

State of Georgia
Department of Administrative Services (DOAS)
State Purchasing Division (SPD)
Statewide Contract Utilization Notification & Consent Agreement

Date:	Statewide Contract (SWC) #: 99999-SPD-SPD0000212-0005
SWC Contract Description: Public Mass Transit Vehicles and Related Options, Equipment, and Accessories	Supplier(s) Utilized:
Authorized User: TN City of Kingsport [Insert State and Name of Governmental Entity]	
Submission Instructions: 1. Written notification of a State’s or political subdivision’s intention to use the above referenced contract with the provisions set forth below should be submitted via email to: Contract Management: Contract.management@doas.ga.gov Email Subject should include: Statewide Contract Utilization Notification & Consent Agreement This Agreement must be signed by both the Authorized User and the Supplier(s) Utilized, prior to submission of the form to DOAS for approval. Contracting Entity Name: Georgia Department of Administrative Services 2. Supplier and State or Political Subdivision (“Authorized User”) accepts the following provisions by signing below.	

The requesting State and Governmental Entity (hereinafter “**Authorized User**”) is aware that the State Purchasing Division of the Georgia Department of Administrative Services (DOAS) has competitively sourced and awarded a contract to the Supplier(s) identified above to provide [goods or services description] (hereinafter, the “Statewide Contract”). Information concerning the competitive solicitation process and contract terms is available to the Authorized User upon request to DOAS.

DOAS agrees that this Statewide Contract may be used by other States as well as political subdivisions within other States subject to DOAS and the Supplier(s)’ prior written consent. DOAS makes no representation that the competitive solicitation process, contract award or resulting contract terms meet the needs or requirements of the Authorized User. The Authorized User acknowledges its responsibilities to review the Statewide Contract and adhere

to applicable procurement policies as defined by the Authorized User's State or political subdivision or other applicable law.

The Supplier(s) will extend to an Authorized User all terms and conditions including but not limited to contracted prices and negotiated payment terms covered by the Statewide Contract. Contract modifications (such as Venue, Rule of Law, etc.) can be documented on an Authorized User's purchase order and are subject to acceptance by the Supplier(s). Contract modifications made by an Authorized User and accepted by a Supplier shall be limited to the Authorized User and Supplier(s) and are not binding on the Georgia DOAS/State Purchasing Division.

Authorized Users must assume the responsibilities associated with their specific program administration/implementation requirements and payment obligations. Supplier(s) acknowledge that the Authorized Users are solely and individually financially responsible for their respective purchases. DOAS and the State of Georgia shall have no responsibility for or liability to the Authorized Users or Supplier(s) with respect to the Authorized Users use of the Statewide Contract.

The Authorized User acknowledges that the Statewide Contract is subject to modification or termination at any time in accordance with the terms of such Statewide Contract and without prior notice to or consent of the Authorized User. Examples of modification include, but are not limited to, changes in product or service offerings, changes in pricing, changes in warranty, insurance or other applicable contract terms.

Prior to contract utilization, Authorized User agrees to:

- Notify DOAS of its intention to "purchase off-of" this Statewide Contract.
- Provide a legal notices contact to DOAS and to Supplier for the purposes of receiving notices and information on any contract amendments including contract renewals and extensions. Notice should be provided to DOAS via email (identified above) within five (5) business days of execution of this Agreement.
- Pre-approve all Supplier-developed materials/communications using the Authorized User's name and logo on any such communication, if applicable.
- Provide annual feedback (when requested by DOAS) of Supplier's performance.

DOAS may terminate this Agreement at any time and for any reason upon written notice to the Authorized User and the Supplier(s).

Georgia Department of Administrative Services

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Jim Barnaby, Deputy Commissioner

Email Address

Jim.barnaby@doas.ga.gov

Authorized User Acceptance

By <i>(Authorized Signature)</i>	Date Signed
Printed Name and Title of Person Signing	
Email Address	

Creative Bus Sales, Inc. Acceptance

By <i>(Authorized Signature)</i>	Date Signed
Printed Name and Title of Person Signing	
Email Address	

[Add additional signature blocks if more than one supplier]

APPROVED AS TO FORM:

ATTEST:

ATTORNEY

CITY RECORDER