



General Terms and Conditions

Solicitations and Transactions of the Fayette County School District

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 the Fayette County School District (hereinafter FCSD).

- 1) When solicitation or contract Special Terms and Conditions conflict, it is the selected conditions of the FCSD which shall control.

Submission of Solicitation Responses

General Requirements for Solicitation Responses

- 1) Responses will be received by the FCSD Purchasing Department until the date and time specified in the solicitation schedule listed.
- 2) Responses must be received before the date and time specified in the solicitation. Late delivery, or failure of parcel service to complete delivery, may exclude response from consideration.
- 3) Failure to properly sign response may invalidate same and response may not be considered.
- 4) Unreadable, unclear, or indistinguishable text or marks may be considered grounds for rejection of response.
- 5) Vendor-submitted terms and conditions included with the response shall not be evaluated or considered and may constitute grounds for rejection.

Signed Response Considered and Offer

The signed response shall be considered an offer on the part of the respondent.

Authority to Act

Respondent warrants that signatory has full power and authority to enter into, and submit this response.

Response Delivery

Responses should be sent to the FCSD Purchasing Department and must be received before the response due date and time specified in the solicitation.

- 1) Responses may be submitted by mail or hand delivered to the LaFayette Education Center, Building A, 205 LaFayette Avenue, Fayetteville, Georgia 30214, Attention: Purchasing Department.
- 2) No faxed or telephone responses will be accepted or considered.
- 3) Responses may be emailed to the issuing agent if meeting the following guidelines:
 - a) Emailed responses must be in a consistent, clear, and readable format and complete. (Adobe PDF format is preferred)
 - b) All response documents should be bound in one document. Multiple separate documents may result in evaluation score reductions.

Attachments

Any specification listed with “Must Include Attachment” should include a document within the response conforming to standards set forth.

- 1) All attachments must be clearly marked and labeled using the following format: Attachment #, Solicitation Reference, Respondent Name, Solicitation Title, and Number.

Response Format Requirements

- 1) The response should be typed and legible using a Sans based font in 12 point size or greater as well as formatted to comply with accessibility standards (see ADA and Section 508 compliance below).
- 2) The solicitation document has been carefully organized. All sections, specifications/requirements, and appendices are numbered; therefore responses should be organized in the same manner referencing the solicitation document when necessary.
- 3) All pages should be numbered and contain page headings or footers with the respondent name and the solicitation title and number.
- 4) Multiple Response from the Same Respondent
 - a) Respondents may submit more than one response when offering multiple alternatives.
 - b) Responses must be separate and each should conform to all terms and conditions within the solicitation.
 - c) Responses must be labeled separately so as to easily identify differing responses from the same respondent.

Response Preparation Costs

The cost of developing the response is the sole responsibility of the respondent. The FCSD will not provide reimbursement for such costs.

Specification Compliance Guidelines and Definitions

Terms Defined

- 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 rejection of the response.
- 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 not be cause for rejection; however, may cause a reduction in evaluation scoring if applicable.

Specifications Compliance

Through the submission of a response, the respondent verifies that their response fully complies, or complies with exception to the listed specifications. Compliance standards are determined as follows:

- 1) Comply – respondent’s solution complies explicitly with the specifications/requirements as written.
 - a) Respondent must notate via page number and location reference of how the response meets the stated requirements and specifications.
- 2) Comply with an exception – respondent’s solution complies with some or part of the specifications and requirements and respondent must mark those requirements listed as exceptions by indicating such on any accompanying forms or documents.
 - a) Respondent must notate via page number and location reference of how the response meets the stated requirements and specifications.
 - b) Whenever the respondent can comply with an exception, the respondent must attach a description of how/why an exception is proposed which must be labeled as an attachment under guidelines herein.
 - c) Failure to notate exception, or include an explanation as defined above, does not relieve the respondent of compliance in full if awarded.

