

**HOUSTON COUNTY BOARD OF EDUCATION**

**REQUEST FOR PROPOSALS**

**For**

**Accidental Damage Warranty Services**

**RFP NUMBER 22-021**

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

**RELEASED ON:**

**November 17, 2021**

**DUE ON:**

 **December 14, 2021; 10:00 A.M. Eastern Time**

 1.0 INTRODUCTION

## Purpose of Procurement

## The Houston County Board of Education, hereafter referred to as the “District,” is requesting proposals for accidental damage repair warranty services..

##

## 1.2 Proposal Certification

The Houston County Board of Education certifies the use of competitive sealed bidding will not be practical or advantageous to the Board 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:

|  |  |  |  |
| --- | --- | --- | --- |
| 11/17/2021 |  | Release of RFP |  |
| 12/03/2021 |  | Questions due  |  |
| 12/08/2021 |  | Answers to written questions posted on the HCBOE website |  |
| 12/16/2021 |  | Proposals due |  |
| 01/11/2022 |  | Award |  |
|  |  |  |  |
|  |  |  |  |

##

## 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

 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 Board staff except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The Board 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 Board. Questions and answers will be posted to the HCBOE website as they are received. Website address is <http://www.hcbe.net/purchasing/bids--proposals.aspx>.

##

## 1.5 Definition of Terms

Board – Houston County Board of Education

Contractor – Respondent to this Request for Proposal

District – Houston County Board of Education

HCBOE – Houston County Board of Education

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 renew on January 1 of each year unless notified in writing by HCBOE.

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

## 1.7 Background

For information on the Houston County Board of Education 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**

HCBOE 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**

Houston County Schools, is the fourteenth largest school district in Georgia. The district is made up of 39 elementary, middle, and high schools, and multiple district sites. The system serves over 30,000 students and employs over 4,000 faculty and staff. As the district prepares to provide a one-to-one learning environment for our students, the goal of this proposal is to ensure students and teachers always have a working device and there is a system in place to repair units.

 **2.1 Scope of Work – Mandatory Requirements**

The scope of work for this RFP is the provision of creating a strategic partnership with a service provider to provide accidental damage repair warranty to maximize instruction and operational efficiency for Houston County Schools.

* + 1. All offerors shall meet the mandatory requirements for each of the following:
1. The awarded offeror shall provide accidental damage repair services for the life of the agreement to ensure 100% uptime for all users beginning on or about February 1,2022.
2. Detailed process to repair and return each broken device in a way that eliminates or minimizes end user downtime.
3. Accidental damage repair service work must be completed by A+ certified technicians.
4. Offeror shall use a web-based repair management system platform that manages repairs, tracks devices, provides data analytics reports by district site, such as, repair types, repair status, and potential hardware failures.
5. Offeror will maintain a service level agreement of 75% of all repairs will be completed in seven days or less.

# 2.2 OFFEROR PROPOSAL – TECHNICAL SCORED RESPONSES:

* + - 1. The offeror’s proposal response must clearly demonstrate the expertise, competence, and capability of the offeror. Offerors are required to answer all questions defined in the RFP Technical Scored questionnaire. A summary of the questionnaire is below for ease of reference. The offeror is encouraged to provide a concise description outlining ability to provide the services required in the scope of this document.
			2. A submission to this RFP includes the offeror’s response to the mandatory scope of work statements as outlined below. The “Question Set – *Offeror Overview”* must be completed by all offerors.

|  |  |
| --- | --- |
| # | **Question Set – Offeror Overview (Must be completed by all offerors.)** |
| 1 | Briefly provide an overview of your company's history to include when your organization began providing services, description of your philosophy and management, as well as your entire company's organizational chart (with job categories of management, sales, technology, customer service, and any other departments of your company). Indicate your organizational structure (i.e. publicly held corporation, partnership, etc.) and list any and all other legal and doing business as (DBA) names under which your company has operated during the past ten (10) years, including dates when used and the reason for the subsequent change in name(s). What makes your organization unique from other organizations that may submit proposals for Houston County Schools' consideration? Note if there are any other services your company provides that are not previously discussed. |
| 2 | Identify the key and primary individual(s) within your company who will be responsible for managing the Houston County Schools' account. Include a detailed description of his/her experience and fit for this potential account. |
| 3 | Indicate whether you anticipate subcontracting any portion of the proposed goods and services, and the names and addresses of any proposed subcontractors. |
| 4 | Briefly describe the ***three*** most similar contracts, preferably K‐12 educational agencies within the State of Georgia, or related engagements that Bidder is currently engaged in or has completed within the past two years. Provide for each reference the customer’s name, contact name, title, telephone number and contract dates. |
| 5 | Address how your company will meet the following assurances:* A proven track record of providing high quality service and product
* Ability to serve as a strategic partner in service and support
* Timely acquisition, deployment, and implementation
* Affordability
 |
| 6 | Under what conditions might the District incur additional costs that are not otherwise detailed in the proposal (e.g., exceeding thresholds or limits for problem/incident reports, lower than expected purchase quantities, etc.)? How will you assist the District in preventing unforeseen costs? |
| 7 | Describe your invoice, audit, and resolution process. |
| 8 | Describe how your organization will manage the District’s account and perform general customer service functions and the key elements of your service level agreements, such as, service effectiveness tracking, customer service support, and issue escalation procedures. Does your company utilize any third‐party call centers or non‐employees for customer service purposes? If so, please describe the specific tasks assigned to these call centers or non‐employees. |
| 9 | With the understanding that the District is looking for a strategic partner, provide a list and brief description of value-added services you can provide that address product road mapping, and assisting the district in meeting its strategic plans. |
| 10 | Provide a brief explanation of any other value-added services you can bring to bear in assisting the district (be sure to include any additional cost elements in the narrative and pricing tables). |
| 11 | Provide a brief narrative to describe your proposed accidental damage repair warranty services for Windows laptops and Chromebooks, including what is covered and how you will maximize uptimes. |
| 12 | Provide samples of support process flows (including initial ticket generation, response procedures, ticket closing activities, and on‐demand and quarterly performance reporting) within the proposal. |
| 13 | What system/platform will be used to track and manage accidental damage repair warranty services? Describe how this platform manages and tracks items such as repair requests, device repair status, etc. How will the District receive on‐demand access to the data contained within this tracking system? How will you communicate device repair status to the District? Can this electronic platform be integrated into the District’s inventory management system, Incident IQ or Destiny? Provide a description of training services you will provide to District staff demonstrating feature sets and functionality of repair platform. |
| 14 | What types of data analytics will be captured and can this be customized based upon the District’s needs? |
| 15 | How often will repair metrics on items such as repair turnaround time and first-time repair rate be provided? |
| 16 | Has the repair facility earned ISO 9001:2015 Certification? (Preferred, but not Required) |
| 17 | Is the repair center located within 100 miles of the District? (Preferred, butnot Required) |
| 18 | Is the repair facility an electro-static discharge certified facility? |
| 19 | Are the repair technicians certified on the devices they repair? What is the process used to certify new technicians? |
| 20 | Describe your experience repairing our District’s specific device pool. HP Chromebooks G8 & G9 series, Dell Latitude 7020 2-in-1 laptop, Dell Latitude 7520, and Lenovo 300e. |
| 21 | Is the repair facility able to facilitate repairs at the device board level? Is there a BGA and X-Ray machine to inspect soldering of repairs? Does vendor maintain soldering certified technicians? |
| 22 | Will vendor maintain a bulk parts inventory that is dedicated to our District? |
| 23 | Describe Vendor’s Pick-Up and Delivery process? Schedule? Frequency? |
| 24 | Can Vendor manage the utilization of each school’s spare device pool? |
| 25 | Does vendor offer Unlimited device repairs? What limits are placed on repairs?* What Else is covered
	+ Batteries?
	+ NQA – Flat number of “No Questions Asked” replacement devices
	+ How are Warranty related repairs Handled?
 |
| 26 | Describe how Vendor will maintain the SLA requirement of 75% of all repairs will be completed within seven days. If SLA cannot be met, how will vendor handle financial credits or reimbursements? How will those be calculated and awarded back?  |

## 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 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.

**2.3.5** Vendor must be provide a name and contact number of the Vendor’s Project Manager that will be available during complete install.

**2.3.6** Exact measurements are not available and will be the Vendor’s responsibility during Mandatory Site Visit. Vendor’s prices quoted must be held firm and shall not be adjusted after project has been awarded.

**2.3.7** Vendor shall include a SPIN certifying they are a registered service provider and must respond to this item confirming they are not under red light status.

#  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 seven (2) copies of technical submission and one (1) copy of the financial proposal. **One (1) USB flash drive with all documents technical and financial.**

**Do not include cost information in the technical submission.**

The contents of each package will include:

Technical Submission

Proposal Certification (AttachmentA)

Immigration and Security Form (Attachment B)

Certificate Regarding Debarment, Suspension, Ineligibility (Attachment C)

Contract Exceptions (Attachment D)

Technical Proposal, addressing all requirements in Section 2.0

Financial Proposal

The Offeror must use the Financial Proposal Form provided as a part of this RFP. Each location must be proposed separately as designated on form.

Mark the outside of shipping package as follows:

Name of Company

Phone Number and Point of Contact for Company

RFP # 22-021

Due December 16, 2021; 10:00 A.M. Eastern Time

## 3.1.3 Submission of Proposals

Proposals must be submitted to:

HCBOE – Purchasing Dept.

L. Renee Langston, CPPB

200 Jerry Barker Drive

Warner Robins, Georgia 31088

**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 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:

|  |
| --- |
| **Accidental Damage Repair Warranty Services** |
| **FACTOR** | **POINTS** |
| **Phase 1 – Mandatory Requirements***Mandatory Requirements as listed in Section 2.1.1.* | **Pass/Fail** |
| **Phase 2 – Technical Scored Requirements** *Technical Scored Requirement Question Sets as listed in Section 2.2 for Accidental Damage Repair**Warranty Services* |  |
| **Question Set –** Offeror Overview | 25 |
| **Question Set** – Accidental Damage RepairServices | 25 |
| **Phase 3 – Pricing** |  |
| **Pricing Sheet** | 20 |
| **Best Value** based upon cost, quality, and sustainability to meet the District’srequirements | 30 |
| **Total Points** | 100 |

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| --- | --- |
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## 3.2.3 Oral Presentations

The Board 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 (Attahcment E).

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## 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 Board 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 Board. It is also within the right of the Board to reject proposals **that do not contain all elements and information requested in this document**. The Board reserves the right to cancel this RFP at any time. The Board 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 Board reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the HCBOE Purchasing website, located at: <http://www.hcbe.net/bids/index.html> . 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 Board will not provide reimbursement for such costs.

## 4.4 Sample Contract

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

 Prior to award, the apparent winning Offeror will be required to enter into discussions with the Board 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 Board 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 Board of Education, the Offeror must disclose each relationship.

##

## 4.6 Compliance with Laws

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

# 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# 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 Board of Education 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 ­­­\_\_\_\_\_\_, \_\_\_, 201\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_,201\_\_.

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

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 # 22-021. 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 ending \_\_\_\_\_\_\_\_\_\_\_\_\_, 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

#

## FINANCIAL PROPOSAL FORM

RFP 22-021

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Model | Quantity | Notes | Cost Per Year 1 Per unit | Cost Per Year 2 Per unit | Cost Per Year 3 Per unit |
| HP G9 | 16000 |   |   |   |   |
| HP G8 | 10900 |   |   |   |   |
| Lenovo 300e 2nd Gen | 600 |   |   |   |   |
| Lenovo 300e/N23 | 800 |   |   |   |   |
| HP G6 14” | 250 | Used for spares only (optional) |   |   |   |
| HP G5 14” | 4693 | Used for spares only (optional) |   |   |   |
| Dell Latitude 7420 | 2300 |   |   |   |   |
| Dell Latitude 5520/5521 | 30 |   |   |   |   |
| Dell Latitude 5420 Rugged | 45 |   |   |   |   |
|  |  | TOTAL |   |   |   |

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

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

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

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

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

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

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