



NOTICE TO VENDORS

Request for Proposals No. 24-009-073
Connected Classroom Technology Products & Services

Fayette County Public Schools will receive sealed proposals for Connected Classroom Technology Products & Services for District facilities in Fayette County, Georgia, until 10:00 AM (ET), Tuesday, May 28, 2024. Responses received after that time will not be accepted, regardless of when they were mailed or given to a delivering carrier.

There will not be a pre-solicitation conference held for this solicitation.

Brief Description of Request: Proposals for providing various connected classroom technologies for learning environments within the school district.

Service Location(s): All Fayette County Public Schools

Complete solicitation documents may be obtained at www.fcboe.org. FCPS is not responsible for respondents and/or subcontractors not obtaining the information provided through the full set of solicitation documents.

Responses must be submitted via email, mail/parcel delivery, or hand delivery to the Fayette County Public Schools offices located at the LaFayette Educational Center and directed to Matthew D. Roberts, Purchasing Manager. Envelopes should be sealed and marked conspicuously on the front with the solicitation name and number listed above.

SUBMISSION - BY HAND, MAIL OR COMMON COURIER

Fayette County Public Schools
ATTN: Matthew Roberts, Purchasing Department
LaFayette Educational Center
205 LaFayette Ave., Fayetteville, GA 30214

SUBMISSION - BY EMAIL - to roberts.matthew@fcboe.org

Connected Classroom Technology Products & Services

Request for Proposals No. 24-009-073

Georgia Procurement Registry Event No. PE-65615-NONST-2024-000000030

Objective

Fayette County Public Schools (hereinafter FCPS or the District) is soliciting proposals via this Request for Proposals (hereinafter RFP) from interested and qualified respondents to supply, deliver, and install classroom touch screen interactive panels, associated peripherals (including but not limited to tablets, document cameras, speakers, microphones), and infrastructure as specified within this solicitation, for multiple locations within the District.

As is more fully explained in this RFP, an award, if made, will be made to the responsible and responsive respondent who provides the best solution to the described need, taking into consideration multiple evaluation factors as determined by the FCPS and defined herein.

It is the respondent's responsibility to address all elements of this RFP. Any respondent failing to meet the terms and conditions herein may suffer a reduction in their evaluation score up to a complete rejection of their proposal.

Responses Due

Responses to this request for proposals are due no later than the date and time specified in the timeline of events either physically or electronically to the FCPS Purchasing Department located at the LaFayette Educational Center, Building A, 205 LaFayette Avenue, Fayetteville, GA, 30214. Proposals received after the specified date and time will not be considered.

Section A: Instructions to Respondents

1. Designated Representative

- 1.1. The FCPS Purchasing Department has designated the following staff member as the representative of the Department and District during the solicitation process: Matthew Roberts, Purchasing Manager (roberts.matthew@fcboe.org).
- 1.2. During the solicitation period, interested parties may only communicate with the Purchasing Department and the representative named above.

2. Respondent Registration

- 2.1. Respondents are encouraged to register with the designated representative listed above via email after reviewing this solicitation.

- 2.2. Respondents who register will automatically receive an email update with additional documents such as addenda and be notified of award issuance, even if they choose not to submit a proposal.

3. Schedule of Events

- 3.1. RFP Released: Tuesday, April 23, 2024
- 3.2. Respondent Questions Due: Before 10:00 AM (ET), Monday, May 13, 2024
- 3.3. Addenda Issued (if applicable): Week of May 13, 2024
- 3.4. Respondent Proposals Due: Before 10:00 AM (ET), Tuesday, May 28, 2024
- 3.5. Anticipated Project Start: July 1, 2024

4. Georgia Open Records Act Compliance ([O.C.G.A. § 50-18-70](#))

- 4.1. This solicitation and any resulting responses, evaluations, contracts, agreement, or purchase orders are subject to the [Georgia Open Records Act](#) and may be released publicly.
- 4.2. Pursuant to the act, for any records or documents marked as “confidential” or “trade secrets” the respondent must submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets according to [O.C.G.A. § 10-1-761](#).
 - 4.2.1. Failure to attach such an affidavit will result in the record being considered public and subject to release under the Georgia Open Records Act.
 - 4.2.2. If FCPS determines that the specifically identified information does not constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order.
 - 4.2.3. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing.
 - 4.2.4. If the agency determines that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

5. Solicitation Documents and Forms

- 5.1. Documents and forms required for submission as part of this RFP can be found on the FCPS [Purchasing Department website](#).
- 5.2. Failure to include required submissions listed herein may result in a rejection of the proposal.
- 5.3. A list of required forms is contained herein and additional submissions may be required per the specifications contained herein.

6. Proposal Delivery

- 6.1. Proposals should be sent to the FCPS Purchasing Department and must be received before the proposal due date and time specified in the solicitation.
- 6.2. Proposals may be submitted electronically, by mail, or hand-delivered to the LaFayette Educational Center, Building A, 205 LaFayette Avenue, Fayetteville, Georgia 30214, Attention: Purchasing Department.
- 6.3. No faxed or telephone proposals will be accepted or considered.
- 6.4. Proposals may be emailed to the designated representative if meeting the following guidelines:
 - 6.4.1. Emailed proposals must be in a consistent, clear, and readable format and complete. (Adobe PDF format is preferred unless specified otherwise)
 - 6.4.2. All proposal documents should be bound in one document. Multiple separate documents may result in evaluation score reductions.

7. Attachments

- 7.1. Any specification listed with “Must Include Attachment” should include a document within the proposal conforming to standards set forth.
- 7.2. All attachments must be clearly marked and labeled using the following format: Attachment #, Solicitation Reference, Respondent Name, Solicitation Title, and Number.

8. Proposal Format Requirements

- 8.1. The proposal should be typed and legible as well as formatted to comply with accessibility standards (refer to ADA and Section 508 compliance).
- 8.2. The solicitation document has been carefully organized. All sections, specifications/requirements, and appendices are numbered; therefore proposals should be organized in the same manner referencing the solicitation document when necessary.

8.3. Proposals must be submitted with the following sections clearly identified and delineated:

- 8.3.1. Letter of Interest
- 8.3.2. Technical Proposal
- 8.3.3. Qualifications and Experience
- 8.3.4. References
- 8.3.5. Price/Cost

9. Multiple Proposals from the Same Respondent

- 9.1. Respondents may submit more than one proposal when offering multiple alternatives.
- 9.2. Proposals must be separate and each should conform to all terms and conditions within the solicitation.
- 9.3. Proposals must be labeled separately so as to easily identify different proposals from the same respondent.

Section B: Scope of Work and Specifications

10. Background and Project Overview

- 10.1. Fayette County Public Schools is comprised of approximately 20,000 students, 3,500 employees, and 28 buildings. In 2014 the District began its first “Connected Classroom” project with the ambitious goal of placing large interactive panels and associated supporting peripherals in all of its classrooms. This initiative later expanded to include a student centered one-to-one laptop program as well.
- 10.2. The scope of work for this current project is to source, install, and support interactive panels and supportive peripherals for the learning environment.

