

**HOUSTON COUNTY SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS**

**For**

**PROPANE AUTO GAS**

**RFP NUMBER 25-026**

For all questions about this RFP contact via email:

L. Renee Langston CPPB, Issuing Officer

PH. - 478-988-6211 ext. 4

FAX – 478-988-6212

EMAIL – [renee.langston@hcbe.net](mailto:renee.langston@hcbe.net)

**RELEASED ON:**

**February 28, 2025**

**DUE ON:**

**March 26, 2025; 2:00 P.M. Eastern Time**

1.0 INTRODUCTION

## Purpose of Procurement

## The HOUSTON COUNTY SCHOOL DISTRICT, hereafter referred to as the “District,” is requesting proposals for Propane auto gas.

## 

## 1.2 Proposal Certification

The HOUSTON COUNTY SCHOOL DISTRICT certifies the use of competitive sealed bidding will not be practical or advantageous to the District in completing the acquisition described in this RFP.  Competitive sealed proposals will be submitted in response to this RFP. All proposals submitted pursuant to this request will be made in accordance with the provisions of this RFP.

## 

## Schedule of Events

## This Request for Proposals will be governed by the following schedule:

|  |  |  |  |
| --- | --- | --- | --- |
| 02/28/2025  03/12/2025 |  | Release of RFP  Deadline for questions |  |
| 03/26/2025 |  | Proposals due |  |
| 07/01/2025 |  | Service begins |  |

## 

## 1.4 Restrictions on Communications with Staff

All questions about this RFP shall be submitted in the following format:

Company Name

1. Question

Citation of relevant section of the RFP

2. Question

Citation of relevant section of the RFP

Questions shall be directed in writing to the Issuing Officer: [renee.langston@hcbe.net](mailto:renee.langston@hcbe.net) OR

Fax: 478-988-6212

From the issue date of this RFP until a Vendor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any District staff except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The District reserves the right to reject the proposal of any Offeror violating this provision. All questions concerning this RFP shall be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the District. Questions and answers will be posted to the HCSD website as they are received. Website address is <https://www.hcbe.net/purchasing/openbids>.

## 

## 1.5 Definition of Terms

Board – HOUSTON COUNTY SCHOOL DISTRICT

Contractor – Respondent to this Request for Proposal

District – HOUSTON COUNTY SCHOOL DISTRICT

HCSD – HOUSTON COUNTY SCHOOL DISTRICT

OCGA – Official Code of Georgia Annotated (State Statute)

Offeror – Respondent to this Request for Proposal

RFP – Request for Proposal

Vendor – Respondent to this Request for Proposal

## 1.6 Contract Term

Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement. If it is determined that a contract is established for this project, for the duration of the contract term established through this RFP, contracts will automatically be renewed on January 1 of each year unless notified in writing by HCSD.

The initial contract term is one (1) year, or less, from July 1, 2025 through the end of the current calendar year and will automatically renew not to exceed 5 years (60 months) unless cancelled as specified herein.

**MULTI-YEAR CONTRACTS** - Pursuant to O.C.G.A. 20-2-506, the contract shall terminate absolutely and without further obligation at the close of the calendar year. Renewals shall be based on the calendar year, shall depend upon funding, contractor performance, and agreement by both parties. The contract shall automatically renew, unless positive action is taken by the school system, and shall terminate at the end of the contract period

## 1.7 Background

For information on the HOUSTON COUNTY SCHOOL DISTRICT please go to [www.hcbe.net](http://www.hcbe.net).

**1.8 Submission Expenses**

The District shall not be liable for any expenses incurred by the Offeror in responding to this RFP. This shall include expenses incurred by the Offeror to conduct product demonstrations at the District site.

**1.9 Right to Purchase**

HCSD reserves the right to purchase from any source to include existing or future state or federal contracts, cooperatives or from any submitted proposals.

# 2.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements, which must be addressed in the proposal before further consideration will be given. Each response must reference the item number it is in reference to (i.e., 2.1.a, 2.1.b, etc.).

**Project Objective**

Our objective is to supply the Houston County School District with propane Autogas for approximately 111 buses, with the intent to accommodate future growth the terms and conditions of this document.

