

HOUSTON COUNTY SCHOOL DISTRICT

# REQUEST FOR PROPOSALS For PROPANE INFRASTRUCTURE

RFP NUMBER 23-038

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 – <u>renee.langston@hcbe.net</u>

> RELEASED ON: March 2, 2023

> > **DUE ON:**

April 12, 2023, 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 from qualified vendors to provide all labor and materials for the installation of two (2) additional pumps and two (2) additional dispensers to expand the existing Autogas propane fueling infrastructure at the Houston County Bus Facility as specified within this solicitation.

#### **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.

#### **1.3** Schedule of Events

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

Release of RFP	March 2, 2023
Mandatory Site Visit	March 13, 2023, at 10:00 AM EST.
Deadline for written questions	
Email questions to:	
renee.langston@hcbe.net	March 17, 2023, at 4:30 PM EST.
Deadline for question response	
posted on our webpage	March 22, 2023, at 4:30 PM EST.
Proposal Due Date	April 12, 2023, at 2:00 PM EST.

#### 1.4 Restrictions on Communications with Staff

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

- Company Name
  - Question
     Citation of relevant section of the RFP
     Question

Citation of relevant section of the RFP

Questions shall be directed in writing to the Issuing Officer: renee.langston@hcbe.net

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 <a href="https://www.hcbe.net/purchasing/openbids">https://www.hcbe.net/purchasing/openbids</a>.

#### **1.5 Definition of Terms**

<u>Board</u> – Houston County School District <u>Contractor</u> – Respondent to this Request for Proposal <u>District</u> – Houston County School District <u>HCSD</u> – Houston County School District <u>OCGA</u> – Official Code of Georgia Annotated (State Statute) <u>Offeror</u> – Respondent to this Request for Proposal <u>RFP</u> – Request for Proposal <u>Vendor</u> – 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.

#### 1.7 Background

For information on the Houston County School District please go to 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.

#### 1.10 Mandatory Site Visit

All Vendors submitting proposals are required to attend the mandatory site visit on **March 13, 2023, at 10:00 A.M.** 311 Bear Country Boulevard, Warner Robins, Ga. 31088. Vendors will visit 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.

#### 2.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements, which <u>must</u> 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**

Seeking a qualified vendor to provide all labor and materials for the installation of two (2) additional pumps and two (2) additional dispensers to expand the existing Autogas propane fueling infrastructure at the Houston County Bus Facility – 311 Bear Country Boulevard, Warner Robins, GA 31088

#### 2.0.1 Specifications

a. Install two (2) additional pumps and two (2) additional dispensers to expand the existing Autogas propane fueling infrastructure. Work shall include all labor and materials to complete the installation.

b. The qualified vendor will be responsible to apply for and receive all required site survey(s), drawings, permits, inspections and certifications including but not limited to those from the Office of the State Fire Marshall, Houston County, and the City of Warner Robins.

c. The qualified vendor must ensure that all required safety measures and state, federal and local compliance regulations are met (including NFPA #58).

d. Vendor will be responsible to ensure adequate electrical requirements are met.

e. Vendor to provide all required materials for installation including but not limited to piping, fittings, and electrical supplies.

e. Vendor must ensure that the finished installation includes emergency shutoff valve station with easily accessible shutoff devices.

g. Each pump must provide propane to one dispenser at a minimum rate of eight (8) gallons per minute (GPM).

g. The pump package (motor, pump, bypass piping, system sizing and electrical) must be able to provide adequate differential pressure based on our vehicle type, location, and climate.

i. The pump package (motor, pump, bypass piping, system sizing and electrical) must be able to provide adequate differential pressure based on our vehicle type, location, and climate.

j. The propane dispensers must be model Superior Pro-Vend 1000.

k. The two dispensers must be installed 45' from each other with the location identified by the HCSD.

1. The qualified vendor must construct a 10" deep concrete pad for each dispenser installation.

m. Each dispenser fill hose must be 18 feet in length with a Euro nozzle. Each hose must include two (2) emergency breakaways, one breakaway attached to the dispenser and the other attached to a 5" I-beam. (The 5" I-beam must be 6.5' tall with 3.5' buried in concrete 24" diameter)

n. The qualified vendor must provide and install a 9' tall, 5'x10' awning above each dispenser.

o. Each dispenser must be connected to and operate with existing FuelMaster equipment.

p. The equipment must include an in-line fuel filter capable of filtering particles measuring 5 microns. The filter shall be placed after the propane Autogas pump to filter all fuel prior to entering the receiving vehicles.

q. The qualified vendor must also reconfigure piping and electrical service to the existing two pumps and two dispensers so that each existing dispenser is supplied by one of the existing pumps.

r. Vendor is responsible for all freight charges.

s. Proposal shall include the removal and disposal of all hardware.

