



HOUSTON COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSALS

For

Warner Robins Middle School (WRMS) Track

Repaving

RFP NUMBER 25-029

For all questions about this RFP contact via email:

Jessica Deese, CPA, Issuing Officer

PH. - 478-988-6211 ext. 5

EMAIL – jessica.deese@hcbe.net

RELEASED ON:

April 30, 2025

DUE ON:

May 30, 2025; 2:00 P.M. Eastern Time

1.0 **INTRODUCTION**

1.1 **Purpose of Procurement**

The Houston County School District (herein after referred to as “District”) is seeking proposals for repaving of the athletic track located at Warner Robins Middle School as specified within this solicitation.

1.2 **Proposal Certification**

The Houston County School District (HCSD) certifies that 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.

1.3 **Schedule of Events**

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

Release of RFP	April 30, 2025
Mandatory Site Visit	May 8, 2025, at 08:30 AM EST.
Deadline for written questions Email questions to: jessica.deese@hcbe.net	May 15, 2025, at 5PM EST.
Deadline for question response posted on our webpage	May 20, 2025, at 5PM EST.
Proposal Due Date	May 30, 2025, at 2 PM EST.

Dates listed above may be amended as appropriate by the Director of Purchasing. Potential Offerors should check the website, <https://www.hcbe.net/purchasing/openbids>, daily.

1.4 **Restrictions on Communications with Staff/Questions**

All questions about this RFP must 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 must be directed in writing via to the Issuing Officer:

jessica.deese@hcbe.net or Fax: 478-988-6212

From the issue date of this RFP until a contractor 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 must 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 by the date listed on the Schedule of Events. Website address is <https://www.hcbe.net/purchasing/openbids>.

1.5 Definition of Terms

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

Contractor – Respondent to this Request for Proposal

Vendor – Respondent to this Request for Proposal

RFP – 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.

1.7 Background

For information on the Houston County School District, visit www.hcbe.net.

1.8 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.

1.9 Delivery of Proposals

All proposals must be delivered to the Houston County Purchasing Department, 200 Jerry Barker Dr. Warner Robins, Ga. 31088. HCSD will not be responsible for any proposals delivered incorrectly or not received by the specified date and time.

1.10 Mandatory Site Visit

All Vendors submitting proposals are required to attend the mandatory site visit on **May 8, 2025, at 8:30 A.M. at Warner Robins Middle School, 425 Mary Lane, Warner Robins, GA 31088.** Meeting will begin at the front entrance of the school and a Maintenance Department representative will conduct a tour of the job site where work is to be performed. Vendors who fail to participate in the mandatory site visit will not be considered for award.

The vendor is strongly encouraged to allow ample travel time to ensure arrival prior to the beginning of any mandatory conference. The District reserves the right to consider any representative arriving late to be “not in attendance.” Therefore, all are strongly encouraged to arrive early to allow for unexpected travel contingencies.

Any questions that arise from the site visit need to be submitted in writing via email to jessica.deese@hcbe.net. Statements made by District representatives at the site visit are not binding and any revisions to solicitation requirements must be made by the procurement professional in writing and posted with the solicitation.

1.11 Submission Expense

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 site visits or product demonstrations at the District site. No expenses will be reimbursed in any manner by the District.

2.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements, which must be addressed in the proposal before further consideration will be given. A Mandatory Requirements Response Form is provided in Excel format which addresses all mandatory requirements. Each item must be addressed. If the vendor is supplying additional information for an item it should be noted in the “Comments” section of the Mandatory Requirements Response Form. Additional information must be clearly organized.

The completed Mandatory Requirements Response Form must be returned as a part of your Technical Proposal. **Proposals received without this form will not be evaluated.**

Project Objective

To repave athletic track at Warner Robins Middle School.

2.0.1 Paving Specifications (20 points)

Vendor must follow the Paving Requirements as outlined in Appendix 1. These details must be included in the proposal. A core report is provided in Appendix 2 which is a separate attachment. This report shall be taken into consideration within your proposal and include any costs associated with the undercut or replacement of unsuitable soils, if any, as shown in the report. The replacement, hauling or disposing of any soils that are suitable, per the report, but have become saturated due to the contractor’s scheduling or actions, will not be reimbursed by the HCSD.

2.0.2 Proposal (20 points)

Vendor shall include a detailed outline for the service and materials to accomplish the completion of this project.

2.0.3 Total Expenditure (submit on Financial Proposal - Attachment A)(10 Points)

No estimated budget has been set by the District. Price offered should include all labor, license and permits, materials, and equipment to complete entire project. Price offered should include all shipping and handling charges, F.O.B. destination, delivery, and installation at school site. All pricing shall be in accordance with all applicable city, state, and federal codes.