**2.1 General Requirements**

**2.1.1** Vendor must be able to provide and deliver propane auto gas to the Houston County School District.

**2.1.2** The district owns all the on-site propane fueling infrastructure, including:

* + - 1. 18,000 gallon on-site tank
      2. Two (2) pumps
      3. Four (4) dispensers

**2.1.3** Vendor must be able to provide timely, bulk deliveries of propane auto gas (9000+ gallons) at a time.

**2.1.4** Vendor must be able to provide emergency fueling of vehicles in the event of our equipment failure or a loss of power at the on-site fueling location for an extended period.

**2.1.5** Vendor must be capable of arranging prompt, off-site delivery of fuel should one of our buses be in an area that has no accessible propane stations.

* + 1. Vendor must structure the pricing using the Dixie Pipeline Terminal (Milner, Ga) average

as the base price.

* + 1. Contract term will be for one year with the option for up to four years renewals.
    2. Vendor must install monitor device to track fuel level and deliver on a timely basis.
    3. All delivery fees or other charges must be included in the proposal.

## 2.2 Service and Support

**2.2.1** Provide service and support options with cost for single year and multi-year contracts up

to five years. List the details of what is all included in the service and support plan.

## 2.3 Company Background and Experience

Offeror will describe their background, relevant experience, and qualifications, including, but not limited to the following:

## 2.3.1 Company Structure

## The Offeror will include in the proposal the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved and the office location that will be the point of contact during the term of any resulting contract.

## 2.3.2 Experience

The Offeror shall include in the technical proposal the number of full consecutive years they have been operating under their current business name.

The Offeror will provide a list of at least 3 clients for whom similar services, as detailed in this RFP, have been provided during the past three years.  The list must include:

* dates of service
* name of contact person
* title of contact person
* phone number and email address of contact person

The Offeror will also disclose any services terminated by the client(s) and the reason(s) for termination.

**2.3.3** Vendor shall be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this RFP. Vendor shall be required to adhere to all applicable local environmental ordinances. Ignorance on the part of the Vendor will in no way relieve the Vendor from responsibility.

**2.3.4** Vendor shall be responsible for obtaining all required permits applicable to performance under any single order placed against this RFP. Cost of any permits required are the sole responsibility of the Vendor.

# 3.0 PROPOSAL SUBMISSION AND EVALUATION

## 3.1 Process for Submitting Proposals

## 3.1.1 Preparation of Proposal

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Offeror should reference these materials in the technical proposal, identifying the document, and citing the appropriate section and page(s) to be reviewed.

## 3.1.2 Packaging of Proposal

The Offeror's proposal in response to this RFP must be divided into two appropriately labeled and sealed packages - a Technical Submission and a Financial Proposal.

Include original and one (1) copy of technical submission and one (1) copy of the financial proposal. In addition, submit digital copy of all documents on USB flash drive with the financial response form in **EXCEL** format only. **Do not include cost information in the technical submission.**

The contents of each package will include:

Technical Submission

Proposal Certification (Attachment A)

Immigration and Security Form (Attachment B)

Certificate Regarding Debarment, Suspension, Ineligibility (Attachment C)

Contract Exceptions (Attachment D)

Non-collusion affidavit (Attachment E)

Technical Proposal, addressing all requirements in Section 2.0

Financial Proposal

Financial Proposal (Attachment F)

The Offeror must use the Financial Proposal Form provided as a part of this RFP.

Mark the outside of shipping package as follows:

Name of Company

Phone Number and Point of Contact for Company

RFP # 25-026

Due March 26, 2025; 2:00 P.M. Eastern Time

## 3.1.3 Submission of Proposals

Proposals must be submitted to:

HCSD – Purchasing Dept.

L. Renee Langston, CPPB

200 Jerry Barker Drive

Warner Robins, Georgia 31088

**Mail, hand delivery, or put in drop box located in front of building at above address. Any proposal received after the due date and time will not be evaluated. Faxed or Emailed proposals will not be accepted.**

## 3.2 Evaluation Process

The evaluation of proposals received on or before the due date and time will be conducted in the following phases.

## 3.2.1 Administrative Review

The proposals will be reviewed by the Issuing Officer for the following administrative requirements:

* Submitted by deadline
* Separately sealed Technical Submission and Financial Proposal
* All required documents have been submitted
* Technical Submission does not include any information from the Financial Proposal
* All documents requiring an original signature have been signed and are included

## 3.2.2 Proposal Evaluation

Proposals which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 2.0 are addressed satisfactorily.

