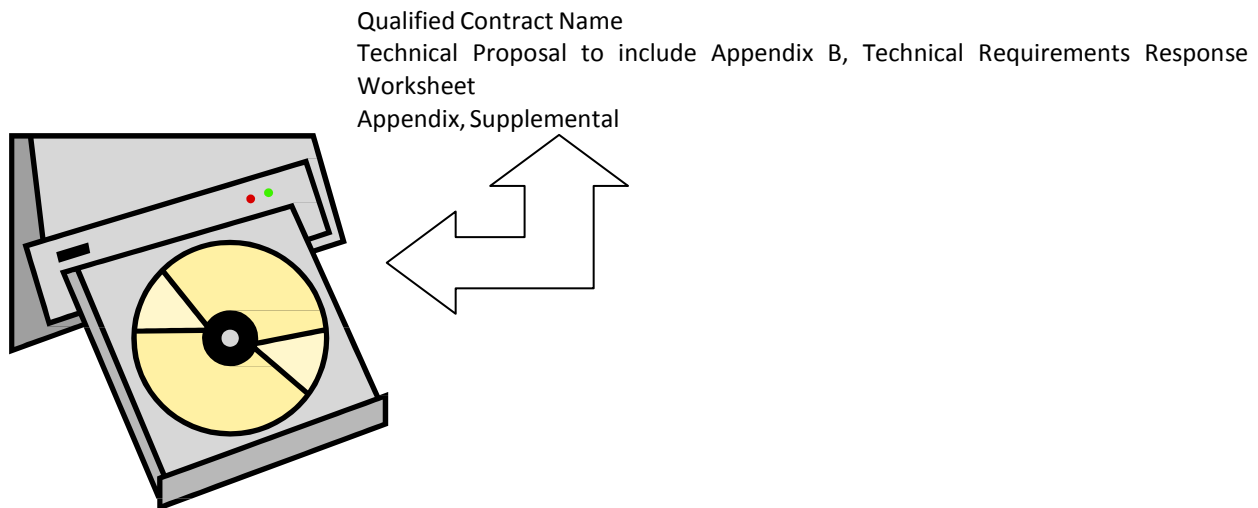
4.4.1.5 Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response.

4.4.2 Number of Copies

One (1) original version (clearly labeled as, "ORIGINAL") and three (3) CD-ROM copies of Qualified Contractor's ENTIRE Technical Proposal. The CD-ROM should be clearly labeled, "[Qualified Contractor's Name] – Technical Proposal."

4.4.3 Required Sections

Please include a detailed Table of Contents with all required data organized in accordance with these RFP instructions.



4.5 Price Proposal Content

4.5.1 Number of Copies

One (1) original version (clearly labeled as, "ORIGINAL"), one (1) hard copy and three (3) CD-ROM copies of Qualified Contractor's ENTIRE Price Proposal submitted in a package separately sealed from the Price Proposal. The CD-ROM should be clearly labeled, "[Qualified Contractor's Name] – Price Proposal."

4.5.2 Pricing Format

4.5.2.1 Submission Format.

Any mixing of technical requirements information and actual dollar pricing information may cause a rejection of your proposal.

Submit the Qualified Contractor's retail pricing matrices with the bid prices being represented by a percentage discount off of Qualified Contractor's standard retail prices.

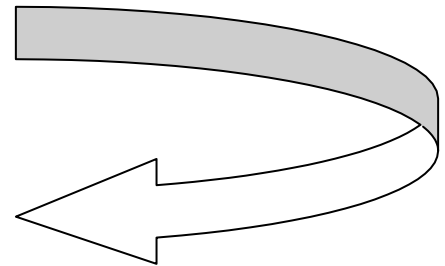
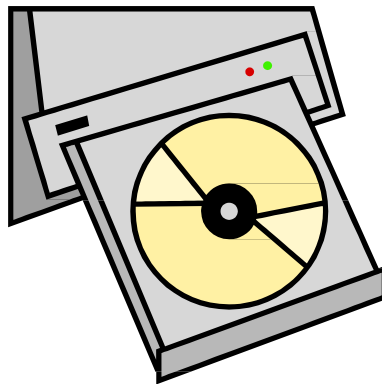
Qualified Contractor shall not anticipate nor rely on clarifications, discussions, redefinition, or further negotiations with GTA after Contract Award to adjust Qualified Contractor's proposed pricing.

Any efforts by Qualified Contractor to limit, qualify, caveat, restrict or place conditions on the prices being offered may be considered to be a violation of the price submission requirement and may result in the proposal being rejected as non-responsive.

The Qualified Contractor's retail pricing matrices should be recorded on Appendix C, Pricing Response Worksheet.

Qualified Contractor's Name

Price Proposal as recorded on Pricing Response Worksheet (Appendix C)



4.5.2.2 Additional Discounts. Qualified Contractors are urged, but not required, to offer additional discounts for volume, tiers and/or one time delivery of large single orders of any assortment of items.

5.0 Evaluation

5.1 General

An evaluation team consisting of a technical and price evaluation committee will conduct a competitive source selection in accordance with GTA Rules and the approach outlined in this Section 5. The State reserves the right to reject any and/or all proposals.

5.1.1 Communications and Clarifications Process

Written Communications and Clarifications are not required, may not occur, and are not intended to substitute for a well-written Proposal or to facilitate negotiations of any Proposal. All Responsive Qualified Contractors' responses to written Communications and Clarifications: 1) must be submitted in writing (e-mail and fax permitted); 2) are incorporated into and become part of Qualified Contractor's Proposal; and 3) can and will be relied upon by the Evaluation Team, the GTA, and the State.

5.1.2 Oral Presentations (Optional)

After the preliminary technical evaluation, some Qualified Contractors may be requested to make one or more oral presentations regarding their Proposals, at dates, times and locations determined by the GTA. The purpose of such presentations will be to allow Responsive Qualified Contractors to explain their proposed solutions and key points of their Proposals. Additionally, Qualified Contractors may be asked Questions in order to provide a better understanding of how the Responsive d Qualified Contractor's proposed solution will meet the requirements of the RFP. It is critical that Qualified Contractors bring staff familiar with the detailed contents and solutions presented within Responsive Qualified Contractor's Proposal in order to maximize the productivity of the Oral Presentation sessions. Any and all discussions that occur during Oral Presentation sessions shall be considered Communications as the term is defined in Section 665-2-1-.02 (f) of the GTA rules. Responsive Qualified Contractors should be aware that, under GTA Rules, Communications shall not be used to cure material omissions in the Proposal. Oral presentations are not required, may not occur, and are not substitutes for a well-written Proposal.

5.1.3 Best and Final Offers (Optional)

At any time after the initiation of negotiations, Qualified Contractors may be invited to submit best and final offers (BAFOs). At this time, Qualified Contractors can make their prices as competitive as possible and address Questions and concerns specifically raised during negotiation/discussions. Revisions submitted by Qualified Contractors as part of their BAFOs may q the evaluation team to revise their scoring. In the event that a Competitive Range has been determined, requests for BAFOs shall be limited to those Qualified Contractors in the Competitive Range.

5.1.4 Financial Information

GTA reserves the right to request evidence of an Qualified Contractor's financial capability or stability and to conduct additional due diligence in this area at the sole discretion of GTA or at the request of any State of Georgia recognized governmental entity that will receive the benefits or services under any contract awarded pursuant to this RFP.

5.2 *Administrative & Technical Requirements Minimum Expectations Review of Proposals*

- 5.2.1 The Contracting Officer will be responsible for performing a review of the administrative requirements set forth in the RFP and for verifying if each Proposal is compliant with the technical Minimum Expectations and the Pricing Minimum Expectations set forth in the RFP.
- 5.2.2 Failure to confirm one or more of the Technical Minimum Expectation(s) and/or the Pricing Minimum Expectation(s) may result in the delay of a contract award. Proposals that (i) are determined to be materially incomplete; or (ii) Qualified Contractors that do not satisfy the administrative requirements of the RFP in an acceptable timeframe as determined by GTA; may be declared non-responsive and rejected with no further evaluation.
- 5.2.3 Qualified Contractors that affirm all Minimum Expectations will be eligible to receive an Agreement. (Further negotiations on non-technical terms and conditions may impact a final award of an Agreement.)
- 5.2.4 Qualified Contractors that do not affirm all Minimum Expectations will not receive an Agreement until negotiations result in a satisfactory solution to GTA. All decisions will be at the sole discretion of GTA. (Further negotiations on non-technical terms and conditions may impact a final award of an Agreement.)

5.3 *Technical Proposal Evaluation*

- 5.3.1 A technical review committee comprised of State employees will assess the merits of the Technical Proposal. The State may engage one or more consultants or attorneys to assist in an advisory capacity. The committee will review the responses to the technical requirements of the RFP. Incomplete, inconsistent or inaccurate responses in the Technical Proposal may have a negative impact on the rating.
- 5.3.2 Qualified Contractors are urged to convey the technical material and other factors necessary to meet the expectations of the RFP in sufficient detail within their written Proposal, rather than to seek to negotiate or provide such factors through written Communications, and Clarifications.

5.4 *Price Proposal Evaluation*

- 5.4.1 A price evaluation committee comprised of GTA state employees will conduct an analysis and will confer a consensus score of between 1-4. GTA may engage one or more consultants to assist in an advisory capacity. At the sole discretion of GTA, this score will be applied to the Qualified Contractor's submitted Price Proposal.
- 5.4.2 GTA expects to see an overall % off of published list prices. The Qualified Contractor offering the largest percentage off of list price will be awarded a score of 4. Lower percentage of discounts off of list price will be awarded scores between 1-3.
- 5.4.3 Price has the same relative importance as each individual technical evaluation area listed above.

5.5 *Selection of Successful Qualified Contractor(s) and Contract Award(s)*

- 5.5.1 The Contract Award(s) shall be made to the responsible Qualified Contractor(s) whose proposal is determined to be the most advantageous to the State, taking into account all evaluation factors set forth in this RFP, subject to GTA and such Qualified Contractor's ability to agree and enter into a final Agreement (see subsections below). Responsibility shall be determined in accordance with GTA Rules and responsibility criteria set forth in this RFP.
- 5.5.2 GTA reserves the right to reject or negotiate any or all of Qualified Contractor's additional terms or conditions, or Qualified Contractor's proposed modifications to GTA's stated terms or conditions. GTA reserves the right to modify, add or delete provisions consistent with the successful Qualified Contractor's proposal as needed to assure that the final executed Agreement accurately reflects the parties' intent, the procurement and the award.
- 5.5.3 Prior to award, Qualified Contractor(s) may be required to enter into communications, clarifications and/or negotiations (collectively referred to as, "discussions") with the GTA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within ten (10) business days of notification of intent to award or such other period as GTA may authorize.