- 3) Cannot comply – respondent’s solution does not comply with specification/requirement.
 - a) Failure to indicate non-compliance will be interpreted to mean that the respondent can comply in full.
 - b) Whenever the respondent cannot comply, the respondent has the option to include an attachment. Failure to include any attachment exception will lead to the specification/requirement being scored a non-response.
 - c) Omissions: Any omissions of detail specifications and requirements that would render the material or service from use as specified will not relieve the respondent from responsibility.

Scoring and Evaluation

- 1) Scoring: Specifications and/or requirements listed in solicitations, appendices, and as presented in general and special terms and conditions are subject to evaluation scoring.
- 2) Evaluation: Responses will be evaluated based on the best solution for the FCSD as defined by the listed specifications and requirements, respondent business capability, and value.
- 3) All responses received will be reviewed by the Purchasing Department, to ensure that all administrative requirements of the solicitation have been met by the respondent. All responses that meet the administrative requirements will then be turned over to the end user and/or evaluation committee for further evaluation.

Questions and Addenda Regarding Solicitations

Request for Interpretation

- 1) If the respondent is in doubt as to the meaning of any part of this document, he/she may request an interpretation.
 - a) All communication shall be done in writing and sent via email to the contact listed in Special Terms and Conditions of the solicitation.
 - b) All correspondence should be clearly labeled with the solicitation title and number.
- 2) No oral interpretations shall be made as to the meaning of any part of the solicitation. The FCSD will not be responsible for any other interpretations or explanations other than those issued by solicitation addenda.
- 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 FCSD authorized representatives.
- 4) Resulting addenda issued as part of the solicitation process may be incorporated in subsequent contracts or purchase orders at the discretion of the FCSD.

Incorporated Contents

All documents submitted in response to a solicitation, including any attachments or appendices, are incorporated into any resulting contract.

- 1) 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 the FCSD.

Restrictions and Conflicts of Interests

Communication Restrictions

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 FCSD employee except through the Purchasing Department, during the respondent's conference or scheduled meeting, or as provided in the scope of existing work agreements.

Lobbying Restrictions

Respondents are hereby advised that they are not to lobby with any FCSD personnel or board members.

- 1) All oral or written inquiries must be directed through the Purchasing Department.
- 2) Attempts at lobbying may be grounds for rejection of the response and exclusion from future solicitations.

Conflicts of Interests

All respondents must disclose with their response the name of any officer, director or agent who is also an employee of the FCSD.

- 1) Respondents must disclose the name of any FCSD employee or family member who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.
- 2) Failure to disclose such conflicts may be grounds for rejection of the response and exclusion from future solicitations.

Response Declinations, Disputes, and Protests

Response Declinations

The FCSD reserves the right to the following: reject any and all responses, to waive any irregularity in responses, to accept any item or group of items unless qualified by the respondent, and/or to 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."

Revision or Withdrawal of Response

A response may be revised or withdrawn by the respondent prior to the response submission date and time as specified in the solicitation schedule of events.

- 1) After the response submission date and time, the FCSD Purchasing Department will permit withdrawal only when the best interest of the FCSD would be served.

Disputes and Protests

Through the submission of a response; respondents agree to waive any claims they may have against the FCSD, its employees, agents, members, representatives, and legal counsel.

- 1) 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 the FCSD shall be final and binding on both parties.
- 2) 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.

Default

In the event that the awarded respondent should breach any potential contract resulting from the solicitation, the FCSD reserves the right to seek all remedies in law and/or equity.

Cancellation

In the event that the awarded respondent violates any of the provisions of the solicitation, the superintendent or his/her designee will give written notice to the respondent stating the deficiencies.

- 1) Unless the deficiencies are corrected within thirty (30) calendar days, a recommendation will be made by the Purchasing Department for immediate cancellation.
- 2) Upon cancellation, the FCSD may pursue all legal remedies as provided by law.

Contract Termination

The FCSD reserves the right to terminate any contract resulting from the solicitation at any time and for any reason upon giving a written notice thirty (30) days in advance to the other party.