The following are the maximum possible points of each category:

|  |  |
| --- | --- |
| RFP Response Requirements | 200 Points |
| Functionality | 200 Points |
| Company Background, Experience History | 200 Points |
| Cost | 400 Points |

## 3.2.3 Oral Presentations

The District reserves the right to choose and invite Offerors to present their technical solution to the Technical Evaluation Team. The Financial Proposal must not be discussed during the oral presentation. All Offerors submitting proposals may not be asked to make a presentation.

## 3.2.4 Financial Proposal Evaluation

Offerors shall use only the Financial Proposal Forms provided with the RFP. (Attachment F)

## 

## 3.2.5 Identification of Apparent Successful Offeror

The resulting Financial Proposal scores will be combined with the Technical Proposal score. The Offeror with the highest combined technical and financial score will be identified as the apparent successful Offeror.

## 3.3 Rejection of Proposals/Cancellation of RFP

The District reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the District. It is also within the right of the District to reject proposals **that do not contain all elements and information requested in this document**. The District reserves the right to cancel this RFP at any time. The District will not be liable for any cost/losses incurred by the Offerors throughout this process.

# 4.0 TERMS AND CONDITIONS

## 4.1 RFP Amendments

The District reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the HCSD Purchasing website, located at: <https://www.hcbe.net/purchasing/openbids>. Offerors are encouraged to check this website frequently.

## 4.2 Proposal Withdrawal

A submitted proposal may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a proposal shall be signed by an authorized individual.

## 4.3 Cost for Preparing Proposals

The cost for developing the proposal is the sole responsibility of the Offeror. The District will not provide reimbursement for such costs.

## 4.4 Sample Contract

The Sample Contract, which the District intends to use with the successful Offeror, is attached to this RFP and identified as Appendix D. Exceptions to the Contract should be identified and submitted with the Offeror's proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 2.0. Final Contract must be governed by the laws of the State of Georgia only. Refer to <https://tinyurl.com/2p8x6rwn> for terms and conditions prohibited by governmental entities in the State of Georgia.

Prior to award, the apparent winning Offeror will be required to enter into discussions with the District to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the Offeror's proposal.

The District reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein or give the successful Offeror a competitive advantage.

## 4.5 Conflict of Interest

If an Offeror has any existing client relationship that involves the Houston County School District, the Offeror must disclose each relationship.

## 

## 4.6 Compliance with Laws

The Vendor will comply with all State and Federal laws, rules, and regulations.

**4.7 Evidence of Insurance**

a) The successful Vendor, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFP the following insurance:

|  |  |
| --- | --- |
| Coverage Limits of Liability | |
| Workers’ Compensation | Statutory |
| General Liability/Property Damage | $1,000,000 each occurrence  $2,000,000 aggregate |
| Personal Injury | $1,000,000 each occurrence  $2,000,000 aggregate |
| Automobile Liability/Property Damage | $1,000,000 each occurrence |
| Bodily Injury | $1,000,000 each occurrence  $2,000,000 aggregate |

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to HCSD a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Houston County School District, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the District. Such a certificate shall be issued to: Houston County School District.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

**4.8** The Vendor shall be responsible for the protection of HCSD premises and property and will be held liable for any damages caused by the Vendor, Vendor’s employee(s) or Vendor’s agent(s) during the execution of purchase orders or contracts resulting from this RFP.

**4.9** A. The Vendor does hereby indemnify and shall hold harmless Houston County School District, It’s Board members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as “Indemnified Party”) against all claims, demands, causes of actions, actions, judgments or other liability including attorney’s fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Vendor’s performance or failure to perform this agreement, including but not limited to:

(1) All injuries or death to persons or damage to property, including theft.

(2) Vendor’s failure to perform all obligations owed to the Vendor’s employees including any claim the Vendor’s employees might have or make for privilege, compensation or benefits under any HCSD benefit plan.

(3) Any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.

B. The Vendor’s obligation to indemnify the Indemnified Party will survive the expiration or termination of this agreement.

**4.10 Remedy for Non-Performance**

Remedy For Non-Performance - In the event that either the vendor or HCSD defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

# Attachment A

## PROPOSAL CERTIFICATION

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Vendor.