11. Design/Technical Requirements and Specifications

- 11.1. Quantities are approximate, however there are currently approximately 1,800 learning environments with similar elements.
- 11.2. Viewsonic Interactive Panel or equivalent alternate of Fayette County Public Schools’ choosing, with minimum 4K resolution, multi-touch capability, and compatible with existing digital infrastructure.
 - 11.2.1. Mounting hardware for interactive flat panels. (Balance Boxes, Rainier Stands, Mobile Carts, etc).

- 11.3. Mobile tablet (not tethered) for panel annotation use, compatible with interactive panel (including any built-in software) and Windows OS.
- 11.4. HoverCam document camera and all software licensing, integrated with the panel system.
- 11.5. Audio Enhancement Teardrop microphones that integrate with classroom audio systems (Audio Enhancement receiver and speakers).
- 11.6. Wireless keyboard with integrated track pad.
- 11.7. Audio/Visual components - all necessary components needed to properly operate the installed panels and peripherals such as, but not limited to, cabling, speakers, amplifiers, and receivers.
- 11.8. Any and all components that are required for the installation and successful operation of equipment in the learning environment.

12. Performance and Service Requirements

- 12.1. Installation Services - The selected respondent will provide installation services following FCPS guidelines including but not limited to:
 - 12.1.1. Currently installed classroom equipment will be removed by the awarded respondent prior to installation of new equipment.
 - 12.1.1.1. Respondents should provide a plan for the removal and sale or recycling of removed equipment.
 - 12.1.1.1.1. Removed equipment may not be stored or left onsite following new installations.
 - 12.1.2. Professional installation at all FCPS sites, including secure mounting and integration with existing network and audio systems. All installed hardware and software will be tested for performance as part of the installation process.
 - 12.1.2.1. All installers must be properly licensed and insured for low voltage systems installations and have a proven record of successful project completion in similar size and scope.
 - 12.1.2.2. Sub-contracted or third-party installers must provide the same documentation as the primary respondent/contractor if selected for the project.
 - 12.1.3. All installers must understand how the District provided hardware is mounted to the panel per the provided Installation Checklist to be provided to the awarded respondent.

- 12.1.4. Installation services must remove all trash, packing materials, and debris from the installation site.
 - 12.1.4.1. Installers may not use District waste disposal assets.
- 12.1.5. The District will determine the location and installation schedule across the school district.
- 12.1.6. No installation will be signed off as received and forwarded for payment processing until tested and approved by District Technology Services staff.
- 12.2. The awarded respondent must be able to integrate with the District's asset control program by:
 - 12.2.1. Providing a list of installed assets including model name, model number, exact location, serial numbers, and date of installation.
 - 12.2.2. Test all displays prior to delivery and deployment and label them as directed by District Technology Services.
- 12.3. Support Services as outlined below:
 - 12.3.1. Replace any non-functioning equipment within 24 hours of notification by FCPS. All replacements must be done before 8:00 am or after 3:30 pm during the school year unless previously scheduled and authorized by District Technology Services staff.
 - 12.3.2. To help facilitate the 24 hour replacement requirement the awarded respondent must provide eighteen (18) spare panels, including peripherals, stored onsite at the Technology Services Department located at the LaFayette Educational Center (205 LaFayette Avenue, Fayetteville, GA 30214) and made available to FCPS District employees to replace in the event of an emergency where the awarded company is not available.
 - 12.3.3. The awarded respondent must be certified and authorized to provide support for Viewsonic Interactive Flat Panels. This includes but is not limited to submitting help desk tickets and submitting RMA pickup and drop off requests with Viewsonic.
 - 12.3.4. The awarded company will be responsible for all RMA service and support including but not limited to, servicing panels onsite, submitting helpdesk tickets, handling drop off and installation of new panels using the Installation Checklist and pickup of defective units for the entire onsite warranty period.
 - 12.3.5. Ongoing technical support, training support, and maintenance services such as manufacturer's certification programs for technical and administrative support.

- 12.3.6. Seven (7) year minimum onsite service warranty for all interactive panels.
- 12.4. Respondent should provide a Professional Development Plan as outlined below:
 - 12.4.1. Seven (7) year comprehensive technical and instructional training, certification, and support for FCPS staff on each component included in this RFP and the selected awarded response.
 - 12.4.2. Initial and ongoing annual training for:
 - 12.4.2.1. District Technology Services Staff
 - 12.4.2.2. Digital Learning Team
 - 12.4.2.3. School Level Instructional Teams

Section C: Evaluation of Proposals

13. Evaluation Committee

- 13.1. All proposals deemed responsive will be evaluated by a review committee composed of project administrators and end-users.
- 13.2. Criteria based on qualifications and experience, a submitted proposal, and price/cost will be used in the evaluation process.
- 13.3. An evaluation committee was convened to review and select appropriate RFP specifications contained herein.

14. Evaluation Criteria Scope

- 14.1. Compliance with technical and functional requirements as defined herein.
- 14.2. Cost-effectiveness and overall value to the District.
- 14.3. Vendor's experience, performance history, and references.
- 14.4. Training and support offerings.

15. Evaluation Methodology

- 15.1. The committee will perform a complete evaluation and verification process on a rating system of required proposal components contained herein based on an "Excellent", "Good", "Fair", or "Poor" rating.
 - 15.1.1. Excellent ratings will be issued four (4) points.
 - 15.1.2. Good ratings will be issued three (3) points.

15.1.3. Fair ratings will be issued two (2) points.

15.1.4. Poor ratings will be issued zero (0) points.

16. Interviews and Presentations

16.1. Post-proposal interviews and presentations may be required, in person at the committee's direction or desire.

16.2. Submission of a proposal does not guarantee an interview or presentation.

16.3. Selection for interviews and presentations is at the sole discretion of the evaluation committee.

17. Contract Award and Negotiations

17.1. The evaluation committee will issue a recommendation to award following the outcome of its evaluation process.

17.2. The committee reserves the right to reject any or all bids.

17.3. A recommendation to award does not guarantee a contract. Final approval from the Superintendent and/or Board of Education may be required.

17.4. Following a recommendation to award, the Superintendent or their designee may engage in final negotiations with the selected respondent.

Section D: General Terms and Conditions

The FCPS General Terms and Conditions are posted on the Purchasing Department website under the heading of [Vendor Terms, Conditions, and Forms](#) and attached to this solicitation. By submission of a proposal, the respondent acknowledges they have read and understood these General Terms and Conditions as well as any terms and conditions contained herein.

Section E: Special Terms and Conditions

18. Contract Incorporation

18.1. This solicitation will be incorporated into any resulting contract.

18.2. When this solicitation and any resulting contract are in conflict, Fayette County Public Schools will determine the controlling method.