2.0.4 Timeline (10 Points)

Vendors shall include an estimated timeline of events.

2.0.5 Independent Contractor (10 Points)

The successful Offeror shall function as an independent contractor and shall administer and be solely responsible for all subcontracts for this project. The successful bidder is responsible for obtaining a signed E-verify affidavit from their Subcontractors and Sub-subcontractors.

2.0.6 Laws and Regulations (10 Points)

The Contractor shall at all times observe and comply with all laws, ordinances, regulations, and codes of the Federal, State, County, City and other local government agencies that may in any manner affect the performance of this contract. Any Contractor found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination.

2.0.7 Site Management (10 Points)

Vendor personnel shall be uniformed or identifiable at all times while on District property. The successful vendor will be responsible for managing the site and coordinating all construction activities with the Director of Maintenance.

2.0.8 Changes/Issues (10 Points)

The successful vendor shall report to the Director of Maintenance during the execution of this project and shall update and submit to the Director of any proposed changes or issues concerning the original plan.

2.0.9 Removal of Packaging and Debris (10 Points)

The successful vendor shall keep the work site and surrounding area free from accumulation of waste materials and debris during this project. Once project is complete, all debris and garbage must be removed from the site. Disposal and/or recycling of any/all waste must be done strictly according to all Federal, State and local laws relating to environmental protection or any other applicable laws. The Contractor will be solely liable for any and all violations of such directives.

2.0.10 Bonds (10 Points)

The successful vendor shall be required to meet bonding requirements, if applicable, set forth by the laws of the State of Georgia. Evidence should be submitted prior to commencement of performance of this agreement.

2.0.11 Project Completion Date (10 Points)

The District would like the project to start as soon as possible. Offeror should provide an estimated completion date.

2.0.12 Company Background and Experience (150 Points Total)

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

a. Qualifications (50 Points)

Evidence of the Offeror's qualification to do business in the state where project is located or covenant to obtain such qualification prior to award of the Contract. If applicable, include state license numbers.

b. Company Structure (50 Points)

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.

c. Relative Experience (50 Points)

The Offeror must 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 three clients for whom similar and relative and 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 of contact person

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

2.0.13 Business Litigation (20 Points)

The Offeror will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the status and/or disposition.

2.1 PROPOSAL FORMAT

2.1.1 Technical proposal shall include the following:

1. Full name and address of the Vendor.
2. Mandatory Requirement Response Form with any additional explanation pages clearly organized and numbered appropriately.
3. Special Payment Requests (i.e., separate purchase orders). If none requested, only one PO will be issued.
4. A list of requested services from HCSD (if applicable)

2.1.2 Financial proposal:

Financial proposal shall be completed on Attachment A.

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(s) and citing the appropriate section and page(s) to be reviewed. The Offeror is solely responsible for the cost of responding to this RFP. Reimbursement for cost of preparation of response will not be made.

3.1.2 Packaging of Proposal

The Offeror's proposal in response to this RFP must be divided into two (2) appropriately labeled and sealed packages - a Technical Submission and Financial Proposal.

The contents of each package will include:

Technical Submission

- Technical Proposal as specified in 2.1.1.
- Proposal Certification (Attachment B)
- Immigration and Security Form (Attachment C)
- Certificate Regarding Debarment, Suspension, Ineligibility (Attachment D)
- Contract Exceptions, if any (Attachment E)

DO NOT INCLUDE ANY COST INFORMATION IN YOUR TECHNICAL SUBMISSION.

Must provide the following number of copies: Two (2) hard copies, with one (1) marked “Original” with original signatures.

Financial Proposal

The Offeror must use the Financial Proposal form (Attachment A) and must include all expenses to complete work as specified herein.

Must provide the following number of copies:
One (1) hard copy marked “Original” with original signatures.

Outside of package must include the following:

**RFP 25-029 WRMS Track Repaving
Due Date: May 30, 2025 2:00PM EST**

3.1.3 Submission of Proposals

Proposals must be submitted to:
HCSD – Purchasing Dept.
Jessica Deese, CPA
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 independently by an evaluation committee for the following administrative requirements:

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

3.2.2 Mandatory Requirements Review

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

3.2.3 Proposal Evaluation

Proposals which pass the Mandatory Requirements Review, will be reviewed by the Evaluation Team for quality and completeness.