SUBMITTED BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_ST\_\_\_\_\_ZIP\_\_\_\_\_\_\_

TELEPHONE NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment B

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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 on behalf of HOUSTON COUNTY SCHOOL DISTRICT 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 will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction 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). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Work Authorization User Identification Number Date of Authorization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name of Contractor Name of Project

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ­­­\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Attachment C

**Certificate Regarding Debarment, Suspension, Ineligibility**

The Houston County School District is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

# Attachment D

## DISTRICT STANDARD CONTRACT

## SAMPLE CONTRACT

**CONTRACT**

This writing shall constitute the entire agreement between the Houston County School District, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

***(vendor)***

**AGREEMENT:** The Houston County School District agrees to the services provided by (VENDOR)\_as listed herein and as modified from time to time. This agreement supersedes any purchase order issued in the course of executing this agreement. (VENDOR)\_ agrees to provide the services and equipment listed herein in accordance with the terms and conditions herein and certifies that such services and equipment is as proposed in Houston County School District RFP # 25-026. This agreement may be modified only by written agreement and not by course of performance. This agreement becomes effective on \_\_\_\_\_ or on the day it is signed by all parties, whichever is later and will continue as indicated below.

**DEFINITIONS:** The meanings of the words below as used herein are defined as follows.

1. "District” as used herein means the Houston County School District, a political sub-division of the State of Georgia.
2. “Vendor or Contractor” as used herein means the company that will be awarded the contract.

**LAW:** The laws of the State of Georgia shall prevail in all matters concerning this contract.

**TERM:** Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement. In addition to other requirements, the following are specifically enumerated.

1. This contract will terminate absolutely and without further obligation on the part of the School District at the close of each calendar year. Unless the Board votes to cancel or non-renew, the contract will automatically renew at the end of each calendar year for a successive calendar year. The total contract periods shall not exceed 60 months, except as provided herein.
2. This contract may be extended for no more than 3 months immediately following the expiring contract year.

**TERMINATION:**

1. The Houston County School District may terminate this contract in accordance with O.C.G.A. 20-2-506.
2. The Houston County School District may terminate this contract for non-performance of Contractor in any material respect and at the close of each calendar year by giving not less than 60 days notice to contractor.
3. The Contractor may terminate this contract for non-performance of the District in any material respect or at the close of each calendar year by giving written notice to the District not less than 60 days prior to termination.
4. The Contractor and the Houston County School District may mutually agree to terminate this contract at any time.
5. Upon total termination of this contract due to any reason, the District shall only be liable for the cost of unpaid past service periods. This District will release all equipment provided by this contract.
6. This contract will terminate absolutely and immediately at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of this contract.
7. In the event of termination at the end of any calendar year period, the District shall only be liable for the cost of unpaid past service periods.

**PRICE:**

To be completed after proposal evaluation.

**TAXES:**

1. The Contractor shall be responsible for all taxes and fees and shall pay all taxes and fees brought about by this agreement.
2. The District shall provide the Contractor with a Sales & Use Tax Exemption Form.

**INDEMNITY:** To the extent permitted by law:

1. The parties to this Agreement will indemnify, defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorney's fees) ("claims") arising out of any breach of this Agreement except to the extent caused by the negligence or intentional acts or omissions of the other.
2. The District shall not be required to insure the equipment provided under this contract from loss.
3. The District shall not be responsible for loss or damage to equipment.

**ASSIGNMENT:**

1. The Contractor shall not sell, assign, or transfer this agreement without the written consent of the District.

Houston County School District Offeror\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

# 

**Attachment E**

**Non-Collusion Affidavit**

(Form must be completed and returned with submission.)

Houston County School District C/O HCSD, Perry, GA 31069

I state that I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Title* *Name of Vendor*

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal and I state that this proposal is made in good faith.

I state that:

1. The price(s) and amounts of this proposal have been arrived at independently and without consultation, communication or agreement with any other Vendor, Offeror, or potential Offeror; neither the approximate price(s) have been disclosed nor will they be disclosed before proposal opening to any other Vendor, Offeror or potential Offeror.
2. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a financial proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its affiliates, subsidiaries, officers,

*Name of Vendor*

Directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the HCSD of the true facts relating to submission of proposals for this contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Date Title or Position

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

# Attachment F

FINANCIAL PROPOSAL

25-026

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **BID 25-026 PROPANE AUTO GAS** | | | | | |
| **Cost Per Gallon** | **Delivery Cost** | **Emergency Fueling Cost per Gallon** | **Off Site Fueling Cost per Gallon** | **Additional Cost** | **Comments** |
| $ | $ | $ | $ | $ |  |

Pricing Structure using the Dixie Pipeline Terminal (Milner, Ga) average as the base price.

Can purchase be made via credit card? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit card fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Phone/Fax #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Above: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_