18.3. Only the Superintendent or his direct designee may sign or enter into a contract on behalf of Fayette County Public Schools.

19. Term

19.1. The proposal term will begin from the time of award through June 30, 2025, with an option to renew for four (4) additional terms.

19.1.1. Terms are defined as the fiscal year from July 1st to June 30th of each calendar year.

20. Substitutions and Alternates

20.1. Products similar to or other than specified may be acceptable if in compliance with all requirements of these specifications and are of the same or better quality.

20.2. The respondent must provide substantiation that proposed substitution or alternate does not violate any other manufacturer's patents, patents allowed, or patents pending and that the alternate proposed meets the same specifications contained herein.

20.3. The FCPS shall be the sole determiner of specification compliance and alternate acceptability.

20.4. No pre-proposal approval will be given for a proposed alternative.

21. Insurance Requirements

21.1. Respondents are required to submit a current and valid Certificate of Insurance (COI) per the General Terms and Conditions and any specification contained herein.

21.2. Should the respondent choose to utilize subcontractors for installation or other matters, the respondent must provide a valid COI for the subcontractor per the requirements of the General Terms and Conditions.

Section F: Required Forms and Submissions

22. Required Respondent Submissions

22.1. Product Data: Fayette County School District must receive all product data that pertains to solicitations work scope, this includes but is not limited to;

22.1.1. Product Data Sheet

22.1.2. Product Certification: Submit manufacturer's certification that products and materials comply with the requirements of the specifications.

22.1.3. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications;

- 22.1.4. Preparation, maintenance, and installation instructions and recommendations;
- 22.1.5. Storage, handling requirements, and recommendations.
- 22.2. Warranties: Submit warranty documents according to specifications (if applicable).
 - 22.2.1. Include any and all manufacturer's warranties for each item.
- 23. Cost Proposal
 - 23.1. All respondents must include a separate cost proposal submitted apart from the response.
 - 23.2. Pricing not entered in the cost proposal form will not be considered.
 - 23.3. If pricing variations exist for different finishes/materials/options the respondent must include an attachment describing variations and associated costs.
 - 23.4. Costs should be in line-item format detailing all costs applicable to the proposed solution and a grand total cost to execute the proposed solution fully.
- 24. Letters of Recommendation
 - 24.1. The respondent must include a minimum of three (3) letters of recommendation dated within the previous two (2) calendar years.
 - 24.2. Letters must be from clients/customers who have engaged the respondent in previous services and must include details such as a description/scope of work, timeline and budget parameters, and assessment of the respondent's ability to complete work/service as specified.
 - 24.3. Each letter must contain contact information including organization/firm, contact name, telephone, and email.
 - 24.4. Letters from organizations and projects similar to the scope and size of Fayette County Public Schools are preferred.
- 25. Respondent Information Form
 - 25.1. Respondents must complete a Respondent Information Form attached hereto and available online at the Purchasing Department website.
 - 25.2. This form must be placed on top, or as the first page of your proposal.
 - 25.3. Failure to attach could result in a reduction in score or a rejection of your proposal.

26. Certificate of Insurance

- 26.1. The respondent must submit a current certificate of insurance detailing coverage limits as defined in this RFP and the FCPS General Terms and Conditions.
- 26.2. Failure to attach could result in a reduction in score or rejection of your proposal.
- 26.3. The selected respondent will be required to submit a COI naming Fayette County Public Schools as an additional insured party.

27. W-9 Form

- 27.1. The respondent must submit a current [Internal Revenue Service W-9 Form](#) complete with proper signature.
- 27.2. Failure to attach could result in a reduction in score or rejection of your proposal.

28. E-Verify Documentation

- 28.1. The respondent must submit a completed E-Verify Compliance Form and Affidavit as attached below.
- 28.2. Failure to attach could result in a reduction in score or rejection of your proposal.

Respondent Information Form

Place this form on top of your response.

Connected Classroom Technology Products & Services (RFP 24-009-073)

Company Name:	
Point of Contact:	
Street Address:	
City:	
State:	
Zip Code:	
Telephone:	
Email:	
Website:	

Authority to Act

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the products/services in accordance with the terms and conditions herein.

Terms, Conditions, and Specifications

Through the submission of response and signature below, the respondent verifies that their solution, if applicable, complies fully, or complies with an exception, to all stated general and special terms, conditions, and specifications. See the FCPS General Terms and Conditions for further information and directions on notating exceptions to stated specifications.

Addenda

Through the submission of response and signature below the respondent verifies that they have read and understood any addenda issued for this solicitation if issued.

Signature: _____ Date: _____

FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT
GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT FORM

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006, AS AMENDED BY
THE ILLEGAL IMMIGRATION REFORM ACT OF 2011, OCGA 13-10-90, ET SEQ.

TO ALL PROSPECTIVE CONTRACTORS:

If you are providing services to Fayette County Public Schools, this completed document, as well as the applicable Georgia Security and Immigration Compliance forms and affidavits referenced herein must be completed, signed, notarized and submitted with your bid, proposal or contract.

Fayette County Public Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A., ~13-10-90 et seq. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA, P.L. 99-603 and the Georgia Security and Immigration Compliance Act of 2006, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. ~ 13-10-90 et seq. (collectively the "Act") the contractor ("Contractor") **MUST INITIAL** the statement applicable to Contractor below:

INITIAL ONLY ONE CHOICE BELOW

___ (Initial here) Contractor represents and warrants that Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; Is authorized to use and uses the federal authorization program; and will continue to use the authorization program throughout the contract period. Contractor further represents, warrants and agrees that it shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et seq. In accordance with the terms thereof; (Complete and submit the Contractor Affidavit and Agreement); **OR**

___ (Initial here) Contractor represents and warrants that it has no employees and does not intend to hire employees to perform contractual services, and that Contractor has therefore provided a U.S. state-issued Driver's license or ID card in lieu of an affidavit and that such license or ID card was issued by a State that verifies lawful Immigration status before issuing the license or ID card. If my status changes I will, before hiring any employees, immediately notify the School District in writing and provide all affidavits required under the Act; **OR**

___ (Initial here) Contractor represents and warrants that it does not physically perform any service within the State of Georgia as defined in the Act and thus does not have to comply with foregoing Georgia law; **OR**

___ (Initial here) Contractor is a foreign company and therefore not required to provide the affidavit as required by the Act. The Contractor must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa.

USE OF SUBCONTRACTOR(S) and COMPLIANCE AS ABOVE

____(Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, is authorized to use, and uses the Federal Work Authorization Program and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of labor as set forth at Rule 300-10-01 et seq.

____(Initial here) Contractor covenants and agrees that, if Contractor employs or contracts with any Subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-02, then in such event Contractor will secure from each subcontractor at the time of the subcontract, the subcontractor's name and address, the employer identification number/taxpayer identification number applicable to the subcontractor; the date the authorization to use the Federal Work Authorization Program was granted to subcontractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor's agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the Federal Work Authorization Program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et seq. (Complete and submit the Subcontractor Affidavit and Agreement)

____(Initial here) Contractor agrees to provide Fayette County Public Schools with all affidavits of compliance as required by the Act and Georgia Department of Labor Rule 300-10-1-02, 300-10-1-03, 300-10-1-07 and 300-10-1-08 within five (5) business days of its receipt of any such documents.

Company Name: _____

SIGNATURE: _____

DATE: _____

FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT
CONTRACTOR AFFIDAVIT PROVIDED PURSUANT TO O.C.G.A. § 13-10-91(b)(2)

(Rev. 4/18/2019)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Fayette County Public Schools, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned contractor will contract for the physical performance of services in the performance of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b), and that the contractor shall forward any subcontractor's affidavit to the School District within five (5) days of its receipt of the same.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**EEV User Identification
Number (4 to 6 Digit Number)** _____

Date of Authorization _____

Contractor/Company _____

Email Address _____

Telephone Number _____

Name of Project _____

Project Number _____

Name of Public Employer _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

NOTARY INFORMATION

Sworn to before me this __ day of _____, 20_____.

Notary Public Signature

My Commission Expires: _____

Affix Notarial Seal Here

**FAYETTE COUNTY PUBLIC SCHOOLS - PURCHASING DEPARTMENT
SUBCONTRACTOR AFFIDAVIT PURSUANT TO O.C.G.A. § 13-10-91(b)(3)**

(Rev. 4/18/2019)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, which has a contract with Fayette County Public Schools, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor covenants that it will continue to use the federal work authorization program throughout the contract period, that the undersigned subcontractor will contract for the physical performance of services in the performance of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b), and that the subcontractor shall forward any sub-subcontractors affidavit to the contractor and School District within five (5) days of its receipt of the same.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**EEV User Identification
Number (4 to 6 Digit Number)** _____

Date of Authorization _____

Subcontractor/Company _____

Email Address _____

Telephone Number _____

Name of Project _____

Project Number _____

Name of Public Employer _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

NOTARY INFORMATION

Sworn to before me this __ day of _____, 20____.

Notary Public Signature

My Commission Expires: _____

Affix Notarial Seal Here

Fayette County Public Schools Purchasing Department

General Terms & Conditions

Updated: May 4, 2023

Scope of General Terms and Conditions

These General Terms and Conditions apply to all solicitations, contracts, purchase orders, and other resulting procurement tools issued by, or entered into by Fayette County Public Schools (hereinafter FCPS).

1. When solicitation or contract Special Terms and Conditions conflict, it is the selected conditions of FCPS that shall control.

Specification Compliance Guidelines and Definitions

1. Terms Defined

- 1.1. Whenever the terms “shall”, “must”, or “will” are used in the solicitation, the specification/requirement being referred to will be mandatory. Failure to meet any mandatory requirement can cause a reduction in evaluation scoring or rejection of the response.
- 1.2. Whenever the terms “can”, “may”, “should” or “might” are used in the solicitation, the specification/requirement being referred to is desirable. Failure to provide any items so-termed may cause a reduction in evaluation scoring if applicable.

2. Specifications Compliance

- 2.1. Through the submission of a response, the respondent verifies that their response fully complies, or complies with an exception or alternative to the listed specifications. Compliance standards are determined as follows:
- 2.2. “Comply Fully” – respondent’s solution complies explicitly with the specifications/requirements as written.
 - 2.2.1. The respondent must notate via page number and location reference of how the response meets the stated requirements and specifications.
- 2.3. “Comply with an exception or alternate” – respondent’s solution complies with some or part of the specifications and requirements and the respondent must mark those requirements listed as exceptions by indicating such on any accompanying forms or documents.
 - 2.3.1. If not expressly forbidden by the solicitation, the respondent may pose an alternative to the listed specification that will be evaluated following the [guidelines contained herein](#).

2.3.2. The respondent must notate via page number and location reference of how the response meets the stated requirements and specifications.

2.3.3. Whenever the respondent can comply with an exception, the respondent must attach a description of how/why an exception is proposed which should be labeled as an attachment under the [guidelines above](#).

2.3.4. Failure to notate an exception, or include an explanation as defined above, does not relieve the respondent of compliance in full if awarded.

2.4. “Cannot comply” – respondent’s solution does not comply with specification/requirement.

2.4.1. Failure to indicate non-compliance will be interpreted to mean that the respondent can comply in full.

2.4.2. Whenever the respondent cannot comply, the respondent has the option to include an alternative as defined above in number three (3), point (a).

3. Scoring and Evaluation

3.1. Specifications and/or requirements listed in solicitations, appendices, and as presented in general and special terms and conditions are subject to evaluation scoring.

3.2. Responses will be evaluated based on the best solution for FCPS as defined by the listed specifications and requirements, respondent business capability, and value.

Questions and Addenda Regarding Solicitations

1. Request for Interpretation

1.1. If the respondent is in doubt as to the meaning of any part of a solicitation, they may request an interpretation.

1.1.1. All communication shall be done in writing and sent via email to the Purchasing Department agent or contact listed in the solicitation.

1.1.2. All correspondence should be clearly labeled with the solicitation title and number.

1.2. No oral interpretations shall be made as to the meaning of any part of the solicitation. FCPS will not be responsible for any other

interpretations or explanations other than those issued by formal solicitation addenda.

- 1.3. Failure to request an interpretation shall not relieve the successful respondent from the obligation to perform work in accordance with the response as interpreted subsequently by FCPS authorized representatives.
- 1.4. The resulting addenda issued as part of the solicitation process may be incorporated in subsequent contracts or purchase orders at the sole discretion of FCPS.

2. Incorporated Contents

- 2.1. All documents submitted in response to a solicitation, including any attachments or appendices, are incorporated into any resulting contract.
- 2.2. If any language of the response conflicts with the language of the solicitation, the language of the solicitation shall govern at the sole and full discretion of FCPS.

Restrictions and Conflicts of Interests

1. Communication Restrictions

- 1.1. From the issue date of the solicitation until an intent to award notification is issued, respondents are not allowed to communicate for any reason with any FCPS employee except through the Purchasing Department, during the respondent's conference or scheduled meeting, or as provided in the scope of existing work agreements.

2. Lobbying Restrictions

- 2.1. Respondents are hereby advised that they are not to lobby with any FCPS personnel or board members.
- 2.2. All oral or written inquiries must be directed through the Purchasing Department.
- 2.3. Attempts at lobbying may be grounds for rejection of the response and exclusion from future solicitations.

3. Conflicts of Interests

- 3.1. All respondents must disclose with their response the name of any officer, director, or employee who is also an employee of FCPS.
- 3.2. Respondents must disclose the name of any FCPS employee or family member who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.
- 3.3. Failure to disclose such conflicts may be grounds for rejection of the response and exclusion from future solicitations.

Response Declinations, Disputes, and Protests

1. Response Declinations

- 1.1. FCPS reserves the right to the following: reject any responses, waive any irregularity in responses, accept any item or group of items unless qualified by the respondent, and/or acquire additional quantities at prices quoted on this request for responses, unless additional quantities are not acceptable, in

which case the response must be noted: "response is for specified quantity only."

2. Revision or Withdrawal of Response

- 2.1. A response may be revised or withdrawn by the respondent before the response submission date and time as specified in the solicitation schedule of events.
- 2.2. After the response submission date and time, FCPS Purchasing Department will permit withdrawal only when the best interest of FCPS would be served.

3. Disputes and Protests

- 3.1. Through the submission of a response; respondents agree to waive any claims they may have against FCPS, its employees, agents, members, representatives, and legal counsel.
- 3.2. In case of any double meaning or difference of opinion as to the items and/or services to be furnished or supplied, the decision of FCPS shall be final and binding on both parties.
- 3.3. Any contest or dispute must be submitted in writing via email, mail, or delivery to the Purchasing Department within three (3) business days of award posting.

4. Default

- 4.1. If the awarded respondent should breach any potential contract resulting from the solicitation, FCPS reserves the right to seek all remedies in law and/or equity.

5. Cancellation

- 5.1. If the awarded respondent violates any of the provisions of the solicitation or resulting contract, the superintendent or his/her designee will give written notice to the respondent stating the deficiencies.
- 5.2. Unless the deficiencies are corrected within thirty (30) calendar days, a recommendation will be made by the Purchasing Department for immediate cancellation.
- 5.3. Upon cancellation, FCPS may pursue all legal remedies as provided by law.

6. Contract Termination

- 6.1. FCPS reserves the right to terminate any contract resulting from the solicitation at any time and for any reason upon giving written notice thirty (30) days in advance to the other party.
- 6.2. If said contract should be terminated for convenience, FCPS will be relieved of all obligations under said contract and FCPS will only be required to pay the awarded respondent the amount of the contract performed to the date of termination.

7. Debarred, Suspended, and Ineligible Status

- 7.1. A respondent certifies by submission of their response that the respondent and/or any of its subcontractors or suppliers (if applicable) have not been debarred, suspended, or

declared ineligible by any government agency.

- 7.2. FCPS reserves the right to reject any vendor who violates this condition before, during, and after a solicitation or resulting order, contract, agreement, or purchase order.

Pricing

1. Firm Pricing

- 1.1. The respondent should propose firm net pricing for the term of the solicitation with discounts marked.
- 1.2. Propose items following all terms and conditions stated.
- 1.3. Prices must be stated in units of the quantity specified in solicitation requirements.
 - 1.3.1. In case of a discrepancy in computing the amount of the response, the unit price quoted will govern.
- 1.4. Alternate pricing terms and conditions submitted may not be evaluated or suffer a reduction in evaluation scoring.
- 1.5. Fayette County Public Schools is a tax-exempt entity.
 - 1.5.1. It is the respondent's responsibility to be familiar with applicable tax implications and the respondent shall be liable for all such costs associated with their response.
- 1.6. FCPS reserves the right to purchase or compare pricing available, or made available from, cooperative purchasing agreements and other governmental contracts.

2. Pricing Adjustments

- 2.1. Adjustments made to resulting pricing must meet the following conditions:
 - 2.1.1. Adjustments are only allowed after each term of the solicitation as defined herein.
 - 2.1.2. FCPS must be notified in writing 30 days before term change in advance of a pricing adjustment.
 - 2.1.3. Adjustments must only be less than 10% of pricing submitted and agreed to unless specific market circumstances verified by third-party collaboration can be submitted as evidence of such.
 - 2.1.4. Any pricing adjustment submitted may be accepted or rejected at the sole discretion of FCPS.

Delivery

1. Inside Deliveries Only

- 1.1. Unless otherwise specifically authorized by FCPS personnel all deliveries to FCPS locations shall be required as "Inside Delivery".
- 1.2. Inside Delivery is defined as delivery to a building with or without an accessible dock where the product ordered is brought into

the building by the delivery driver to specific rooms or areas as directed by FCPS staff.

2. Notification Required

- 2.1. Vendors and their delivery subcontractors are required to notify FCPS staff a minimum of one (1) business day prior to delivery.
- 2.2. If delivery cannot be made on the day requested the vendor and/or their subcontractor shall schedule an alternate day with FCPS personnel at no cost to the District.

3. Refusal of Delivery

- 3.1. Should FCPS refuse delivery due to, but not limited to, improper delivery information, or refusal of the carrier to meet Inside Delivery requirements, the vendor shall be responsible for additional costs incurred for alternate / corrected delivery.

Legal Compliance

1. Georgia Code: [O.C.G.A. § 20-2-506](#) Compliance

- 1.1. Per [O.C.G.A. § 20-2-506](#) any contract entered into by FCPS shall terminate and without further obligation on the part of the school district at the close of the calendar year in which it was executed (December 31st) and at the close of each succeeding calendar year for which it may be renewed as provided.
- 1.2. The contract may provide for automatic renewal unless action is taken by the school system to terminate such contract, and the nature of such action shall be determined by the sole discretion of FCPS.
- 1.3. The contract shall state the total obligation of the school system for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term.

2. Non-Appropriations-Georgia Code [O.C.G.A. § 36-60-13](#) Compliance

- 2.1. Per [O.C.G.A. § 36-60-13](#), if funds fail to be appropriated by the Fayette County Board of Education each fiscal year beginning July 1st during the term of this contract, then this contract shall terminate on June 30th following written notice from Fayette County Public Schools.
- 2.2. The contract may provide for automatic renewal unless action is taken by the school system to terminate such contract, and the nature of such action shall be determined by the sole discretion of FCPS.

3. Americans with Disabilities Act (ADA)

- 3.1. Respondents should ensure that their response, resulting contracts, durable goods, and projects are compliant with the [Americans with Disabilities Act](#) and corresponding legislation.

- 3.2. Submission of response indicates the respondent's familiarity and compliance with the ADA and corresponding legislation. Compliance failure will be the sole responsibility of the respondent.
- 3.3. FCPS reserves the right to reject any response deemed not compatible with the ADA or corresponding legislation at its sole discretion.
4. Section 508 Rehabilitation Act Compliance
 - 4.1. Respondents should ensure that their response, resulting contracts, durable goods, and projects are compliant with [Section 508 Rehabilitation Act](#) and corresponding rulings.
 - 4.2. Submission of response indicates the respondent's familiarity and compliance with the Section 508 Rehabilitation Act and corresponding rulings. Compliance failure will be the sole responsibility of the respondent.
 - 4.3. FCPS reserves the right to reject any response deemed not compatible with Section 508 Rehabilitation Act or corresponding rulings at its sole discretion.
5. Non-Discrimination Policy
 - 5.1. The respondent, contractors, and subcontractors may not discriminate against any employee or applicant for employment, to be employed in the performance of this response with the respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, or ancestry, or because of age, handicap or sex, except where based on bona fide occupational qualifications.
6. Non-Collusion
 - 6.1. The respondent acknowledges that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud.
 - 6.2. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.
 - 6.3. Respondent agrees to abide by all conditions of this solicitation and certify that the signatory is authorized to sign this form for the respondent (per [O.C.G.A. § 50-5-67](#)).
 - 6.4. Respondent further certifies that the provisions of the O.C.G.A. Title 45, Chapter 10, Article 2 have not and will not be violated in any respect.
7. Drug-Free Workplace
 - 7.1. According to [O.C.G.A. § 50-24-3](#), the respondent will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance including marijuana during the performance of this contract.
 - 7.2. If the respondent has more than one employee, including respondent, the respondent shall provide for such employee(s) a drug-free workplace program, per the [Georgia Drug-Free Workplace Act as provided in O.C.G.A. § 50-24-1](#) throughout the solicitation and any resulting contracts.
 - 7.3. The respondent will secure from any subcontractor hired to work on any job assigned under the solicitation written attestation to the same.
 - 7.4. The respondent may be suspended, terminated, or debarred if it is determined that the respondent has made false certification or the respondent has violated such certification by failure to carry out the requirements of [O.C.G.A. § 50-24-3\(b\)](#)
8. Confidentiality Matters and Requirements
 - 8.1. Respondent acknowledges that some material and information which may come into its possession or knowledge in connection with the solicitation, or the awarded performance thereof, may consist of confidential and private information of FCPS, its students, or employees; the disclosure of which to, or use by, third parties may be damaging or in violation of applicable law.
 - 8.2. Advertising: Respondent shall not prepare or disseminate any publicity relating to this response or the services performed without the express written consent of FCPS, professional reference citations excluded.
 - 8.3. FCPS complies with [O.C.G.A. § 20-2-665](#), [O.C.G.A. § 20-2-666](#), and [O.C.G.A. § 20-2-667](#). Unless required by state or federal law; or in the case of health or safety emergencies; respondents shall not collect the following records in regards to students or families thereof:
 - 8.3.1. Juvenile Delinquency Records
 - 8.3.2. Criminal Records
 - 8.3.3. Medical/Health Records
 - 8.3.4. Political affiliations or voting history
 - 8.3.5. Income
 - 8.3.6. Religious Affiliation or beliefs
 - 8.4. As part of FCPS's compliance with [O.C.G.A. § 20-2-665](#), [O.C.G.A. § 20-2-666](#), and [O.C.G.A. § 20-2-667](#). Unless required by state or federal law; or in the case of health or safety emergencies; respondents shall not engage knowingly in:

- 8.4.1. Amassing a student profile
 - 8.4.2. Behaviorally targeted advertising
 - 8.4.3. Selling or trafficking in student data
 - 8.4.4. Disclose any information without parental consent
 - 8.5. Respondent also agrees to abide by conditions of the [Family Educational Rights and Privacy Act \(FERPA\)](#) where applicable.
 - 8.6. When the solicitation is for electronic software and applications services, respondents agree to conform to the [Common Sense Media Privacy Evaluations](#) process. FCPS may check for compliance at any time via the [Privacy Evaluations list](#) located on the Common Sense Media website.
 9. Georgia Open Records Act Compliance (O.C.G.A. § 50-18-70)
 - 9.1. Notwithstanding the foregoing, this solicitation and any resulting responses, evaluations, contract, agreement, or purchase orders are subject to the Georgia Open Records Act and may be released publicly.
 - 9.2. Pursuant to the act, for any records or documents marked as “confidential” or “trade secrets” the respondent must submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets according to [O.C.G.A. § 10-1-761](#).
 - 9.3. Failure to attach such an affidavit will result in the record being considered public and subject to release under the Georgia Open Records Act.
 - 9.4. If FCPS determines that the specifically identified information does not constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order.
 - 9.5. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing.
 - 9.6. If the agency determines that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure.
 10. Choice of Law and Venue
 - 10.1. The Laws of the State of Georgia shall govern this response in all respects. Any lawsuit or other action based on claims arising from this response shall be brought in a court or other forum of competent jurisdiction in Fayette County, Georgia.
 11. Taxes
 - 11.1. The respondent will timely pay all taxes lawfully imposed upon the respondent concerning the solicitation and any resulting contract.
 - 11.2. Fayette County Public Schools are a tax-exempt entity.
 12. OSHA Compliance
 - 12.1. The respondent warrants that the products/services supplied to FCPS shall conform in all respects to the standards set forth by the Occupational Safety and Health Administration and the failure to comply with this condition may be considered grounds for default.
 - 12.2. Should any product/service be determined not to comply with standards set forth by the Occupational Safety and Health Administration the respondent shall assume all liabilities including civil penalties assessed.
 13. Licenses and Permits
 - 13.1. Where respondents are required to enter or go onto FCPS property to deliver materials or perform work or services because of a solicitation, the respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance.
 - 13.2. Respondent shall, at its own expense, obtain all necessary permits, give all notices, and pay all license fees and taxes as required.
 - 13.3. Respondent shall, at its own expense, comply with all applicable local, state, and Federal laws, ordinances, rules, and regulations; as well as local building codes, ordinances, and Board of Education policies pertaining to the solicitation or resulting contract.
- Samples, Demonstrations, Interviews, and Testing**
1. Samples
 - 1.1. Samples of items, when required, must be furnished free of expense.
 - 1.2. Each sample must be labeled with “SAMPLE”, the respondent’s name, solicitation title, and number.
 - 1.3. Failure of the respondent to either deliver the required samples or identify samples as indicated may be a reason for rejection of the response.

- 1.4. Unless otherwise indicated, samples should be delivered to FCPS Purchasing Department per solicitation guidelines.
- 1.5. Samples will be retained until testing and evaluation are complete. Samples not claimed after ten (10) calendar days by the respondent following the issuance of an intent to award will become the property of FCPS.
2. **Demonstrations**
 - 2.1. FCPS may request full demonstrations of requested products or services before the award of any contract.
 - 2.2. Costs for such demonstrations or the provision thereof shall be the sole responsibility of the respondent.
3. **Interviews**
 - 3.1. FCPS may request respondents interview with end-users, Purchasing Department staff, or evaluation committees as part of the evaluation process.
 - 3.2. Costs for such interviews or the execution thereof shall be the sole responsibility of the respondent.
4. **Testing**
 - 4.1. FCPS may test items for compliance with requirements.
 - 4.2. Testing parameters are at the sole discretion and desire of FCPS.
 - 4.3. Respondent shall assume full responsibility for payment for all charges for testing and analysis of any materials offered, delivered, or submitted.

Standards for Manufactured Goods

1. **Minimum Standards**
 - 1.1. Manufactured goods made in the United States or the State of Georgia may be given preference during the evaluation process at the sole discretion of FCPS.
 - 1.2. Goods of Foreign Manufacture: To be considered for an award, goods of foreign manufacture shall meet all requirements contained in the solicitation, shall be in stock in the continental United States, and shall be available for shipment following terms specified in the solicitation.
 - 1.3. The respondent shall bear all costs of acquiring manufactured goods as a result of any solicitation or resulting contract, purchase order, or agreement.
 - 1.4. FCPS will not issue payment in any form, full or partially until solicited item or service has been fully accepted to FCPS's satisfaction.
2. **Conditions and Packaging**
 - 2.1. Any item proposed or shipped as a result of the solicitation shall be new (current production model at the time of the award).

- 2.2. All containers shall be suitable for storage or shipment and all submitted prices shall include standard commercial packaging.
3. **Underwriters Laboratories**
 - 3.1. Unless otherwise stipulated in the response, all manufactured items and fabricated assemblies shall be UL listed.
4. **Brand Names and Alternates**
 - 4.1. Use of a brand name, trade name, make, model, and manufacturer or vendor catalog number in the solicitation (unless noted otherwise or listed as "no alternates accepted") is to establish a grade or quality of material only.
 - 4.2. If a product other than specified is proposed, FCPS shall be the sole judge concerning the merits of the response submitted.
 - 4.3. FCPS will not issue any approval or acceptance of alternate items or proposals before solicitation submittal and evaluation.
5. **Copyrights and Patent Rights**
 - 5.1. Respondent warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered because of the solicitation.
 - 5.2. Respondent agrees to hold FCPS harmless from all liability, loss, or expense occasioned by any such violation.
6. **Manufacturer's Certification**
 - 6.1. FCPS reserves the right to request separately, or as a specification in the solicitation, from the respondent a separate manufacturer certification of all statements made in the response.
 - 6.2. Respondent assumes all costs and actions of acquiring manufacturer certifications if requested.
 - 6.3. Failure to do so shall constitute grounds for rejection of response.
7. **Occupational and Materials Health and Safety**
 - 7.1. If items delivered require a Material Safety Data Sheet (MSDS): The MSDS shall be provided with initial shipment and shall be revised on a timely basis as appropriate.
 - 7.2. MSDS information must be in hard copy with a notation of the manufacturer's website address for the MSDS link.

Warranty and Support Requirements

1. **Minimum Standards**
 - 1.1. FCPS asserts that warranty coverage begins at the time of payment.
 - 1.2. FCPS is not bound by any terms or conditions in any respondent's contract, packaging, invoices, service catalog, brochure, technical data sheet, or other documents which attempts to impose any conditions that waive, amend, abridge, abrogate, are in conflict with or are in

addition to FCPS's contractual rights as provided under state or federal law.

- 1.3. Any good(s) purchased under the solicitation will be defect-free in materials and workmanship and be of the quality, size and dimensions ordered.
- 1.4. The packaging, packing, marking, and shipping of such goods will conform to the requirements of the solicitation and as outlined in the response.
- 1.5. This express warranty shall not be waived because of acceptance of the goods or payment thereof by FCPS.

2. Warranty For Goods

- 2.1. Upon request by FCPS, the respondent further agrees within thirty (30) days to correct, without charge to FCPS, any defects in the goods which develop during the life of the warranty after acceptance and payment by FCPS.
- 2.2. Respondent further agrees to indemnify FCPS against damages of any sort resulting from faulty workmanship or materials by the respondent while performing any warranty or guaranty work (or by any third party performing such work for and on behalf of respondent).
- 2.3. Any goods or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as goods initially delivered.

Insurance Requirements

1. Duration of Insurance

- 1.1. All insurance required by the response shall be maintained during the entire length of the response, including any extensions, and until all service and work have been completed to the satisfaction of FCPS.
- 1.2. No respondent or subcontractor shall commence delivery, installation, or service of any kind under the response until all insurance requirements contained within the solicitation have been complied with and evidence supplied to FCPS.

2. Coverage as Additional Insured

- 2.1. FCPS shall be covered as an additional insured under all insurance required by the response. Confirmation of this shall appear on all certificates of insurance and all applicable policies.
- 2.2. FCPS shall be given no less than 30 days' notice of any insurance cancellation, changes, or renewals.

3. Provider Rating Standards

- 3.1. For the response, regardless of risk, companies providing insurance for respondents must have an [A.M. Best company rating](#) not less than "A" and be in a

financial size category not less than Class IX.

- 3.2. Evidence of the current A.M. Best Company Rating may be required by including a copy of the rating page for the insurance company.

4. Failure to Comply

- 4.1. In the event the respondent neglects, refuses, or fails to provide the insurance as required by the response or if such insurance is canceled for any reason, FCPS shall have the right, but not the duty, to procure the same, and the cost, therefore, shall be deducted from money then due or thereafter to become due to the vendor or FCPS shall have the right to cancel the response.
- 4.2. Failure to comply with insurance standards may result in the respondent being declared in default and any resulting order, agreement, or contract canceled with no loss to FCPS.

5. Workers' Compensation Insurance Requirements

- 5.1. The respondent shall procure and maintain workers compensation and employer's liability insurance to cover every employee who is or may be engaged in work under the response in the limits listed below:
 - 5.1.1. Bodily injury by accident - \$100,000 each accident
 - 5.1.2. Bodily injury by disease - \$100,000 each employee; \$500,000 policy limit

6. Commercial General Liability Insurance Requirements

- 6.1. The respondent shall procure and maintain comprehensive insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:
 - 6.1.1. Commercial general liability
 - 6.1.2. Premises operations
 - 6.1.3. Completed operations
 - 6.1.4. Contractual liability insurance (to cover breach of response)
 - 6.1.5. Personal injury

7. Broad Form Property Damage Coverage Requirement

- 7.1. This coverage shall cover the use of all equipment, hoists, and vehicles on the site/sites not covered by automobile liability under the contract. Policy coverage must be on an occurrence basis.

8. Automobile Liability Coverage Requirements

- 8.1. Automobile liability must include any auto, hired autos, and non-owned autos with a combined single limit of \$1,000,000.00 per occurrence. Aggregate must be a minimum of \$1,000,000.00.

9. Certificate of Insurance (COI)

9.1. If requested, the respondent must provide a current COI before any work or service is performed on FCPS property conforming to the insurance guidelines contained herein, and any contained in solicitation special terms and conditions.

10. Liability

10.1. Respondent shall be liable for any damage or loss to FCPS incurred in the completion of respondent's contract or obligations as a result of their response.

10.2. Notwithstanding the foregoing, the liability herein shall be limited to \$10,000,000 and the respondent recognizes that the resulting agreement will receive consideration for indemnification provided herein.