- 1) If said contract should be terminated for convenience, the FCSD will be relieved of all obligations under said contract and the FCSD will only be required to pay the awarded respondent the amount of the contract actually performed to the date of termination.

Debarred, Suspended, and Ineligible Status

- 1) 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.
- 2) The FCSD 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

Firm Pricing

Respondent should propose firm pricing for the term of the solicitation.

- 1) Deduct trade discounts and propose firm net prices.
- 2) Propose items in accordance with all terms and conditions stated.
- 3) Prices must be stated in units of the quantity specified in solicitation requirements.
 - a) In case of discrepancy in computing the amount of the response, the unit price quoted will govern.
- 4) Alternate pricing terms and conditions submitted may not be evaluated and could be used as grounds for rejection of a response.
- 5) The FCSD is a tax-exempt entity.
 - a) 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.
- 6) Respondent warrants by virtue of responding to the solicitation that prices shall remain firm for the term specified.
- 7) The FCSD reserves the right to purchase or compare pricing available, or made available from, cooperative purchasing agreements and other governmental contracts.

Pricing Adjustments

Adjustments made to resulting pricing must meet the following conditions:

- 1) Adjustments are only allowed at the conclusion of each term of the solicitation as defined herein (June 30th of each year unless otherwise specified)
- 2) The District must be notified in writing 30 days prior to term change in advance of a pricing adjustment

- 3) Adjustments must only be less than 5% of pricing submitted and agreed to unless specific market circumstances verified by third party collaboration can be submitted as evidence of such
- 4) Any pricing adjustment submitted may be accepted or rejected at the sole discretion of the District.

Legal Compliance

Georgia Fiscal Year (OCGA 20-20-506) Compliance

Per OCGA 20-20-506 any contract entered into by the FCSD shall terminate absolutely and without further obligation on the part of the school district at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided.

- 1) The contract may provide for automatic renewal unless positive 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 the FCSD.
- 2) 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.

Americans with Disabilities Act (ADA)

Respondents should ensure that their response, resulting contracts, durable goods, and projects are compliant with the *Americans with Disabilities Act* and corresponding legislation.

- 1) Submission of a response indicates the respondent's familiarity and compliance with the ADA and corresponding legislation. Compliance failure will be the sole responsibility of the respondent.
- 2) The FCSD reserves the right to reject any response deemed not compatible with the ADA or corresponding legislation at its sole discretion.

Section 508 Rehabilitation Act Compliance

Respondents should ensure that their response, resulting contracts, durable goods, and projects are compliant with *Section 508 Rehabilitation Act* and corresponding rulings.

- 1) Submission of a 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.
 - a) The FCSD reserves the right to reject any response deemed not compatible with Section 508 Rehabilitation Act or corresponding rulings at its sole discretion.

Confidentiality Matters and Requirements

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 the FCSD, its students, or employees; the disclosure of which to, or use by, third parties may be damaging or in violation of applicable law.

- 1) Advertising: Respondent shall not prepare or disseminate any publicity relating to this response or the services performed without express written consent of FCSD, professional reference citations excluded.
- 2) The FCSD complies with O.C.G.A. 20-2-665, 666, and 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:
 - a) Juvenile Delinquency Records
 - b) Criminal Records

- c) Medical/Health Records
 - d) Political affiliations or voting history
 - e) Income
 - f) Religious Affiliation or beliefs
- 3) As part of the FCSD's compliance with O.C.G.A. 20-2-665, 666, and 667. Unless required by state or federal law; or in the case of health or safety emergencies; respondents shall not engage knowingly in:
 - a) Amassing a student profile
 - b) Behaviorally targeted advertising
 - c) Selling or trafficking in student data
 - d) Disclose any information without parental consent
 - 4) Respondent also agrees to abide by conditions of the Family Educational Rights and Privacy Act (FERPA) where applicable.
 - 5) When the solicitation is for electronic software and applications services respondents agree to conform to the Common Sense Media Privacy Evaluations process. The FCSD may check for compliance at any time via the Privacy Evaluations list located at Common Sense Media website.
 - 6) Notwithstanding the foregoing, this solicitation and any resulting responses, evaluations, contract, agreement, or purchase order is subject to the Georgia Open Records Act.