#### 2.0.2 Proposal

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

#### 2.0.3 Warranty/Quality

Warranty information shall be provided for both materials and workmanship, if applicable.

#### 2.0.4 Total Expenditure (submit on Financial Proposal – Appendix E)

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 site. All pricing shall be in accordance with all applicable city, state, and federal codes.

#### 2.0.5 Timeline

Vendors may begin work starting July 5, 2023, all work must be completed by July 21, 2023.

#### 2.0.6 Independent Contractor

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.

#### 2.0.7 Laws and Regulations

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.

#### 2.0.8 Site Management

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 Transportation.

#### 2.0.9 Changes/Issues

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

#### 2.0.10 Removal of Packaging and Debris

Vendor should remove and dispose of existing materials pertaining to the work to be performed. 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.

#### **2.0.11 Bonds**

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.

#### 2.0.12 Company Background and Experience

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

#### a. Qualifications

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

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. Experience

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 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 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

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.

#### 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. (May be shipped together)

Include one (1) original copy plus USB flash drive of technical submission and one (1) original paper copy of the financial proposal. **Do not include cost information in the technical submission.** 

The contents of each package will include:

<u>Technical Submission</u> Proposal Certification (Appendix A) Immigration and Security Form (Appendix B) Certificate Regarding Debarment, Suspension, Ineligibility (Appendix C) Contract Exceptions (Appendix D) Technical Proposal, addressing all requirements in Section 2.0

Financial Proposal

The Offeror must use the Financial Proposal Form (Appendix E)

Mark the outside of shipping package as follows:

Name of Company Phone Number and Point of Contact for Company RFP # 23-038 Due April 12, 2023, 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

Drop Box available outside the Purchasing Department for hand deliveries. Faxed or Emailed proposals will not be accepted. Any proposal received after the due date and time will not be evaluated.

#### **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 Mandatory Requirements Review

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.

#### **3.2.3** Proposal Evaluation

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

The following are the maximum possible points of each category:

Point Category	<b>Points Allotted</b>
Total Project Price	45
Completeness of Proposed Solution	35
Business Stability and References	20
Total Possible Points	100

#### 3.2.4 Financial Proposal Evaluation

Offerors will use only the Financial Proposal Form (Appendix E)

#### 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.

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. 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: <u>https://www.hcbe.net/purchasing/openbids.</u> Offerors are encouraged to check this website frequently. It is the Offerors' responsibility to view any posted items.

#### 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 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 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 <u>https://tinyurl.com/2p8x6rwn</u> 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 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 Contractor will comply with all State and Federal laws, rules, and regulations.

- **4.7** 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.
- **4.8** 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.
- **4.9** 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.
- **4.10** 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.

#### 4.11 Remedy for Non-Performance/Termination of Agreement, Contract, or Award

a) 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.

b) In the event of vendor's nonperformance under this Contract or the violation or breach of the terms of this Contract, HCSD shall have the right to pursue all available administrative, contractual, and legal remedies against the vendor.

c) The Houston County School District reserves the right, at any time and for its convenience, to terminate the agreement, contract, or award in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the agreement, award, or contract up to the effective date of termination, less any payments previously made by the District for such Goods or Services, but in no event shall the vendor be entitled to recover loss of profits.

#### 4.12 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
Workmen's 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.

## **Appendix 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 Contractor.

SUBMITTED BY	DA	TE	
TITLE	_EMAIL:		
COMPANY NAME			
ADDRESS	_CITY	_ST	_ZIP
TELEPHONE NUMBER	FAX NUMBER		
COMPANY WEBSITE			
SIGNATURE			

### **Appendix 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 <u>Houston County School District</u> 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 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:

Name of Project

## Appendix 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

Notary

Date

## **Appendix 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 (<u>VENDOR</u>) as listed herein and as modified from time to time. This agreement supersedes any purchase order issued in the course of executing this agreement. (<u>VENDOR</u>) 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 # <u>23-038</u>. 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 E

## FINANCIAL PROPOSAL

## RFP #23-038

		RFP 23-0.	38 Propane Pu	mp & Dispensers	
QTY	Propane Pumps Cost	Propane Dispensers Cost	Installation Cost	Total Cost	Comments
2	\$	\$	\$	\$	

nstall Date ARO:
an purchase be made via credit card?
Predit card fee:
Company Name:
Company Address:
Company Phone/Fax #:
ignature of Offeror:
rinted Name of Above: