



Board of Education

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Dr. Jerry Bell, Superintendent

Haralson County Schools will be recognized as a leader in improving student achievement for ALL students.

HARALSON COUNTY SCHOOL DISTRICT
GENERAL TERMS AND CONDITIONS
BES/WHES GYM HVAC 55144/23/RFP/671

1. It is the proposer's responsibility to thoroughly read, in its entirety, all information within the Request for Proposal (RFP). Responses to documents and all questions must be submitted via email to stacy.gilbert@haralson.k12.ga.us by the deadline. Questions related to general information easily found within the RFP may not receive a response.
2. No warranty is made or implied as to the accuracy of the information contained in these specifications. This document has been assembled from reasonable information sources available to HCSD. If there are any facts which are known to have been omitted or appear to be erroneously stated, proposers should report them via email immediately to stacy.gilbert@haralson.k12.ga.us. By submitting a proposal, the proposer agrees that any error, misstatement or other mistaken information provided to proposers shall not invalidate any proposal accepted by HCSD. However, the proposer may be entitled to a commercially reasonable adjustment based upon correct information.
3. Proposals received after the date and time specified will not be considered.
4. By submitting a proposal, the proposer warrants that any goods or services supplied to HCSD meet or exceed specifications set forth in this RFP. Companies may deviate from Specifications if such deviation is considered by the proposer to be more advantageous to HCSD; however, ALL such changes MUST be clearly and fully identified, including cost savings and justified in a letter accompanying this proposal. Furnishing of cuts, catalogs or printed description will not relieve the proposer of this requirement.
5. The Proposer Order Information form (when included as part of the proposal) is REQUIRED from all proposers. All information requested must be complete. Proposer must disclose when individual items from the same manufacturer require **separate** shipping or when a proposer represents multiple manufacturer product lines that require separate orders. Upon review of Proposer Order Information form, HCSD reserves the

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right to request additional information, clarification of information provided, request or reject specific manufactures or individuals to provide services.

6. In accordance with O.C.G.A. §36-91-21(c) (2), HCSD reserves the right to discuss, negotiate, and request revisions of any proposal after submission prior to an award with proposers reasonably susceptible of being selected for the award of the RFP.
7. HCSD is exempt from all state sales tax and federal excise tax. These taxes shall not be included in the proposal.
8. Proposers shall state the unit price, individual price as well as the total price for each item where applicable. HCSD does not assume responsibility for mathematical errors. All prices submitted must be firm for the duration of the term specified in the cover letter for this RFP. Failure to do so may result in rejection of the proposal.
9. Where applicable, trade name, brand, or manufacturer specified in the RFP are intended for description and as an indication of the desired quality. Unless otherwise noted within the RFP, items of other manufacturers of equal or better specifications will be considered. You must note the manufacture trade name, brand, or manufacturer being submitted with the proposal and include the manufacture's catalog and/or brochure showing a picture of the item along with item detail such as manufacture code, case pack, item size, item description, case/item weight, case/item cube, etc. as may be applicable.
10. When requested, samples of items requested by the RFP must be provided at no additional charge to HCSD. Samples are to be submitted to the HCSD Facilities/Maintenance department. Samples must be tagged with proposer's name, manufacturer's name, and HCSD RFP item #. Samples will only be returned at the proposer's written request. The request must state the method of return at time of proposal submittal and the return will be at proposer's cost. If the proposer requests to pick up samples, pick up must be by appointment and within 30 days of award notification. Samples left with HCSD without return directions will become property of HCSD 31 days after notification. Samples for all awarded items become property of HCSD for product verification.
11. When assembly, installation, and/or setup are specified within the RFP, a proposer's representative should be present at the time of delivery to oversee assembly, installation, and/or setup.
12. When applicable, proposal shall include charges for assembly, setup, installation, shipping, delivery, handling, environmental fees, fuel surcharges, and any other costs associated with the RFP. HCSD will not pay any additional costs and fees not disclosed within the proposal.
13. When the RFP specifies assembly and/or installation of equipment or furniture, the proposer shall be responsible for removal of debris (packing, shipping materials, pallets, etc.) from Haralson County schools and offices.

14. When applicable, proposals must provide estimated delivery time after receipt of order or time of completion. Delivery/completion times in excess of the time specified in the RFP constitute a breach of contract. Prompt delivery/completion is a material element of the RFP. All time shall be stated in calendar days. Failure to deliver in accordance, as specified, could result in the proposer being declared in default. Time shall be considered of the essence
15. Proposers may be required to show they have the necessary facility, technical abilities, skills, experience, qualifications, available personnel, and the financial resources to execute the work in a satisfactory manner and within the time specified in the RFP.
16. HCSD reserves the right to accept or reject any part of the proposal submitted. Proposals may be accepted in whole or in part.
17. The length of time prices are in effect and the proposer order minimum requirements will be given serious consideration in making awards.
18. Proposals will be evaluated upon the following criteria:
 - A. Quality
 - B. Product/Delivery availability
 - C. References
 - D. Craftmanship
 - E. Cost/pricing including price escalation
 - F. Presentation
 - G. Litigation history
 - H. Warranty
 - I. Experience
 - J. Minimum Order Requirements
 - K. Volume discounts
 - L. Local Representatives/providers/vendors/manufacturers.
19. All proposers must schedule deliveries not to interfere with school operations. Proposers need someone to facilitate receiving deliveries. Failure to do this may result in refusal of order. HCSD will not be responsible for any charges related to unscheduled or nonconforming orders.
20. Construction/Renovation project orders are identified on the purchase order. Delivery date required for purchase orders for new construction/renovation projects are estimates based off of substantial completion dates. Do not ship without confirming delivery appointment. HCSD is not responsible for orders shipped without confirmed delivery appointment and/or received by personnel other than HCSD personnel and HCSD will not pay any associated costs.

21. Preference may be given to the proposer who has a local representative assigned to North Georgia to coordinate shipments and/or services and work closely with the School District should problems arise.
22. Quantities of goods and/or services described in this RFP are estimates. Quantities or services actually ordered or utilized may vary from the description stated within the RFP due to budget limitations, availability of funds, or needs. Unless otherwise specified, HCSD does not guarantee the quantity of products or services to be purchased or utilized. In the event HCSD wishes to purchase goods or services in excess of the RFP specifications, proposer shall supply the additional goods or services upon the same terms, conditions, and price as reflected within the proposal.
23. It is the proposer's responsibility to ensure that all purchase orders/equipment/services are delivered and received within the order lead time specified within this RFP.
24. HCSD RESERVES THE RIGHT TO IMPOSE A CHARGE OF 1% of the gross amount of the purchase order/equipment cost/service cost for every day that any portion of the order is not delivered when specified. This additional charge is not intended as a penalty but a reasonable estimate of damage to HCSD for late or unfulfilled orders.
25. It is the proposer's responsibility to ensure that all invoices for purchase orders/equipment/services are received in a timely and accurate manner. HCSD reserves the right to impose a charge of 2% of the gross amount of the purchase order/equipment cost/service cost for handling fees related to invoice discrepancy when the purchase order was confirmed at time of order placement and/or award pricing and term exist. This additional charge is not intended as a penalty but a reasonable estimate of damage to HCSD for late or unfulfilled orders
26. Each purchase order/service order shall be issued representing the total quantity of the goods or services required by HCSD. Payment shall be made, net 30, after complete authorized delivery or completion of the service specified.
27. Insurance Requirements: During the term of this award, the proposer shall maintain comprehensive general liability insurance, automobile liability, and professional liability/errors and omissions insurance with individual limits of not less than one million dollars and a minimum of \$500,000 in Employers Liability insurance limits and Georgia statutory limits for workers compensation insurance on a form satisfactory to HCSD underwritten by financially stable companies ("A" rated or better). A Certificate of Insurance, in a form satisfactory to HCSD evidencing said coverage shall be provided to HCSD as part of this proposal. The general liability insurance policy shall be endorsed to include HCSD as an Additional Insured, and this shall be noted on the Certificate of Insurance. No insurance will be acceptable unless written by a company licensed by the Georgia State Insurance Commissioner to do business in the State of Georgia at the time the policy is issued and the company must in addition be acceptable to HCSD. Each policy of insurance shall provide advance notice of cancellation of insurance to the School District. These requirements apply to self-insured as well. Additional insurance limits may

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be required as determined by School District personnel based on a review of the proposal. In the event the insurance required hereby provides insurance coverage on a Claims-made Coverage basis (*A policy of insurance providing coverage that is triggered when a claim is made against the insured during the policy period*) rather than Occurrence Coverage (*A policy of insurance that provides coverage for incidents occurring during the policy period regardless of when the claim is made*). Proposer must assure that the Claims-made policy must provide (i) that the retroactive date of the policy be shown, and such date must be prior to the effective date of this contract; (ii) the required insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract (“tail coverage”);(iii) if the required insurance policy is canceled or non-renewed during the term hereof together with the three (3) additional years of tail coverage required in (ii), and not replaced with another claims-made policy exhibiting a retroactive date of coverage prior to the contract effective date, Proposer must purchase “extended reporting” coverage for a minimum of three (3) years after completion of the contract.

28. Third Party Employee Fidelity Insurance Requirements

- A. If the proposer will be working on HCSD premises or have access to a HCSD computer system, then Third Party Employee Fidelity coverage is required.
- B. During the term of this award, the proposer shall maintain Employee Fidelity Insurance with a minimum of \$250,000 in limits per employee. Additional insurance limits may be required as determined by School District personnel based on a review of the proposal. The policy must be endorsed to modify the policy to include coverage on the School District’s premises and this shall be so noted on the Certificate of Insurance.
- C. Each policy of insurance shall provide advance notice of cancellation of insurance to the School District. A Certificate of Insurance, in a form satisfactory to the School District, evidencing said coverage, shall be provided to the School District within fifteen (15) days of Award Notification and prior to the performance of any services.

29. Cyber Liability/Data Breach Insurance

Proposer shall maintain for the term hereof Cyber Liability/Data Breach Insurance that will provide insurance coverage to Proposer (First party coverages) and HCSD (Third party liability coverages) to reimburse damages, assessments, fines, the cost of investigation, response and crisis management for any Data Breach caused by the Proposer, its employees, agents or sub-contractors in an amount of no less than Three Million Dollars (“\$3,000,000”) per occurrence. Such insurance shall be provided with an insurance company authorized to transact business in the State of Georgia with an AM Best rating of “A” or better. A certificate of such insurance shall be provided to HCSD evidencing said coverage and naming HCSD as additional insured prior to execution hereof. In addition, such insurance may not terminate or be non-renewed without providing Client at least thirty (30) days’ notice of termination or non-renewal.

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30. Indemnification and Hold Harmless: Proposer shall indemnify and hold harmless HCSD, its officers, agents and employees from:
- A. Any claims, suits, activity, liability, expenses, damages and attorney fees in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, in part or in whole, from the negligent or intentional acts or errors and/or omissions of Proposer, its officers, employees and/or agents, including its sub or independent contractors, resulting from, arising out of, or occurring in connection with the performance of the award.
 - B. Any claims, damages, penalties, costs and attorney fees arising from any failure of Proposer, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - C. HCSD will not indemnify, defend or hold harmless in any fashion the Proposer from any claims arising from any failure, regardless of any language in any attachment or other document that the proposer may provide.
 - D. Proposer shall pay HCSD any expenses incurred as a result of Proposer's failure to fulfill any obligation in a professional and timely manner under this award, including reasonable attorneys' fees incurred.
31. Claims and Suits: If the answer to any question below is yes, please attach details.
- A. Has your organization ever failed to complete any work awarded?
 - B. Are there any judgments, claims, legal proceedings or suits pending or outstanding against your organization or its officers?
 - C. Has your organization filed any lawsuits or any other legal proceedings with regard to the company's delivery of goods and services within the last ten years?
32. Right to Privacy/Data Security: Proposers shall maintain compliance with any and all laws pertaining to an individual's right to privacy and shall not divulge any information to unauthorized parties nor use data in any way that is or may be in conflict with state and/or federal laws.
33. The proposer certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item (s), and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. The Non-Collusion Certification must be completed and submitted as part of this proposal.
34. The Debarment and Suspension Certification must be completed and submitted as part of this proposal.
35. Where applicable, the proposer shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State, and Federal Laws, ordinances, rules and regulations. The proposer shall maintain the licenses

required in a current status after award and throughout the course of the proposer's association with HCSD.