The following are the maximum possible points of each category:

Mandatory Requirements (detailed points shown in Section 2.0):	300 Points
Financial Proposal/Cost:	150 Points
Proposed Overall Solution:	250 Points
Total Available Points	700 Points

3.2.4 Oral Presentations

The District reserves the right to choose and invite Offerors to present their technical solution to the 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.

3.2.5 Financial Proposal Evaluation

Offerors will use only the Financial Proposal Forms provided with the RFP (Attachment A).

3.2.6 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.

The apparent successful Offeror's proposal will be presented to the Board of Education for approval at a Board meeting, if required by policy. Once approved, an award summary will be posted to the District website. Award is contingent upon available funds and necessary approvals.

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 and make no award if it is in the best interest of the HCSD. Award is contingent upon available funds and necessary approvals. 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 promptly to the HCSD Purchasing website, which is located at the following web address: <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 must be signed by an authorized individual.

4.3 Sample Contract

The Sample Contract, which the District intends to use with the successful Offeror, is attached to this RFP and identified as Attachment E. 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.

4.4 Conflict of Interest

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

4.5 Compliance with Laws

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

- 4.6** All merchandise and services shall be subject to inspection after arrival at District site location or completion of work. In the case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the District has the right to reject such items and/or services and return them at Vendor's expense or require that Vendor return to site, if service is performed on HCSD property, to correct the issue.
- 4.7** HCSD shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by HCSD personnel and receipt of invoice unless a prior agreement is made. Payment may be made by check or by credit card. If an additional fee will be added to the invoice for use of a VISA credit card, it must be noted on the Financial Proposal. Invoices should be addressed and mailed to Accounts Payable Department, PO BOX 1850, Perry, and GA 31069.
- 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.

4.11 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	\$1,000,000 combined single limit
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 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.

Attachment A

FINANCIAL PROPOSAL FORM WRMS Track Repaving RFP # 25-029

Item #	Qty.	Description	Total Cost
1	1	Warner Robins Middle School Track Repaving	
Warranty information shall be stated for both materials and workmanship, if applicable.			

Vendor Notes/Comments:

Was the Mandatory Response Form provided in the Technical Submission?	
Can payment be made via credit card?	
Credit card fee:	
Projected Starting Date ARO:	
Projected Date for completion ARO:	
Price valid until:	
Vendor Name:	
Address:	
City, State, Zip:	
Phone:	
Email:	
Signature:	
Printed Name:	
Date:	

Attachment B

Must be included with the proposal

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 and acknowledge that the laws of the State of Georgia, including the Georgia Open Records Act, require procurement records and other records to be made public unless otherwise provided by law.

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 Contractor.

SUBMITTED BY _____ DATE _____

TITLE _____ EMAIL: _____

COMPANY NAME _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE _____

SIGNATURE _____

Attachment C

Must be included with this proposal

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 D

Must be included with the proposal

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 E
DISTRICT STANDARD CONTRACT
SAMPLE CONTRACT

CONTRACT

This writing shall constitute the entire agreement between the Houston County School District, and (VENDOR).

AGREEMENT: 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 #25-029. 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.

- A. "District" as used herein means the Houston County School District, a political sub-division of the State of Georgia.
- B. "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.

- A. 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 ending _____, except as provided herein.
- B. This contract may be extended for no more than 3 months immediately following the expiring contract year.

TERMINATION:

- A. The Houston County School District may terminate this contract in accordance with O.C.G.A. 20-2-506.
- B. 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.
- C. 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.

- D. The Contractor and the Houston County School District may mutually agree to terminate this contract at any time.
- E. 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.
- F. 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.
- G. 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:

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

INDEMNITY: To the extent permitted by law:

- A. 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.
- B. The District shall not be required to insure the equipment provided under this contract from loss.
- C. The District shall not be responsible for loss or damage to equipment.

ASSIGNMENT:

- A. 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

APPENDIX 1

Warner Robins Middle School Paving Requirements

PAVING REQUIREMENTS

RFP # 25-029

Warner Robins Middle School

425 Mary Lane

Warner Robins, GA 31088

1. Debris will be removed from the job site and disposed of by the awarded vendor.
2. Laser grade and compact stone base to a minimum of 95% relative compaction.
3. Test roll and install 1.5" asphalt binder course and 1.5 type II asphalt surface course to running track and high jump pad and compacted to at least 93% of the Maximum Theoretical Laboratory Specific Gravity of each asphalt course for the relative mix design. NFHS tolerances on slopes and finishes must be met. It is the responsibility of the contractor to know what these are and have a plan to ensure the finished product is within those tolerances.
4. Layout and stripe track per NFHS rules and regulations.

A copy of the core report will be provided. **SEE APPENDIX 2 which is a separate attachment.**