Choice of Law and Venue

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.

Taxes

Respondent will timely pay all taxes lawfully imposed upon respondent with respect to the solicitation and any resulting contract.

OSHA Compliance

The respondent warrants that the products/services supplied to the FCSD 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 will be considered grounds for default.

Licenses and Permits

Where respondents are required to enter or go onto FCSD 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.

- 1) Respondent shall, at its own expense, obtain all necessary permits, give all notices, and pay all license fees and taxes as required.
- 2) 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 BOE policies.

Samples, Demonstrations, Interviews, and Testing

Samples

Samples of items, when required, must be furnished free of expense.

- 1) Each individual sample must be labeled with “SAMPLE”, respondent’s name, solicitation title, and number.
- 2) Failure of the respondent to either deliver the required samples or clearly identify samples as indicated may be a reason for rejection of the response.
- 3) Unless otherwise indicated, samples should be delivered to the FCSD Purchasing Department per solicitation guidelines.
- 4) 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 the FCSD.

Demonstrations

The FCSD may request full demonstrations of requested products or services prior to the award of any contract.

Interviews

The FCSD may request respondents interview with end users, Purchasing Department staff, or evaluation committees as part of the evaluation process.

Testing

The FCSD may test items for compliance with requirements.

- 1) Testing parameters are at the sole discretion and desire of the FCSD.
- 2) Respondent shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered, delivered, or submitted.

Standards for Manufactured Goods

Minimum Standards

- 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 the FCSD.
- 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.
- 3) The respondent shall bear all costs of acquiring manufactured goods as a result of any solicitation or resulting contract, purchase order or agreement.
 - a) The FCSD will not issue payment in any form, full or partially until solicited item or service has been accepted per the section below.

Conditions and Packaging

Any item proposed or shipped as a result of the solicitation shall be new (current production model at that time of the award).

- 1) All containers shall be suitable for storage or shipment and all submitted prices shall include standard commercial packaging.

Underwriters Laboratories

Unless otherwise stipulated in the response, all manufactured items and fabricated assemblies shall be UL listed.

Brand Names and Alternates

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 for the purpose of establishing a grade or quality of material only.

- 1) If a product other than specified is proposed, the FCSD shall be the sole judge concerning the merits of the response submitted.

Copyrights and Patent Rights

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.

- 1) Respondent agrees to hold the FCSD harmless from all liability, loss or expense occasioned by any such violation.

Manufacturer’s Certification

The FCSD 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.

- 1) Respondent assumes all costs and actions of acquiring manufacturer certifications if requested.
- 2) Failure to do so shall constitute grounds for rejection of response.

Occupational and Materials Health and Safety

If items delivered require a Material Safety Data Sheet (MSDS):

- 1) The MSDS shall be provided with initial shipment and shall be revised on a timely basis as appropriate.
- 2) MSDS information must be in hard copy with notation of manufacturers website address for MSDS link.

Warranty and Support Requirements

Minimum Standards

- 1) The FCSD asserts that warranty coverage begins at the time of payment.
- 2) The FCSD is not bound by any terms or conditions in any respondent’s contract, packaging, invoices, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions that waive, amend, abridge, abrogate, are in conflict with or are in addition to the FCSD’s contractual rights as provided under state or federal law.
- 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.
- 4) The packaging, packing, marking, and shipping of such goods will conform to the requirements of the solicitation and as set forth in the response.
- 5) This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by the FCSD.

Warranty For Goods

Upon request by the FCSD, the respondent further agrees within thirty (30) days to correct, without charge to the FCSD, any defects in the goods which develop during the life of the warranty after acceptance and payment by FCSD.

- 1) Respondent further agrees to indemnify the FCSD against damages of any sort resulting from faulty workmanship or materials by respondent while performing any warranty or guaranty work (or by any third party performing such work for and on behalf of respondent).

- 2) 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

Duration of Insurance

Any and 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 has been completed to the satisfaction of the FCSD.

- 1) 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 the FCSD.

Coverage as Additional Insured

The FCSD shall be covered as an additional insured under any and all insurance required by the response. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies.

- 1) The FCSD shall be given no less than 30 days' notice of any insurance cancellation, changes, or renewals.

Provider Rating Standards

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.

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

Failure to Comply

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, the FCSD 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 the FCSD shall have the right to cancel the response.

- 1) 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 the FCSD.

Workers' Compensation Insurance Requirements

The respondent shall procure and maintain workers compensation and employer's liability insurance to cover each and every employee who is or may be engaged in work under the response in the limits listed below:

- 1) Bodily injury by accident - \$100,000 each accident
- 2) Bodily injury by disease - \$100,000 each employee; \$500,000 policy limit

Commercial General Liability Insurance Requirements

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:

- 1) Commercial general liability
- 2) Premises operations
- 3) Completed operations
- 4) Contractual liability insurance (to cover breach of response)

5) Personal injury

Broad Form Property Damage Coverage Requirement

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.

Automobile Liability Coverage Requirements

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.

Certificate of Insurance (COI)

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

Liability

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

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

Indemnification

Respondent hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless members of the Fayette County School District, and its officers, agents and employees (hereinafter collectively referred to as "Indemnities"), of and from any and 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 respondent, its agents, employees, subcontractors, or others working at the direction of respondent or on its behalf; or due to any breach of this response by respondent; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by respondent, its agents, employees, subcontractors, or others working at the direction of respondent or on its behalf.

- 1) This indemnification shall apply notwithstanding the fact that the indemnities may be partially responsible for the situation giving rise to the claim.
- 2) This indemnification shall apply notwithstanding the fact that a claim results in a monetary obligation that exceeds any contractual commitment.
- 3) This indemnification shall not apply if the situation-giving rise to the claim results solely from the negligence or willful acts of indemnities.
- 4) 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.

Hold Harmless Agreement

Through the submission of a response or acceptance of an award, contract, order, or agreement the respondent shall hold harmless the FCSD from any and 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.

- 1) 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

Subcontracting Guidelines

Except as may be generally or specifically permitted by the solicitation, 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 respondent under this response, or assign any of its rights or obligations herein. As such the following applies:

- 1) Consent of FCSD to use subcontractors must be obtained, which may be granted or withheld by FCSD in its sole discretion.
- 2) Respondent must notify FCSD of all subcontractors used to fulfill the submitted response, including those contracted by their agents (such as delivery services).

Subcontractor Standards

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

Award, Ordering, and Invoicing

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 set forth in the solicitation.

Board Recommendation

It is the current procedure of the FCSD 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.

- 1) A recommendation to award does not guarantee approval.
- 2) The board reserves the right to alter, cancel, or reschedule any meeting as well as table, reject, or investigate any recommendation to award.

Award Posting

Award information will be posted on the school system's website and is subject to review and approval by the FCSD.

- 1) 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.

Invoicing and Payment

Invoices may be emailed to invoices.finance@mail.fcboe.org or mailed to LaFayette Education Center, Building A, 205 LaFayette Avenue, Fayetteville, Georgia 30214, Attention: Accounts Payable. Invoices must include the following:

- 1) Vendor/contractor name
- 2) Address for remittance of payment
- 3) Contact number and email for invoicing issues

- 4) Location of delivery or service address
- 5) Unique invoice number
- 6) Clear listing of items ordered with quantities and price extensions
- 7) When applicable, discounts clearly marked
- 8) Corresponding FCSD purchase order or contract number

Payment Terms

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.

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