36. Inspection of Work: The proposer shall assume the responsibility of furnishing all products, services, labor, and materials for all work in accordance with these specification as well as industry standards. Any inspection of the work by HCSD shall in no way affect said responsibility and undertaking of the Proposer; nor shall the failure of any of the foregoing to discover or to bring to the attention of the Proposer the existence of any work or materials not in accordance with said documents in any way affect such obligation of the proposer of the rights and remedies of HCSD.
37. All Sub-Contractors shall be bound by all requirements and specifications as stated and required within this RFP. At a minimum the following must be included with this proposal: list of names of all sub-contractors, all services sub-contractor will perform, Business References for each sub-contractor, and Signed Acknowledgement of Terms and Conditions for each sub-contractor, and Insurance Certificate for each sub-contractor. HCSD reserves the right to reject the use of any sub-contractors for services. The Sub-Contractor Form must be provided as part of this proposal, name of form: *Sub-Contractor Form*.
38. In the event any property or service proposed within original RFP submittal furnished by the awarded proposer should for any reason not conform to the specifications contained herein or to the sample submitted by proposer with this proposal, or fail to perform the services in accordance with specification of award, proposer shall be considered in default upon failure to cure such deficiency within forty-eight (48) hours of verbal or written notification of unsatisfactory or nonconforming property or service. Upon such default, HCSD may reject the property or service and the proposer shall not be paid for any part of that order or service. If the award is terminated for default, proposer may be asked to remove or return equipment or product from HCSD facilities at no cost or penalty to HCSD. HCSD may elect, with its own personnel, to remove product or equipment from any HCSD facility and make it available for proposer to pick up at one central location. In the event of uncured default, HCSD may procure such goods or services from other sources including the next best proposal. HCSD shall have the absolute right to deduct from any monies due the proposer or that may thereafter become due the difference between the RFP cost and the actual cost of the property or service to be replaced or substituted. Failure by a proposer to perform on delivery of goods or services as specified may also result in the removal of the proposer from doing business with HCSD for a period of up to two years.
39. It is the proposer's responsibility to notify and obtain the approval, in advance, in writing by HCSD, Attn: Stacy Gilbert, Facilities/Maintenance, of any substitution or changes made to product/service after the award is made, including model #'s, item specifications, case pack along with product sample prior to shipment. The notification will require an explanation for the changes. HCSD reserves the right within their sole and absolute discretion to reject any and all substitutions or changes. Failure to notify and obtain the written approval in advance may cause the shipment to be rejected at the shipper's

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expense. HCSD reserves the right to award all or part of the supply agreement to another proposer if there is a failure to notify and receive express permission of substitutions or changes in product or services to be provided.

40. Proposer must submit, where applicable, a detailed manufacture warranty statement/certificate for each item proposed. Proposers are required to submit warranty repair procedures in detail. Proposers are also required to submit a listing of all local Authorized Manufacture Warranty repair locations. All manufacturers are required to be authorized and certified for making warranty repairs. A copy of certification should be included in the complete proposal package.
41. Proposers are required to submit a listing of local service/repair locations and contact information.
42. HCSD reserves the right to terminate for convenience the award through this solicitation. In addition, proposer agreements must include a provision which requires that the award will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the School District under the award or any other provision reasonably necessary to protect the interests of the School District. Successful proposer must include at least by reference in any contract, purchase order, lease or other evidence of understanding the provisions of OCGA § 20-2-506 (b) which states:

“ (b) Except as otherwise provided in this Code section, each county, independent, or area school system in this state shall be authorized to enter into multi year lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies, provided that any such contract shall contain provisions for the following:
 - (1) The contract shall terminate absolutely and without further obligation on the part of the school system 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 in this Code section;
 - (2) 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 school system and specified in the contract;
 - (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, if renewed;
 - (4) The total combined annual payments for contracts under this Code section and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution in any calendar year, excluding guaranteed energy savings contracts, shall not exceed an amount equal to 7.5 percent of the total local revenue collected for

maintenance and operation of the school system in the most recently completed fiscal year; provided, however, that the foregoing limitation shall not apply to contracts with other public educational entities, including school systems in this state, for the education of students; and

(5) For each guaranteed energy savings contract, a school system shall document the historical energy cost of each structure affected for a period of at least one year prior to the date of the contract and shall document the monthly energy cost and monthly energy savings of each affected structure for the life of the contract.”

43. HCSD has the right to review proposer performance at any time as it relates to reliability, service, delivery, meeting requirements stated within this RFP, and invoice discrepancies and cancel current award and award to another proposer if deemed in the best interest of the School District.

44. Proposer must submit a minimum of five (5) business references, School Boards or other clients of similar size and nature to HCSD for which a project comparable to the scope of this project was completed by using the Reference Form provided with this proposal.

45. It is the proposer’s responsibility to submit a list of all contact persons assigned to HCSD. This should include the primary and secondary contact and individuals responsible for handling of installation, implementation, training, invoicing, customer service, etc. The list should include contact name, title, address, phone number, email, and explanation of duties and responsibilities. The company contact list must be submitted and included separately within this proposal.

46. It is the proposer’s responsibility to update the portal with any address, phone, email, and/or contact personnel changes. HCSD will not be held responsible for missed correspondence or failure to receive future solicitations due to changes in contact personnel information not submitted to HCSD prior to submittal of correspondence and/or future solicitations.

47. The proposer must disclose ANY and ALL miscellaneous and additional charges that may not be listed on HCSD proposal form. These charges will be taken into consideration at time of award. Unless stated, no other charges will be approved for payment for services rendered.

48. Proposer shall submit a copy of Drug-Free Workplace policy and procedures. Proposers are required to provide a statement of compliance with a Drug-Free Workplace Program for all employees working in HCSD schools.

49. The proposer agrees to perform state and national background checks on any employees, agents, and sub-contractor’s employees and agents who will be working on the HCSD’s property and may come within contact or proximity to children. Proposer agrees to exclude all employees, agents, and sub-contractor’s employees and agents from HCSD’s property who have been convicted of a crime involving moral turpitude or been placed on

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any State or Federal sex crime registry. Proposers are required to provide a statement of compliance.

50. The proposer is required to sign and submit as compliance *HCS D Guidelines for Proposer/Non-Employee with Limited Access to Students*.
51. Security Requirements: All proposers and their employees working on HCS D property must report to the front office of the site they are servicing to sign in when arriving and sign out when departing. They must wear a reflective vest issued by the maintenance department, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. Awarded proposer shall provide and institute necessary security measure to prevent **unauthorized** access to any and all computer networks, Proprietary Information, trade secrets and/or Student Information by any of its employees or agents, and proposer shall be liable and responsible to HCS D for any and all security breaches by its employees or agents.
52. Services should be scheduled so as to not interfere with normal school activities.
53. All areas of work shall be left in a clean condition. All debris shall be removed on a daily basis. No material, chemicals, equipment, or tools shall be left unattended. Students must be kept away from the area while work is in progress.
54. Proposers are required to submit, at minimum, all requested information. However, any additional information or recommendations will be considered.
55. All property or services furnished shall comply with all applicable Federal, State, and Local laws, codes, and regulations. When all factors are equal, local products will receive preferential treatment.
56. Proposer shall execute a contract substantially similar to the SAMPLE CONTRACT attached hereto.
57. Awards will not be determined at time of proposal opening in order to allow for thorough analysis and tabulation of all proposals received. Award notifications will be posted to Georgia Procurement within 30 days of receipt of proposals. Phone calls or emails requesting award status during the analysis and tabulation period shall not be made to any HCS D representative.
58. Where applicable, term may be extended if requested by the successful proposer at least 120 days in advance of the current term of expiration by request to Haralson County School District, attn: Stacy J. Gilbert, Facilities/Maintenance, 299 Robertson Avenue, Tallapoosa, GA 30176.
59. All protests disputing a proposal award must be submitted in writing to Haralson County School District, attn: Stacy J. Gilbert, Facilities/Maintenance, 299 Robertson Avenue, 299 Robertson Ave. Tallapoosa, GA 30176 • Phone (770) 574-2500 • Fax (770) 574-2225

Tallapoosa, GA 30176, within five (5) calendar days of the proposal award. Any protest received after the time periods set forth above will not be considered. HCSD will only consider protests from proposers who submitted a timely proposal for the applicable RFP or those who were prevented from doing so due to an alleged irregularity. The initial protest should include all matters the proposer wishes HCSD to consider in deciding the protest outcome. At a minimum, the protest must include the following:

- A. Appropriate identification of the solicitation;
- B. School name and project description (if applicable);
- C. Nature of protest;
- D. Documentation supporting the protest and/or allegations, including any supporting exhibits and/or evidence;
- E. Statement of the specific relief requested; and
- F. Signed by a company officer authorized to sign contracts on behalf of the proposer submitting the protest.

Issues not raised in the initial protest shall be deemed waived with prejudice.

Protests should be sent by U.S. Mail, hand delivered, or emailed to:

Stacy J. Gilbert, Facilities/Maintenance
Haralson County School District
299 Robertson Avenue
Tallapoosa, GA 30176
stacy.gilbert@haralson.k12.ga.us

The outside of the envelope or subject line of the email should clearly state **“BES/WHES GYM HVAC 55144/23/RFP/671”** in large, bold letters. Protests will be deemed received when they are physically received by the Procurement Services Department. Faxes are unacceptable methods of delivery and will be rejected. HCSD will thoroughly review and evaluate all protests and base the decision on the merits of the protest. A written response will be provided by HCSD within ten (10) working days of the receipt of the protest.

60. Clean Air/Clean Water Statement

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Proposer certifies that none of the facilities it uses to produce goods provided under the award are on the Environmental Protection Authority (EPA) List of Violating Facilities. Proposer will immediately notify the Procurement Services Department of the receipt of any communication indicating that any of the proposer’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

61. Equal Employment Opportunity Compliance Statement

In accordance with Federal Law and U.S. Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to the: USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have

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speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

62. Civil Rights Statement

In accordance with Federal Law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964

(42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et

seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of

1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

63. Record Retention and Access Clause

When federal funds are involved the proposer shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the School District, throughout the term of the award and for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The proposer shall permit the Auditor of the State of Georgia or any authorized representative of the HCSD, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the proposer relating to orders, invoices or payments or any other documentation or materials pertaining to the award, wherever such records may be located during normal business hours. The proposer shall not impose a charge for audit or examination of the proposer's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Haralson County Board of Education reserves the right

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to charge the proposer for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

64. Potential Small Businesses, Minority and Women's Business Enterprises

It is the intent of HCSD to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.

65. Buy American Policy (School Nutrition Program)

HCSD may give preferential treatment to proposers providing domestic commodities and products as required by the Federal "Buy American" Policy. The Policy participants in the National School Lunch Program and School Breakfast Program are required to use the nonprofit school nutrition funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21 (d). Proposers may be required to provide documentation verifying domestic origin of products as defined in 7 CFR 210.21 (d), if requested.

66. This RFP is considered professional in nature. Proposer is expected to possess and maintain a current Georgia State Contractor's License (if applicable), or credentials pertaining to the RFP. Submit a copy of the license or the license number or credentials with the proposal documents.

67. In an effort to streamline the RFP process, HCSD requires electronic payments of invoices when possible. Please submit a statement with the RFP documents confirming proposer's ability to accept electronic forms of payment in lieu of a paper remittance. If proposer is not currently able to accept electronic forms of payment for invoices, please submit a statement with the RFP documents indicating when the proposer will be able to do so. Proposer must commit to acceptance of electronic payment of invoices within 12 months.