11. Indemnification

11.1. Respondent hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect and save harmless members of the Fayette County School District, Fayette County Public Schools, and Fayette County Board of Education and its officers, agents, and employees (hereinafter collectively referred to as "Indemnities"), of and from all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this response, due to any act or omission on the part of the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf; or due to any breach of this response by the respondent; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the respondent, its agents, employees, subcontractors, or others working at the direction of the respondent or on its behalf.

11.2. This indemnification shall apply although the indemnities may be partially responsible for the situation giving rise to the claim.

11.3. This indemnification shall apply even though a claim results in a monetary obligation that exceeds any contractual commitment.

11.4. This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of indemnities.

11.5. This indemnification extends to the successors and replaced assignees of the respondent, and this indemnification and release survive the duration of this response, the termination of this response, and the dissolution or, to the extent allowed by law, the bankruptcy of the respondent.

12. Hold Harmless Agreement

12.1. Through the submission of a response or acceptance of an award, contract, order, or agreement the respondent shall hold harmless FCPS from all claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this response.

12.2. The respondent's obligation shall not be limited by or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

Subcontracting

1. Subcontracting Guidelines

1.1. Except as may be generally or specifically permitted by the solicitation, the respondent shall not delegate, subcontract, assign, or otherwise permit anyone other than respondent personnel to perform any of the work and/or provide any of the services required of the respondent under this response or resulting contract or assign any of its rights or obligations herein. As such the following applies:

1.1.1. Consent of FCPS to use subcontractors must be obtained, which may be granted or withheld by FCPS at its sole discretion.

1.1.2. The respondent must notify FCPS of all subcontractors used to fulfill the submitted response, including those contracted by their agents (such as delivery services).

2. Subcontractor Standards

2.1. Subcontractors must meet all standards contained herein as well as those specific to the accompanying solicitation.

Contract Restrictions & Requirements

1. Legal Background

1.1. Fayette County Public School's status as a local education agency imposes certain restrictions on its contracting activities that a private school or company does not face. Many standard clauses typically found in commercial contracts can not be accepted by the District. The restrictions are based on constitutional and statutory prohibitions. The following provisions are some of the most common provisions that the District may strike through when negotiating an agreement or contract.

2. Indemnification and/or Hold Harmless Restriction

2.1. Fayette County Public Schools are constitutionally prohibited from agreeing to indemnify third parties. Indemnification provisions have been determined to violate

the prohibition against pledges of the State's credit and the prohibition against gratuities by the State. (Ga. Const. Art. VII, Sec. IV, Par. VIII; Ga. Const. Art. III, Sec. VI, Par. VI; 1980 Op. Att'y Gen. 80-67; Op. Att'y Gen. 74-115)

- 2.2. Indemnification provisions have also been determined to be invalid as an unauthorized attempt to contractually waive the State's sovereign immunity. (1980 Op. Att'y Gen. 80-67)
3. **Governing Law Venue Requirement & Restriction**
 - 3.1. Contracts with Fayette County Public Schools must be governed by the laws of the State of Georgia and Fayette County, therefore any legal action arising from contracts must be in the venue of local, state, or federal courts that are located in or serve Fayette County, Georgia.
4. **Late Payment / Cancellation Charges / Interest Charges Restriction**
 - 4.1. Georgia local education agencies such as Fayette County Public Schools are prohibited from agreeing to pay late payments or cancellation charges. This stems from an opinion of the Attorney General that late payment charges are in the nature of penalty/gratuity which the State is constitutionally prohibited from paying. (Attn. Gen. Position Paper dated August 8, 1978; Bently v. State Board of Examiners, 152 Ga. 836 (1922).
5. **Illegal Immigration and Enforcement Act of 2011 Requirement**
 - 5.1. The contractor and District both acknowledge and agree that compliance with the requirements of OCGA 13-10-91, et seq., Georgia State Board Rule 300-10-1-.02, et seq., and OCGA 50-36-1, et seq. are conditions of any contract/agreement. By execution of a contract/agreement, the Contractor certifies that he/she is in compliance with OCGA 13-10-91, et seq. and OCGA 50-36-1, et seq. and will continue to comply with the statutes during the term of the contract/agreement.
6. **Fiscal Year and Non-Appropriations**
 - 6.1. All contracts will be termed according to the fiscal year from July 1 to June 30 and will automatically terminate on June 30 of each year. The District may authorize automatic renewal up to four times beyond the first term. (O.C.G.A. Sec. 50-5-64; Sec. 36-60-13; and Att'y Gen. op. 74-115)
 - 6.2. State statute requires specific language which allows for instantaneous termination of the contract in the event funds are not appropriated in subsequent years. (O.C.G.A. Sec. 50-5-64 and Sec. 36-60-13)

Award Notification, Ordering, and Invoicing

1. **Intent to Award**
 - 1.1. The award shall be made to the respondent(s) whose response is deemed the best solution for the school system, taking into account all of the evaluation factors, requirements, and specifications outlined in the solicitation.
2. **Board Recommendation**
 - 2.1. It is the current procedure of the FCPS Purchasing Department to submit recommendations to award to the members of the Board of Education during its monthly work session on the first Monday of each month. The board may then move the item to its regular meeting on the third Monday of the month for a vote.
 - 2.2. A recommendation to award does not guarantee approval.
 - 2.3. The board reserves the right to alter, cancel, or reschedule any meeting as well as table, reject, or investigate any award recommendation.
3. **Award Posting**
 - 3.1. Award information will be posted on the school system's website and is subject to review and approval by FCPS.
 - 3.2. An Intent to Award Notification may be issued before the final review and approval by the Board of Education. Such intent does not guarantee an award nor constitute an order.
4. **Invoicing and Payment**
 - 4.1. Invoices may be emailed to invoices.finance@fcboe.org or mailed to LaFayette Education Center, Building A, 205 LaFayette Avenue, Fayetteville, Georgia 30214, Attention: Accounts Payable. Invoices must include the following:
 - 4.1.1. Vendor/contractor name
 - 4.1.2. Address for remittance of payment
 - 4.1.3. Contact number and email for invoicing issues
 - 4.1.4. Location of delivery or service address
 - 4.1.5. Unique invoice number
 - 4.1.6. Clear listing of items ordered with quantities and price extensions
 - 4.1.7. When applicable, discounts marked
 - 4.1.8. Corresponding FCPS purchase order or contract number
5. **Payment Terms**
 - 5.1. Payment will be made after the item/services have been accepted, inspected, and found to comply with award requirements, free of damage or defect, and properly invoiced.

- 5.2. Payment terms are net thirty (30) days on all purchase orders and contracts resulting from this, or any solicitation.
- 5.3. Vendors will invoice FCPS for the products or services on or about the date of shipment thereof. Remittance of invoices from the vendor to FCPS shall occur within five (5) working days of any shipment of products or completion of services.
- 5.4. Payment of each invoiced amount is due within thirty (30) days of the acceptance of the product or service by FCPS, unless otherwise mutually agreed in writing by both the vendor and FCPS.
- 5.5. At the request of the vendor, FCPS may choose to complete a credit application at its sole discretion.