February 22, 2019

REQUEST FOR PROPOSAL: 67510-40-01
DESIGN/BUILD SERVICES FOR PROPANE FUELING STATION

Sealed proposals from qualified Contractors will be received by Henry County Schools, Transportation Department, 255 Lemon Street, McDonough, GA 30253 until 2:00 PM on Monday, March 18, 2019, for Design/Build Services for Propane Fueling Station as described in the attached specifications.

PARTICIPANTS ARE INSTRUCTED TO READ CAREFULLY ALL ITEMS, TERMS, CONDITIONS AND SPECIFICATIONS.

Proposal forms are provided for use and participants are required to provide a printed hard copy of all forms. Failure to include the requested information and items, as well as late proposals, may result in rejection of proposal. HCS reserves the right to utilize the information submitted in the best interest of the school district.

Any questions regarding this RFP should be directed in writing to Brian McMeans, via email brian.mcmeans@henry.k12.ga.us and carol.freeman@henry.k12.ga.us no later than March 4, 2019 at 2:00 PM. Questions and answers will be posted on the HCS website (www.henry.k12.ga.us)

Each proposal must be submitted in a sealed envelope marked “RFP No. 67510-40-01, Design/Build Services for Propane Fueling Station.” For identification purposes, the proposer’s name and complete address must be on the outside of the envelope.

The Proposal must be submitted to Henry County Schools, Transportation Department, Attention: Mr. Brian McMeans, 255 Lemon Street, McDonough, GA 30253. One complete original set of proposal, in a three-ring binder, is due no later than March 18, 2019 at 2:00 PM. Additionally, the complete proposal must be submitted in electronic format on a Portable USB Flash Drive and included with the RFP packet. Because of slow and sometimes inconsistent delivery of mail, you are cautioned to mail proposals in ample time for delivery prior to the due date.

Sincerely,

Carol Freeman
Purchasing Manager
Request for Proposal (RFP) No. 67510-40-01

For

DESIGN/BUILD SERVICES FOR PROPANE FUELING STATION

Solicitation Timeline Summary (dates are subject to change)

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE(S)</th>
<th>TIME</th>
<th>LOCATION</th>
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<tbody>
<tr>
<td>Solicitation Opens</td>
<td>February 22, 2019</td>
<td></td>
<td>GA Procurement Registry and Henry County Schools website <a href="http://www.henry.k12.ga.us">www.henry.k12.ga.us</a></td>
</tr>
<tr>
<td>Site Visits</td>
<td>Upon Request</td>
<td>TBA</td>
<td>Contact Brian McMeans to arrange: 770-957-2025 or <a href="mailto:brian.mcmeans@henry.k12.ga.us">brian.mcmeans@henry.k12.ga.us</a></td>
</tr>
<tr>
<td>All Questions Due</td>
<td>March 4, 2019</td>
<td>2:00 PM</td>
<td>Email Carol Freeman <a href="mailto:Carol.freeman@henry.k12.ga.us">Carol.freeman@henry.k12.ga.us</a> and Brian McMeans <a href="mailto:brian.mcmeans@henry.k12.ga.us">brian.mcmeans@henry.k12.ga.us</a></td>
</tr>
<tr>
<td>Proposal Due Date &amp; Time</td>
<td>March 18, 2019</td>
<td>2:00 PM</td>
<td>Transportation Services 255 Lemon Street McDonough, GA 30253</td>
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</table>
1. PURPOSE

Henry County Schools (HCS) is seeking a lease agreement with a Liquefied Petroleum Gas (LPG) supplier to furnish all equipment, LPG (Liquefied Petroleum Gas), and infrastructure as noted to fuel buses. Additional site(s) may need to be added in the future depending on growth and route scheduling. This project is to be 100% completed by the successful awardee. There is to be no additional expenditures to the school system for site prep and infrastructure to house the LPG equipment.

2. BACKGROUND

HCS anticipates purchasing 23 LPG powered school buses for 2019-2020 school year. Additional propane buses are proposed for future years. The use of LPG is new to the school district and will require a supplier that has the experience, knowledge, and capability of meeting the requirements of the RFP.

3. SCOPE OF WORK

Requirements of the fuel system:

A. The Contractor shall furnish all technical and professional services required to obtain and maintain compliant on-site refueling operations including but not limited to: site survey(s), drawings, permit applications, inspections, certifications, controls, protection and equipment.

   Equipment furnished under this specification shall be the latest improved mode in current production, as offered to commercial trade, and shall be of quality workmanship and material.

   The Contractor shall represent that all equipment offered under this RFP will through the intent of this agreement remain in good working order and shall be in compliance with the current Liquefied Petroleum Gas (LPG) Safety Rules, National Fire Protection Association (NFPA:58) safety codes, and all other applicable Federal, State & local Codes or regulations.

B. All equipment (Tank, Pump, and Dispenser System) shall be considered leased and will remain the property of and in the care of the supplier for duration of the lease agreement.

C. An authorized propane installer with State of Georgia Fire Marshall’s office with current license shall be required for a complete turnkey
operation of an Autogas (LPG) vehicle fueling station. Include the name of the Propane installer and License# in the proposal. All workmanship shall meet or exceed the accepted standards of the industry. Electrical work must be performed by a licensed electrician.

D. The propane fueling station shall be a horizontal tank that must meet the plot size restrictions as determined by supplier. The tank shall be an ASME propane tank 250 psi working pressure and 18,000 gallons. Initially HCS expects to purchase 23 LPG powered school buses. HCS expects to add 40-50 LPG propane powered school buses annually throughout the duration of this lease. The average annual route miles per bus is 12,000 miles.

i. Site Location: 255 Lemon Street, McDonough, GA 30253.

ii. Additional Site(s) may be added in the future if required. The additional site(s) will be determined by the Transportation Department.

E. The selected Contractor is expected to provide training to HCS employees on all aspects of the onsite fueling system, to include, but not be limited to:

i. Autogas station operator & maintenance training.

ii. Propane properties and characteristics, safe handling.

iii. Station operation and maintenance and fueling vehicle propane tanks.

F. Billing and Supply Management:

i. Supplier to provide monitoring of fuel levels and provide auto-replenish order and delivery.

ii. Provide supply disruption plan and alternative fueling capability in the event of site outages or natural disaster. Plan shall include bobtail truck fueling and 24-hour service.

iii. Provide end customer billing/invoicing and bulk tank inventory reconciliation reports.

G. All site work and installation of said equipment must be coordinated with the Transportation and Maintenance Departments. The contact names will be given after notice of award.

H. Method of Award and Delivery
i. All items are to be proposed F.O.B.; 255 Lemon Street, McDonough, GA 30253. The title and risk of loss of the goods will not pass to HCS until receipt and acceptance takes place at the F.O.B point.

I. Products Quoted

i. All equipment shall meet specifications with specified LPG gas as written.

J. Mobile to Vehicle Refueling:

Whereby the supplier presents that mobile refueling is the best option for an interim solution, the selected supplier shall be fully responsible for providing such services ensuring all Federal, State, and local regulations are met.

i. Vehicles shall not be refueled inside a building.

ii. Regular, agreed upon refueling schedules, will be established based upon usage and vehicle availability. Refueling will not occur during high entry/exit traffic periods of the property. Appropriate refueling times will be between 1:30pm and 5:30pm, Monday through Friday.

iii. Unscheduled, on-demand or emergency refueling must be provided within two (2) hours of request.

iv. Metering systems must be used that can capture fuel dispensed by vehicle and summarized by customer.

v. Supplier must have delivery capability for remote fueling of vehicles as required. This will be done by supplier vehicles and personnel, not sub-contractors or third party designees.

vi. Supplier shall disclose the number of delivery vehicles available to service primary location and potential remote fueling needs.

vii. Supplier must be a nationwide propane company, who is capable of providing fuel to HCS at various locations throughout the U.S.

K. Technical Specifications
The tank shall be specifically designed for Autogas (LPG) fueling station service and shall have the following minimum design:

i. Tank:
   1. Three (3) top or bottom openings in the tank, minimum 1½" NPT - two (2) for vapor service, one for liquid service.
   2. Pressure Relief Valve with fully internal spring design. Number of valves, size, and flow/discharge rate as required for tank.
   3. 1¼" NPT x 1¼" ACME fill valve (bulkhead) mounted near tank for ease of access and within a protective guard for protection from impact.
   4. 1¼" Vapor pump bypass return port with internal valve pneumatic operation, auto open/close controlled by emergency shutoff valve.
   5. 1¼" Meter Vapor return port with internal valve pneumatic operated, auto open/close controlled by dispenser is preferred. Optionally, for tanks equipped with a dedicated ¾" NPT Vapor opening not shared with any other function, the use of a properly rated internal excess flow valve with full port manual shutoff valve shall be accepted.
   6. Pneumatically controlled internal valves shall be Fisher Model C407 series or equivalent and installed in accordance with manufacturer's recommendations.
   7. Pneumatic control actuators for internal valves shall be Fisher 389 or equivalent and installed in accordance with manufacturer's recommendations.
   8. Use of domestic/industrial “multivalve” or “combination” valves for pumping system operation shall not be accepted.
   9. Must be able to operate at ambient temperatures from -20°C to 55°C
   10. Piping shall be schedule 80 cut and threaded black iron, painted or otherwise protected to prevent corrosion. Use of flanged
connections or welded pipe, if assembled and installed in accordance with NFPA 58 is acceptable.


ii. Pump:
1. Pump supply piping shall be a minimum of 1¼'' NPT from the tank internal valve to the pump inlet.

2. Pump bypass return piping shall be minimum of ¾'' NPT from the bypass valve to the tank internal valve. Dispenser meter vapor return piping shall be a minimum of ¾'' NPT from the meter vapor return outlet connection.

3. Pipe fittings shall be forged and rated at a minimum of 2000 psi, all ball valves shall be full port design and 600 psi WOG rated, 80 mesh strainer installed at the outlet of the tank before the fuel pump rated at 2000 psi, and installed in a position so as to easily allow access for maintenance.

4. High differential pressure pump specific for propane Autogas fuel dispensing. Pump and motor combination must be capable of pumping 8-12 gpm into school bus as recommended by the manufacturer for higher differential pressure pumps. Pump shall be installed in accordance with manufacturer's recommendations.

5. The pump shall be isolated by minimum of 1¼'' full port ball valves to facilitate ease of service and maintenance with minimum loss of fuel.

6. Motor requirement shall be a minimum of 3 HP, manufacturer recommended rpm, Tri PH, 60 Hz, 215 volt, Explosion proof, NEMA Class I group C.

7. Explosion proof electrical control panel specifically designed to integrate dispenser, pump, control valves, internal valves, and associated equipment with facility power if located in classified area. Minimum NEMA enclosure specification for outside installation. HCS will supply Electrical power to electrical control panel.
8. Emergency Shutoff Device (ESD) button type, (circuit breakers shall not be accepted). ESD shall not be capable of being locked in the "ON" position. ESD capable of "Lock out-Tag out" shall be only lockable in the off position.

9. Crash Protection Bollards installed in accordance with NFPA 58. Crash protection and bollards shall not be permanently affixed to the structure of the tank or integral frame assembly to prevent transfer of impact energy to the tank and plumbing.

10. Labeling in accordance with NFPA 58.

11. Explosion proof electrical connections, in accordance with NEC class1, division 1 & 2 where TRRC allows.

12. Land site preparation and electrical requirements will be provided by the supplier.

iii. Dispenser:
   1. Qty 2- Dispenser with single hose shall be installed.
   2. White painted finish steel cabinet enclosure.
   3. Electronic control computer.
   4. Each dispenser must include a fuel filter of 5 microns or smaller
   5. Electronic calibration.
   7. Ability to be remotely mounted from pump to allow remote fueling points.
   8. Ability to be mounted and function with third party fuel management pedestals.
   9. Eighteen (18) foot retractable hose with quick disconnect.
   10. Must supply Fuel Master system for propane use only. Must
also provide prokey system that will allow reports for fuel usage per bus and driver. Must tie into current Fuel Master system.

11. Must be able to interface with the Fuel Master system

SECTION I – PRICE

A. In this section, the supplier shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the HCS requirements. Each item proposed shall be described by brand name and model number. Each item shall be assigned a unit cost. Provide any implementation, integration and training costs for your solutions.

B. All equipment below will be leased from the Contractor for a period of five (5) years.
   a. Tanks
   b. Pumps
   c. Dispenser System

All other improvements made to the site locations such as electrical, concrete slab, bollards, etc. and at the end of the lease term becomes the property of HCS at no cost.

The supplier shall price the LPG at a fixed margin over the posted wholesale cost of LPG at the Milner, GA pipeline. The fixed margin will remain the same throughout the first five (5) years of the lease with an option to renew for three (3) years with the fixed margin over posted wholesale presented to HCS four (4) months prior to the end of the initial five (5) year period. The only price change shall be the actual wholesale price as posted in the BPN (Butane Propane News) weekly posting. An annual subscription to the weekly BPN newsletter shall be provided to the HCS.

The Contractor shall assist HCS with all required reports when filing for the annual Federal Tax Credit refund.

SECTION II - TECHNICAL CAPABILITIES

A. Methodology:

In this section, the supplier shall describe in detail the methodology and procedures that are to be used to accomplish the HCS requirements of this RFP. This should include all
planning, project coordination, field procedure and costing, and valuation techniques. Provide an outline of the organization that will be employed. The organization outline shall clearly describe the number and professional category of personnel to be employed, the chain of command of the organization (including the names of key personnel), and any other details that will aid in understanding how the job is proposed to be accomplished. Also, this section shall include the specifics as to the equipment that will be used. The time schedule may be provided with a discussion as to why the target schedule cannot be met and any other information that will assist in the understanding of what the supplier proposes to do and provide.

B. Capabilities:
   i. Describe your experience and history of providing LPG refueling solutions to a school bus fleet.

   ii. Identify and describe the industry standards that are adhered by your company and how you meet or exceed such standards. List if you have ISO certification and if so, when was it received. List and describe other relevant certifications and dates received.

   iii. Provide the number of owned refueling centers and locations.

   iv. Describe your contingency or disaster recovery plans should your operations be interrupted.

   v. Describe how you would provide emergency refueling services in the event a vehicle runs empty and needs roadside assistance.

   vi. Describe in detail your quality control procedures to ensure that best in class products and services are provided on a consistent basis.

   vii. Define what the average turn-around time would be for refueling an on-site tank. Describe if any options exist to request fuel on an "expedited" basis and how will that affect cost.

   viii. Describe what specific system tools are in place to monitor fuel levels

   ix. Describe any additional products, solutions, or services that you provide that might be particularly beneficial to our organization.
HENRY COUNTY SCHOOL SCHOOLS
Purchasing Department
33 N. Zack Hinton Parkway
McDonough, GA 30253
770-957-6601

PROPOSER INFORMATION and AGREEMENT
I, undersigned, acknowledge that I have read the General and Specific Terms and Conditions and Specifications in its entirety and agree to conform with its every requirement. I further acknowledge that failure to prepare, submit, or execute this proposal in the exact manner requested may be just cause to reject any or all of my proposal.

Date: 
Name of Company: 

Individual Responsible for Completion of RFP Documents: 
Signature: 
Title: 
Phone: 
1-800 
Fax: 
E-mail (Required)
Cell: 

(Street Address) (City, State, and Zip)
Website:

How long have you been in business? 

Do you currently do business with Henry County Schools? 
If yes, in what capacity? 

List other school systems you currently service:

PAYMENT TERMS: 

*****************************************
Do you have a local representative in the Atlanta, GA area? 
Primary Contact Name: 
Title: 

(Street Address) 
(City, State, and Zip)
Phone: 
1-800 
Cell: 
Email: 

Secondary Contact Name: 
Title: 

(Street Address) 
(City, State, and Zip)
Phone: 
1-800 
Cell: 
Email: 

The above acknowledgement must be properly signed and firmly attached to your proposal. The acknowledgement becomes a part of your Proposal and without it your Proposal is not complete and may be rejected.

**Return with complete RFP packet**
Henry County Schools
Business Reference Form

Vendor Name: 
Contact Name: 

1) Project Name: 
Service Performed: 
Begin Date: ___________ End Date: ___________ 
Contact Name: 
Address: 
Phone and Email: 

2) Project Name: 
Service Performed: 
Begin Date: ___________ End Date: ___________ 
Contact Name: 
Address: 
Phone and Email: 

3) Project Name: 
Service Performed: 
Begin Date: ___________ End Date: ___________ 
Contact Name: 
Address: 
Phone and Email: 

4) Project Name: 
Service Performed: 
Begin Date: ___________ End Date: ___________ 
Contact Name: 
Address: 
Phone and Email: 

5) Project Name: 
Service Performed: 
Begin Date: ___________ End Date: ___________ 
Contact Name: 
Address: 
Phone and Email: 

Include any Past Experience with Henry County Schools:

1) Project Name: 
Service Performed: 
Begin Date: ___________ End Date: ___________ 
Contact Name: 
Address: 
Phone and Email: 

2) Project Name: 
Service Performed: 
Begin Date: ___________ End Date: ___________ 
Contact Name: 
Address: 
Phone and Email: 

3) Project Name: 
Service Performed: 
Begin Date: ___________ End Date: ___________ 
Contact: 
Address: 
Phone and Email: 

**Return with complete RFP packet**
Sub-Contractor Form

Vendor Name: ____________________________
RFP Name: ____________________________

_____ Does not intend to use any sub-contractor services throughout the contract term.

_____ Does intend to use sub-contractor services throughout the contract term.

<table>
<thead>
<tr>
<th>List of Sub-Contractors</th>
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<tbody>
<tr>
<td><strong>1: Company Name:</strong></td>
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<td></td>
</tr>
<tr>
<td>Contact:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>email:</td>
</tr>
</tbody>
</table>

**Duties/Responsibilities:**

| **2: Company Name:**   | Attach the following documents: |
|-------------------------| Vendor Application and Agreement |
| Contact:                | Business References              |
| Address:                | Signed Acknowledgement of Terms and Conditions |
| Phone:                  | Insurance Certificate             |
| email:                  |                                    |

**Duties/Responsibilities:**

| **3: Company Name:**   | Attach the following documents: |
|-------------------------| Vendor Application and Agreement |
| Contact:                | Business References              |
| Address:                | Signed Acknowledgement of Terms and Conditions |
| Phone:                  | Insurance Certificate             |
| email:                  |                                    |

**Duties/Responsibilities:**

| **4: Company Name:**   | Attach the following documents: |
|-------------------------| Vendor Application and Agreement |
| Contact:                | Business References              |
| Address:                | Signed Acknowledgement of Terms and Conditions |
| Phone:                  | Insurance Certificate             |
| email:                  |                                    |

**Duties/Responsibilities:**

| **5: Company Name:**   | Attach the following documents: |
|-------------------------| Vendor Application and Agreement |
| Contact:                | Business References              |
| Address:                | Signed Acknowledgement of Terms and Conditions |
| Phone:                  | Insurance Certificate             |
| email:                  |                                    |

**Duties/Responsibilities:**

**Return with complete RFP packet**
NON-COLLUSION CERTIFICATION

The offeror certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposals non-responsive and unqualified for award.

Printed Name and Title of Official Officer Authorized to sign on the company’s behalf:

Signature:

Date:

Name of Company:

**Return with complete RFP packet**
Determine how to comply with the GA Security & Immigration Act

This section of the RFP is related to the GA Security & Immigration Compliance Act. The chart below may assist the supplier in determining whether these documents apply to your company for this particular project. If in doubt as to whether a document should be completed and submitted, it is recommended that the supplier submit the information.

Will supplier build, repair, design, install, paint (murals, etc.), service or otherwise work on real property on School or District property? (See Note 1 below)

YES

NO Affidavits or driver’s license required. Skip all following immigration documents.

NO

STOP

YES

Complete 2c on the next page, the Affidavit of No Employees and provide driver’s license as requested therein.

STOP

Does supplier have employees or subcontractors?

YES

STOP

NO

Will supplier use subcontractors to perform the work?

YES

Initial lines 2a, 5 and 3 or 4 of the next two pages. The enclosed Contractor Affidavit and Subcontractor Affidavit are required.

STOP

NO

Does supplier have employees or intend to hire employees to perform the work?

YES

Initial lines 2a, 5 and 3 or 4 of the next two pages. Complete the enclosed Contractor Affidavit.

STOP

Note 1: Real Property is land, or a building. It is also equipment that is permanently or semi-permanently attached to a building. An example would be a scoreboard in a gym.

**Return with complete RFP packet**
TO ALL PROSPECTIVE SUPPLIERS:

If you are providing services as defined on the previous page, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your proposal.

1) Henry County Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, Act OCGA 13-10-90 et. seq.,

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, OCGA 13-10-90 et. seq., (collectively the “Act”) the Supplier (“Contractor”) MUST INITIAL the statement applicable to Contractor below:

(a) __________ (Initial here) Contractor warrants that, Contractor has registered at https://e-verify.uscis.gov/enroll/ to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq; OR

(b) ______ (Initial here) Contractor represents and warrants that it has no employees and does not intend to hire employees to perform contractual services and thus has provided a U.S. state-issued driver’s license or ID card in lieu of an affidavit if, which license or ID card was issued by a State that verifies lawful immigration status before issuing the license of ID card. If my status changes I will, before hiring any employees, immediately notify the District in writing and provide all affidavits required. (Complete the Affidavit of No Employees); OR

(c) ______ (Initial here) Contractor represents and warrants that it does not physically perform any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 et al. and thus does not have to comply with the foregoing Georgia law.

3) ___(Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) ___(Initial here) Contractor agrees that, if Contractor employs or contracts with any subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-.02, that Contractor will secure from each subcontractor at the time of the contract

**Return with complete RFP packet**
the subcontractor’s name and address, the employee-number applicable to the subcontractor, the date the authorization to use the federal work authorization program was granted to subcontractor; the subcontractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor’s agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

5) [Initial here] Contractor agrees to provide Henry County Schools with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08 within five (5) business days of receipt.

**Return with complete RFP packet**
Henry County Schools
Purchasing Department

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with Henry County Schools has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor’s correct user identification number and date of authorization is set forth here n below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Henry County Schools, unless at the time of the contract said subcontractor:
   (a) is registered with and participates in the federal work authorization program;
   (b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
   (c) agrees to provide Contractor with notice of receipt and a copy of every subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to Henry County Schools at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide Henry County Schools with copies of all other affidavits or other applicable verification received by Contractor (i.e.: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

_________________________________________________________  ____________________________
EEV/Basic Pilot Program User Identification Number  Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

_________________________________________________________
Company Name / Contractor Name

BY: ______________                        ____________________________
Signature of Authorized Officer or Agent  Date

_________________________________________________________
Title of Authorized Officer or Agent of Contractor

_________________________________________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_________________________________________________________
DAY OF _____________________, 20___

Notary Public  My Commission Expires

**Return with complete RFP packet**
Henry County Schools  
Purchasing Department  

SUBCONTRACTOR AFFIDAVIT  

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) The undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with __________________ (name of contractor), which has a contract with Henry County Schools.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Henry County Schools, unless said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every subcontractor Affidavit or other permissible verification procured by subcontractor at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other applicable verification to the Contractor at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

__________________________  __________________________
EEV/Basic Pilot Program User Identification Number  Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

__________________________
Company Name / Sub-contractor Name

__________________________  __________________________
BY:  Signature of Authorized Officer or Agent (of Subcontractor)  Date

Title of Authorized Officer or Agent of Subcontractor

__________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

__________________________  ________________, 20__
DAY OF ______________________, 20__

__________________________  __________________________
Notary Public  My Commission Expires

**Return with complete RFP packet**
Henry County Schools
Purchasing Department

AFFIDAVIT OF NO EMPLOYEES

The undersigned, in connection with a proposed contract or subcontract with Henry County Schools for the physical performance of service in the State of Georgia (the “Contract”), hereby affirms and certifies under penalties of perjury that:

(a) I am a sole proprietor.
(b) I do not employ any other persons.
(c) I do not intend to hire any employees to perform the Contract.
(d) A true, correct and complete copy of my driver’s license is attached hereto.
(e) If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract then before hiring any employees, I will:
   (i.) immediately notify the School District in writing; and
   (ii.) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
   (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

________________________________________________________________________
Print Company Name / Name of Sole Proprietor

________________________________________________________________________
BY: Signature of Authorized Officer/Agent Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_______ DAY OF _____________________, 20________

________________________________________________________________________
Notary Public

________________________________________________________________________
My Commission Expires

[Attach copy of driver’s license]

**Return with complete RFP packet**
Henry County Schools
Purchasing Department

SUSPENSION AND DEBARMENT CERTIFICATION

1. All vendors, including sub-contractors, must complete this certification and certify under penalty of perjury that, except as noted below, certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed above; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

2. If such persons or vendors later become aware of any information contradicting the statements above, HCS will be promptly notified.

3. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

Printed Name and Title of Officer Authorized to sign on the company’s behalf:

______________________________

Signature:

Date:

Name of Company:

**Return with complete RFP packet**
HENRY COUNTY SCHOOLS

Guidelines for Proposers or Other Non-Employees Who Frequent the School and Have Limited Access to Students:

• Non-employees are only to have contact with students as determined necessary by school administration or designee. For example, vendors marketing products are not to initiate or continue conversations or activities with students, unless authorized to do so by the administration/designee.

• Non-employees are only to be in the building in designated areas necessary to conduct their specific responsibilities.

• Non-employees should not react to student actions/behavior other than to report these actions to the administration.

• Non-employees, while on school premises, are expected to conduct themselves properly in both actions and speech.

• Non-employees are authorized to be on school premises only during regular school hours or during times pre-arranged with the school administration.

• Except where the Principal has provided specific written permission, non-employees who conduct business within a school must do so without soliciting students to participate or aid them in performing their responsibilities.

Vendor Acceptance: ______________________________________

Date: ____________________________________________________

**Return with complete RFP packet**
Henry County Schools

RFP 67510-40-01, DESIGN/BUILD SERVICES FOR PROPANE FUELING STATION

RESPONDENT NAME:

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HENRY COUNTY SCHOOLS
GENERAL TERMS AND CONDITIONS
DESIGN/BUILD SERVICES FOR PROPANE FUELING STATION RFP # 67510-40-01

Note: Henry County Schools will herein be referred to as HCS within this document.

1. It is the proposer’s responsibility to thoroughly read, in its entirety, all information within the Request for Proposal (RFP). All questions must be submitted in writing to the email address included in the RFP and to carol.freeman@henry.k12.ga.us by the deadline in the invitation letter. Questions and responses will posted on our website.

2. No warranty is made or implied as to the accuracy of the information contained in these specifications. This document has been assembled from reasonable information sources available to HCS. If there are any facts, which are known to have been omitted or appear to be erroneously stated, proposers should report them via email immediately to carol.freeman@henry.k12.ga.us. By submitting a proposal, the proposer agrees that any error, misstatement or other misstaken information provided to proposers shall not invalidate any proposal accepted by HCS. However, the proposer may be entitled to a commercially reasonable adjustment based upon correct information.

3. Proposals received after the date and time specified will not be considered.

4. By submitting a proposal, the proposer warrants that any goods or services supplied to HCS meet or exceed specifications set forth in this RFP. Companies may deviate from Specifications if such deviation is considered by the proposer to be more advantageous to HCS; however, ALL such changes MUST be clearly and fully identified, including cost savings and justified in a letter accompanying this proposal. Furnishing of cuts, catalogs or printed description will not relieve the proposer of this requirement.

5. The Proposer Order Information form (when included as part of the proposal) is REQUIRED from all proposers. All information requested must be complete. Proposer must disclose when individual items from the same manufacturer require separate shipping or when a proposer represents multiple manufacturer product lines that require separate orders. Upon review of Proposer Order Information form, HCS reserves the right to request additional information, clarification of information provided, request or reject specific manufactures or individuals to provide services.

6. In accordance with O.C.G.A. §36-91-21(c) (2), HCS reserves the right to discuss, negotiate, and request revisions of any proposal after submission prior to an award with proposers reasonably susceptible of being selected for the award of the RFP.

7. HCS is exempt from all state sales tax and federal excise tax. These taxes shall not be included in the proposal.

8. Proposers shall state the unit price, individual price as well as the total price for each item where applicable. HCS does not assume responsibility for mathematical errors. All prices submitted must be firm for the duration of the term specified in the cover letter for this RFP. Failure to do so may result in rejection of proposal.

9. Where applicable, trade name, brand, or manufacturer specified in the RFP are intended for description and as an indication of the desired quality. Unless otherwise noted within the RFP, items of other manufacturers of equal or better specifications will be considered. You must note the manufacture trade name, brand, or manufacturer being submitted with the proposal and include the
HENRY COUNTY SCHOOLS
GENERAL TERMS AND CONDITIONS
DESIGN/BUILD SERVICES FOR PROPANE FUELING STATION RFP # 67510-40-01

manufacture’s catalog and/or brochure showing a picture of the item along with item detail such as manufacture code, case pack, item size, item description, case/item weight, case/item cube, etc. as may be applicable.

10. When requested, samples of items requested by the RFP must be provided at no additional charge to HCS. Samples are to be submitted to HCS Purchasing Department. Samples must be tagged with proposer’s name, manufacturer’s name, and HCS RFP item #. Samples will only be returned at the proposer’s written request. The request must state the method of return at time of proposal submittal and the return will be at proposer’s cost. If proposer requests to pick up samples, pick up must be by appointment and within 30 days of award notification. Samples left with HCS without return directions will become property of HCS 31 days after notification. Samples for all awarded items become property of HCS for product verification.

11. When assembly, installation, and/or setup are specified within the RFP, a proposer’s representative should be present at the time of delivery to oversee assembly, installation, and/or setup.

12. When applicable, proposal shall include charges for assembly, setup, installation, shipping, delivery, handling, environmental fees, fuel surcharges, and any other costs associated with the RFP. HCS will not pay any additional costs and fees not disclosed within the proposal.

13. When the RFP specifies assembly and/or installation of equipment or furniture, the proposer shall be responsible for removal of debris (packing, shipping materials, pallets, etc.) from Henry County schools and offices.

14. When applicable, proposals must provide estimated delivery time after receipt of order or time of completion. Delivery/completion times in excess of the time specified in the RFP constitute a breach of contract. Prompt delivery/completion is a material element of the RFP. All time shall be stated in calendar days. Failure to deliver in accordance, as specified, could result in the proposer being declared in default. Time shall be considered of the essence.

15. Proposers may be required to show they have the necessary facility, technical abilities, skills, experience, qualifications, available personnel, and the financial resources to execute the work in a satisfactory manner and within the time specified in the RFP.

16. HCS reserves the right to accept or reject any part of the proposal submitted. Proposals may be accepted in whole or in part.

17. The length of time prices are in effect and the proposer order minimum requirements will be given serious consideration in making awards.

18. Proposals will be evaluated upon the following criteria:

   A. Company – History of company, Qualifications – licenses, certifications and insurance
   B. References – Quality of work, schedule management, professionalism of employees and contractors, (References from GA school districts will be given added weight)
   C. Plan – Scope of all work, Schedule for installation of infrastructure, Timing for delivery/repairs, Assurance that all propane needs will be satisfied
   D. Price – Total cost per gallon of delivered propane, value of school system incentives/rebates
19. For HCS Distribution Center and direct school deliveries, all proposers must call at least 48 – 72 hours in advance of shipment to secure a delivery appointment for orders. Failure to do this may result in refusal of order. HCS will not be responsible for any charges related to unscheduled or nonconforming orders. All deliveries must have a complete bill of lading noting both purchase order and name of school and/or department indicated on the purchase order.

20. Products shall be shipped F.O.B. point of delivery. Products shall be shipped complete from one shipping point and MUST be shipped directly to the address stated on the purchase order. If at any time the proposer ships from multiple locations, HCS may require separate purchase orders. A list must be included in this RFP response if there are any items proposed with different points of origination.

21. Construction/Renovation project orders are identified on the purchase order. Delivery date required for purchase orders for new construction/renovation projects are estimates based off substantial completion dates. Do not ship without confirming delivery appointment. HCS is not responsible for orders shipped without confirmed delivery appointment and/or received by personnel other than HCS personnel and HCS will not pay any associated costs.

22. All items shipped to HCS Distribution Center that exceed ten (10) cartons or are in excess of 200 pounds are to be shipped on standard size pallets (40x48), unless otherwise notified. Failure to do this may result in refusal of order or proposer responsible for restacking of product on pallets. If items quoted cannot be shipped on standard size pallets, this MUST be noted in the proposal.

23. Preference may be given to the proposer who has a local representative assigned to Central Georgia to coordinate shipments and/or services and work closely with the School District should problems arise.

24. Quantities of goods and/or services described in this RFP are estimates. Quantities or services actually ordered or utilized may vary from the description stated within the RFP due to budget limitations, availability of funds, or needs. Unless otherwise specified, HCS does not guarantee the quantity of products or services to be purchased or utilized. In the event HCS wishes to purchase goods or services in excess of the RFP specifications, proposer shall supply the additional goods or services upon the same terms, conditions, and price as reflected within the proposal.

25. It is the proposer’s responsibility to ensure that all purchase orders/equipment/services are delivered and received within the order lead-time specified within this RFP.

26. HCS RESERVES THE RIGHT TO IMPOSE A CHARGE OF 1% of the gross amount of the purchase order/equipment cost/service cost for every day that any portion of the order is not delivered when specified. This additional charge is not intended as a penalty but a reasonable estimate of damage to HCS for late or unfulfilled orders.

27. It is the proposer’s responsibility to ensure that all invoices for purchase orders/equipment/services are received in a timely and accurate manner. HCS reserves the right to impose a charge of 2% of the gross amount of the purchase order/equipment cost/service cost for handling fees related to invoice
discrepancy when the purchase order was confirmed at time of order placement and/or award pricing and term exist. This additional charge is not intended as a penalty but a reasonable estimate of damage to HCS for late or unfulfilled orders.

28. Each purchase order/service order shall be issued representing the total quantity of the goods or services required by HCS. Payment shall be made, net 30, after complete authorized delivery or completion of the service specified.

29. Insurance Requirements: During the term of this award, the proposer shall maintain comprehensive general liability insurance, automobile liability, and professional liability/errors and omissions insurance with individual limits of not less than one million dollars and a minimum of $500,000 in Employers Liability insurance limits and Georgia statutory limits for workers compensation insurance on a form satisfactory to HCS underwritten by financially stable companies (“A” rated or better). A Certificate of Insurance, in a form satisfactory to HCS evidencing said coverage shall be provided to HCS as part of this proposal. The general liability insurance policy shall be endorsed to include HCS as an Additional Insured, and this shall be noted on the Certificate of Insurance. No insurance will be acceptable unless written by a company licensed by the Georgia State Insurance Commissioner to do business in the State of Georgia at the time the policy is issued and the company must in addition be acceptable to HCS. Each policy of insurance shall provide advance notice of cancellation of insurance to the School District. These requirements apply to self-insured as well. Additional insurance limits may be required as determined by School District personnel based on a review of the proposal. In the event the insurance required hereby provides insurance coverage on a Claims-made Coverage basis (A policy of insurance providing coverage that is triggered when a claim is made against the insured during the policy period) rather than Occurrence Coverage (A policy of insurance that provides coverage for incidents occurring during the policy period regardless of when the claim is made). Proposer must assure that the Claims-made policy must provide (i) that the retroactive date of the policy be shown, and such date must be prior to the effective date of this contract; (ii) the required insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract (“tail coverage”); (iii) if the required insurance policy is canceled or non-renewed during the term hereof together with the three (3) additional years of tail coverage required in (ii), and not replaced with another claims-made policy exhibiting a retroactive date of coverage prior to the contract effective date, Proposer must purchase “extended reporting” coverage for a minimum of three (3) years after completion of the contract.

30. Third Party Employee Fidelity Insurance Requirements
   A. If the proposer will be working on HCS premises or have access to a HCS computer system, then Third Party Employee Fidelity coverage is required.
   B. During the term of this award, the proposer shall maintain Employee Fidelity Insurance with a minimum of $250,000 in limits per employee. Additional insurance limits may be required as determined by School District personnel based on a review of the proposal. The policy must be endorsed to modify the policy to include coverage on the Schoel District’s premises and this shall be so noted on the Certificate of Insurance.
   C. Each policy of insurance shall provide advance notice of cancellation of insurance to the School District. A Certificate of Insurance, in a form satisfactory to the School District, evidencing said coverage, shall be provided to the School District within fifteen (15) days of Award Notification and prior to the performance of any services.
31. Indemnification and Hold Harmless: Proposer shall indemnify and hold harmless HCS, its officers, agents and employees from:
   A. Any claims, suits, activity, liability, expenses, damages and attorney fees in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, in part or in whole, from the negligent or intentional acts or errors and/or omissions of Proposer, its officers, employees and/or agents, including its sub or independent contractors, resulting from, arising out of, or occurring in connection with the performance of the award.
   B. Any claims, damages, penalties, costs and attorney fees arising from any failure of Proposer, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
   C. HCS will not indemnify, defend or hold harmless in any fashion the Proposer from any claims arising from any failure, regardless of any language in any attachment or other document that the proposer may provide.
   D. Proposer shall pay HCS any expenses incurred as a result of Proposer’s failure to fulfill any obligation in a professional and timely manner under this award, including reasonable attorneys’ fees incurred.

32. Claims and Suits: If the answer to any question below is yes, please attach details.
   A. Has your organization ever failed to complete any work awarded?
   B. Are there any judgments, claims, legal proceedings or suits pending or outstanding against your organization or its officers?
   C. Has your organization filed any lawsuits or any other legal proceedings with regard to the company’s delivery of goods and services within the last ten years?

33. Right to Privacy/Data Security: Proposers shall maintain compliance with any and all laws pertaining to an individual’s right to privacy and shall not divulge any information to unauthorized parties nor use data in any way that is or may be in conflict with state and/or federal laws.

34. The proposer certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item (s), and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. The Non-Collusion Certification must be completed and submitted as part of this proposal.

35. The Georgia Security & Immigration Compliance Act Documents must be completed and submitted as part of this proposal.

36. The Debarment and Suspension Certification must be completed and submitted as part of this proposal.

37. Where applicable, the proposer shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State, and Federal Laws, ordinances, rules and regulations. The proposer shall maintain the licenses required in a current status after award and throughout the course of the proposer’s association with HCS.

38. Inspection of Work: The proposer shall assume the responsibility of furnishing all products, services, labor, and materials for all work in accordance with these specification as well as industry standards.
Any inspection of the work by HCS shall in no way affect said responsibility and undertaking of the Proposer; nor shall the failure of any of the foregoing to discover or to bring to the attention of the Proposer the existence of any work or materials not in accordance with said documents in any way affect such obligation of the proposer of the rights and remedies of HCS.

39. All Sub-Contractors shall be bound by all requirements and specifications as stated and required within this RFP. At a minimum the following must be included with this proposal: list of names of all sub-contractors, all services sub-contractor will perform, Proposer Application and Agreement for each sub-contractor, Business References for each sub-contractor, and Signed Acknowledgement of Terms and Conditions for each sub-contractor, and Insurance Certificate for each sub-contractor. HCS reserves the right to reject the use of any sub-contractors for services. The Sub-Contractor Form must be provided as part of this proposal, name of form: Sub-Contractor Form.

40. In the event any property or service proposed within original RFP submittal furnished by the awarded proposer should for any reason not conform to the specifications contained herein or to the sample submitted by proposer with this proposal, or fail to perform the services in accordance with specification of award, proposer shall be considered in default upon failure to cure such deficiency within forty-eight (48) hours of verbal or written notification of unsatisfactory or nonconforming property or service. Upon such default, HCS may reject the property or service and the proposer shall not be paid for any part of that order or service. If the award is terminated for default, proposer may be asked to remove or return equipment or product from HCS facilities at no cost or penalty to HCS. HCS may elect, with its own personnel, to remove product or equipment from any HCS facility and make it available for proposer to pick up at one central location. In the event of unsecured default, HCS may procure such goods or services from other sources including the next best proposal. HCS shall have the absolute right to deduct from any monies due the proposer or that may thereafter become due the difference between the RFP cost and the actual cost of the property or service to be replaced or substituted. Failure by a proposer to perform on delivery of goods or services as specified may also result in the removal of the proposer from doing business with HCS for a period of up to two years.

41. It is the proposer’s responsibility to notify and obtain the approval, in advance, in writing by HCS, Attn: Purchasing Manager, of any substitution or changes made to product/service after the award is made, including model #’s, item specifications, case pack along with product sample prior to shipment. The notification will require an explanation for the changes. HCS reserves the right within their sole and absolute discretion to reject any and all substitutions or changes. Failure to notify and obtain the written approval in advance may cause the shipment to be rejected at the shipper’s expense. HCS reserves the right to award all or part of the supply agreement to another proposer if there is a failure to notify and receive express permission of substitutions or changes in product or services to be provided.

42. Proposer must submit, where applicable, a detailed manufacture warranty statement/certificate for each item proposed. Proposers are required to submit warranty repair procedures in detail. Proposers are also required to submit a listing of all local Authorized Manufacture Warranty repair locations. All manufacturers are required to be authorized and certified for making warranty repairs. A copy of certification should be included in complete proposal package.

43. Proposers are required to submit a listing of local service/repair locations and contact information.
44. HCS reserves the right to terminate for convenience the award through this solicitation. In addition, proposer agreements must include a provision which requires that the award will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the School District under the award or any other provision reasonably necessary to protect the interests of the School District. Successful proposer must include at least by reference in any contract, purchase order, lease or other evidence of understanding the provisions of OCGA § 20-2-506 (b) which states:

“ (b) Except as otherwise provided in this Code section, each county, independent, or area school system in this state shall be authorized to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies, provided that any such contract shall contain provisions for the following:

(1) The contract shall terminate absolutely and without further obligation on the part of the school system at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this Code section;

(2) The contract may provide for automatic renewal unless positive action is taken by the school system to terminate such contract, and the nature of such action shall be determined by the school system and specified in the contract;

(3) The contract shall state the total obligation of the school system for the calendar year of execution and shall further state the total obligation, which will be incurred in each calendar year renewal term, if renewed;

(4) The total combined annual payments for contracts under this Code section and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution in any calendar year, excluding guaranteed energy savings contracts, shall not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the school system in the most recently completed fiscal year; provided, however, that the foregoing limitation shall not apply to contracts with other public educational entities, including school systems in this state, for the education of students; and

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

45. HCS has the right to review proposer performance at any time as it relates to reliability, service, delivery, meeting requirements stated within this RFP, and invoice discrepancies and cancel current award and award to another proposer if deemed in the best interest of the School District.
46. Proposer must submit a minimum of five (5) business references, School Boards or other clients of similar size and nature to HCS for which a project comparable to the scope of this project was completed by using the Reference Form provided with this proposal.

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

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

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

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

51. The proposer agrees to perform state and national background checks on any employees, agents, and sub-contractor’s employees and agents who will be working on the HCS’s property and may come within contact or proximity to children. Proposer agrees to exclude all employees, agents, and subcontractor’s employees and agents from HCS’s property who have been convicted of a crime involving moral turpitude or been placed on any State or Federal sex crime registry. Proposers are required to provide a statement of compliance.

52. The proposer is required to sign and submit as compliance HCS Guidelines for Proposer/Non-Employee with Limited Access to Students.

53. Security Requirements: All proposers and their employees working on HCS property must report to the front office of the site they are servicing to sign in when arriving and sign out when departing. They must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. Awarded proposer shall provide and institute necessary security measure to prevent unauthorized access to any and all computer networks, Proprietary Information, trade secrets and/or Student Information by any of its employees or agents, and proposer shall be liable and responsible to HCS for any and all security breaches by its employees or agents.
54. Services should be scheduled so as to not interfere with normal school activities.

55. All areas of work shall be left in a clean condition. All debris shall be removed on a daily basis. No material, chemicals, equipment, or tools shall be left unattended. Students must be kept away from the area while work is in progress.

56. Proposers are required to submit, at minimum, all requested information. However, any additional information or recommendations will be considered.

57. All property or services furnished shall comply with all applicable Federal, State, and Local laws, codes, and regulations. When all factors are equal, local products will receive preferential treatment.

58. Proposer shall execute a contract substantially similar to the SAMPLE CONTRACT attached hereto.

59. Awards will not be determined at time of proposal opening in order to allow for thorough analysis and tabulation of all proposals received. Award notifications will be sent to all companies who submitted proposals within 30 days of receipt of proposals. Phone calls or emails requesting award status during the analysis and tabulation period shall not be made to any HCS representative.

60. Where applicable, term may be extended if requested by the successful proposer at least 120 days in advance of the current term of expiration by request to the Purchasing Manager.

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

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

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

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

Purchasing Manager
Henry County Schools
33 N. Zack Hinton Parkway
McDonough, GA 30253
Carol.freeman@henry.k12.ga.us
The outside of the envelope or subject line of the email should clearly state “Protest RFP xx-xx” in large, bold letters. Protests will be deemed received when they are physically received by the Purchasing Department. Faxes are unacceptable methods of delivery and will be rejected. HCS will thoroughly review and evaluate all protests and base the decision on the merits of the protest. A written response will be provided by HCS within ten (10) working days of the receipt of the protest.

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

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

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

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

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

65. Record Retention and Access Clause
When federal funds are involved the proposer shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the School District, throughout the term of the
HENRY COUNTY SCHOOLS  
GENERAL TERMS AND CONDITIONS  
DESIGN/BUILD SERVICES FOR PROPANE FUELING STATION RFP # 67510-40-01

award and for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The proposer shall permit the Auditor of the State of Georgia or any authorized representative of the HCS, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the proposer relating to orders, invoices or payments or any other documentation or materials pertaining to the award, wherever such records may be located during normal business hours. The proposer shall not impose a charge for audit or examination of the proposer’s books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Henry County Schools reserves the right to charge the proposer for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

66. Potential Small Businesses, Minority and Women’s Business Enterprises

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

67. This RFP is considered professional in nature. The evaluation of the submittals shall be based upon consideration of the qualifications and capabilities of the proposers. Submittals will be evaluated on a combination of factors. They include, but are not limited to the following criteria:

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
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<tbody>
<tr>
<td>Company</td>
<td>20</td>
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<tr>
<td>History of company, including history of work of this type Qualifications – Licenses, Certifications and Insurance</td>
<td></td>
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<tr>
<td>References</td>
<td>20</td>
</tr>
<tr>
<td>Quality of work</td>
<td></td>
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<tr>
<td>Schedule management</td>
<td></td>
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<tr>
<td>Professionalism of employees and contractors (References from GA school districts will be given added weight)</td>
<td></td>
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<tr>
<td>Plan</td>
<td>20</td>
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<tr>
<td>Scope of all work</td>
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<tr>
<td>Schedule for installation of infrastructure</td>
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<tr>
<td>Timing for delivery/repairs</td>
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<tr>
<td>Assurance that all propane needs will be satisfied</td>
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<tr>
<td>Price</td>
<td>40</td>
</tr>
<tr>
<td>Total cost per gallon of delivered propane</td>
<td></td>
</tr>
<tr>
<td>Value of school system incentives/rebates</td>
<td></td>
</tr>
</tbody>
</table>

68. Proposer is expected to possess and maintain a current Georgia State Contractor’s License. Submit a copy of the license or the license number with the proposal documents.
CHECKLIST FOR ITEMS TO BE RETURNED WITH PROPOSAL PACKET

Submit required documents in the following order:

☐ One (1) complete proposal in 3 ring binder and electronic form on USB flash drive (Invitation Letter)
☐ Proposal form with ALL information completed (General Term #8)
☐ Signed acknowledgement of Terms and Conditions (enclosed with RFP Package)
☐ Any misc. & additional charges not listed on proposal form (General Term # 56)
☐ Proposer Information and Agreement (General Term # 47)
☐ Five business references (General Term # 46)
☐ Sub-Contractor Form (General Term # 39)
☐ Proof of Insurance (General Term # 29, 30)
☐ Non-Collusion Certification (General Term # 34)
☐ Georgia Security & Immigration Compliance Act Documents (General Term #35)
☐ Suspension and Debarment Certification (General Term # 36)
☐ Statement of compliance for background screening (General Term # 51)
☐ Statement of Compliance with a Drug-Free Workplace Program (General Term #50)
☐ Signed guidelines for Proposer/Non-employee with limited access to students(General Term #52
☐ Company Contact List (General Term # 47)
☐ GA State Contractor's License (General Term #68)
☐ Checklist with all items checked
Henry County Schools
Design/Build Services for Propane Fueling Station RFP # 67510-40-01
Proposal Form

Proposer: ________________________________

Contact Name: ______________________________

Phone Number: ______________________________

Email: ______________________________

Location: Henry County Schools
Transportation Department
255 Lemon Street
McDonough, GA 30253

LPG Price at Fixed Margin over the posted wholesale cost of LPG at the Milner, GA pipeline ____________.

The fixed margin will remain the same throughout the first 5 years of the lease with an option to renew for 3 years with the fixed margin over posted wholesale presented to HCS four (4) months prior to the end of the initial 5-year period. The only price change shall be the actual wholesale price as posted in the BPN (Butane Propane News) weekly posting.

**Return with complete RFP packet**
SAMPLE CONTRACT

_________________________ Agreement

This __________________________ agreement (the “Agreement”) is made and entered into as of this ______________ day of __________________, 2019, by and between Henry County Schools a/k/a Henry County School District (“District”) and __________________________ (“Supplier”). District and __________________________ will be referred to jointly as the “Parties” and individually as a “Party”.

The Parties hereto agree that the __________________________ issued by the District on __________________________ (together with duly issued addenda by the District, collectively, the “RFP”) and __________________________’s response to the RFP dated __________________________ (the “Proposal”) are hereby incorporated by reference in their entirety as if fully set forth within the body of this agreement. In the event of any ambiguity, discrepancy, or conflicting provisions, the issue shall be resolved based upon the following order of precedence (1) the express terms of this Agreement (excluding any documents incorporated by reference, including all exhibits and attachments attached hereto); (2) the terms of this RFP including the District’s general specification, terms, and conditions along with all other documents included within the RFP which documents are incorporated herein by reference; then (3) the terms of the Proposal.

Any “click-wrap agreement”, agreements incorporated within a software product or other automatic agreements required to be accepted to use a product shall have no force or effect and shall not supersede or supplant the provisions hereof.

Pricing may not be changed, modified or updated from the amounts indicated in the Proposal.

{Supplier} acknowledges that the relationship between District and {Supplier} is vendor and vendee, and that {Supplier} is, and shall at all times remain, an independent contractor. {Supplier}, its agents, servants, employees and any sub-suppliers or sub-contractors shall under no circumstances be deemed agents or representatives of District for any purpose whatsoever, unless otherwise agreed to in writing, and {Supplier} shall have no authority to enter into any contracts or commitments in the name or on behalf of District, or to bind District in any way. {Supplier} is not and shall not be deemed to be a franchisee of District, and {Supplier} covenants and agrees not to make any representation to any person, express or implied, to the contrary.

{Supplier} expressly represents and warrants to District that each and all of the products and/or services supplied shall: (i) be of first-class quality and conform to all of {Supplier}’s specifications and advertising; (ii) preformed in a good and workman like manner; and, (iii) conform to all applicable standards and regulations promulgated by any and all governmental and regulatory authorities, including without limitation the U.S. Food and Drug Administration, the Federal...
SAMPLE CONTRACT

Trade Commission, and the various state, municipal, territorial and local governmental and regulatory authorities, as well as any standards customary and accepted in the industry.

{Supplier} expressly makes and confirms all other warranties implied by law and by custom and usage in the trade.

{Supplier} shall comply with the provisions of OCGA §13-10-90 et seq.

In accordance with OCGA §50-5-85 by execution hereof {Supplier} certifies that they do not currently participate in an organized boycott of Israel. Supplier/Contractor/Vender further certify and agree that they will not participate in a boycott of Israel during the term of this contract.

DEFAULT

(a) Any one or more of the following events shall constitute an event of default under this Agreement:

(i) the breach of any covenant, agreement, representation or warranty under this Agreement, which breach shall not be cured within fifteen (15) days after notice of such breach given by the nonbreaching party ("Cure Period") shall be deemed to be a default under this Agreement, provided, however, that in the event such breach is the third breach under this Agreement by such party within any 12-month period, then such breach shall constitute an event of default immediately upon the giving of notice by the nonbreaching party of such breach; or

(ii) the failure of {Supplier} to cure a breach of this Agreement within the time and in the manner provided; or

(iii) the bankruptcy of {Supplier} to this Agreement. For purposes of this Agreement, the term “bankruptcy” shall mean the filing of a petition commencing a voluntary case under the Bankruptcy Code; a general assignment for the benefit of creditors; an admission in writing by such party of its inability to pay its debts as they become due; the filing of any petition or answer in any proceeding seeking or consenting to, or acquiescing in, any insolvency, receivership, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; the filing of any answer or other pleading admitting or failing to deny, or to contest, the material allegations of the petition filed against such party in any such proceeding; the seeking or consenting to, or acquiescence in, the appointment of any trustee in bankruptcy, receiver or liquidator for the business or property of such party; or the commencement against such party of any involuntary case under the Bankruptcy Code, or a proceeding under any receivership, composition, readjustment, liquidation, insolvency, dissolution or like law or statute,
SAMPLE CONTRACT

which case or proceeding is not dismissed or vacated within ten (10) days of commencement.

(b) Upon the occurrence of an event of default under this Agreement, the non-defaulting party may at its option immediately terminate this Agreement upon notice to the other party of such termination. The non-defaulting party shall have available to it and may pursue all other rights and remedies under applicable law.

(c) Any subsequent shipment by {Supplier} to District of, and any subsequent orders submitted by District to {Supplier} for, Products, and District’s acceptance of and payment for such Products, shall not constitute a waiver of any breach under this Agreement.

TERMINATION

(a) This Agreement shall terminate upon the earliest to occur of any one of the following events:

(i) at the expiration of the Initial Term or any Renewal Term;

(ii) upon the occurrence of an event of default of this Agreement and notice being given;

(iii) at any time upon not less than _______ days’ notice by District to {Supplier} terminating this Agreement.

(b) Upon termination of this Agreement:

(i) all indebtedness between {Supplier} and District shall become due and payable; and,

(iv) neither party shall not have any liability to the other party as a result of or in consequence of any such rightful termination for loss, cost or damage directly relating to such rightful termination, including, but not limited to, any loss of future profits, or any expenses incurred or claimed to have been incurred by the other party in reliance upon the continued effectiveness of this Agreement, such as for, among other things, development of business, procuring customers, expenditures or commitments made in connection with such party’s business, or for any other such cause, provided, however, that the foregoing shall not be construed to affect any indebtedness then due and owing between the parties and any other rights or remedies of the parties relating to the performance, nonperformance or other actions in violation of this Agreement.

INDEMNIFICATION

{Supplier} indemnifies and holds District harmless from and against any and all actions, suits, proceedings, claims, losses, liabilities, damages and expenses (including attorneys’ and experts’ fees and sums reasonably expended in investigation and settlement of litigation, pending or threatened) arising out of or in connection with any breach by {Supplier} of any term, provision,
SAMPLE CONTRACT

covenant, agreement, representation or warranty contained in this Agreement, including, but not limited to, the breach of any warranties under this Agreement, express or implied, any and all product liability claims, actions and other proceedings, patent, copyright, trademark, trade name or service mark infringements or claims of infringement, and any and all other claims, actions and proceedings against District relating to the Products or Services.

Upon the occurrence of any event giving rise to a right to seek indemnification under this Agreement, the District shall deliver or transmit to the indemnifying party a documented notice of such claim, action or proceeding within ten (10) days after it becomes known to such party, provided, however, that the failure to give such notice shall not relieve the indemnifying party of its obligations to indemnify. The indemnifying party shall, within ten (10) days after receipt of such notice, notify the District as to whether or not it intends to take over the defense of such action, failing which, the party seeking indemnification shall be entitled to take over the defense of the action. Upon proper notification by the indemnifying party of its intention to defend the claim, the indemnifying party shall engage counsel reasonably satisfactory to the indemnified party to assume the investigation and defense of the claim and shall keep the indemnified party and its counsel currently informed as to all material aspects of the claim and its investigation and defense. The indemnified party may, in such case, engage counsel to assist in the investigation and defense of the claim, but shall not be entitled to reimbursement for any expenses related to the engagement of such counsel. If the indemnifying party elects not to assume the investigation and defense of the claim, or fails to make any election within the time period in this Agreement provided, or if in the reasonable opinion of counsel to the indemnified party, the indemnified party has available to it defenses which are contrary to the interests of the indemnifying party in any such action, then the indemnified party shall be entitled to engage its own counsel for such investigation and defense, and shall be entitled to the full indemnification therefor.

NOTICE

Any notices or other communications under this Agreement is to be in documented form. Any notice or other communication, including any Purchase Order Form, or invoice, may be delivered personally, or by United States first class mail, or by Postal Service or commercial overnight document delivery service, or may be transmitted by electronic means, using the following contact information:

If to [Supplier]:
[contact person(s)]
[complete street and mailing address]
[landline, mobile and facsimile telephone number(s)]
[E-mail address(es)]

If to District:
Carol Freeman
33 N. Zack Hinton Parkway, McDonough, GA 30253
770-957-6601, 770-957-7971
SAMPLE CONTRACT

Carol.freeman@henry.k12.ga.us

Any notice given under this Agreement is deemed to have been given on the date dispatched or transmitted, or if given personally, on the date such notice document was personally delivered. The contact information in this paragraph may be changed by the respective parties upon a documented notice delivered pursuant to this paragraph.

APPICABLE LAW

This Agreement shall be deemed to have been executed in the City of McDonough, Georgia, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Georgia. All suits, proceedings and other actions relating to or arising out of this Agreement shall be submitted to the jurisdiction of the courts of the State of Georgia, or the federal district court for the Northern District of Georgia (Atlanta Division) and venue for any such suits, proceedings and other actions shall be in McDonough, Georgia. {Supplier} waives any claim against or objection to jurisdiction and venue in the courts of the State of Georgia in the City of McDonough, Georgia or the federal district court for the Northern District of Georgia (Atlanta Division).

{Supplier} irrevocably appoints the Secretary of State of Georgia as its true and lawful attorney within the State of Georgia to receive service of process in any suit, action or proceeding against it arising out of or relating to this Agreement, and consents and agrees that service upon the Secretary of State of Georgia shall be of the same force and validity as if served personally upon Seller in the State of Georgia.

DATA PROTECTION

Supplier acknowledges that by the nature of the work it may be granted access to District’s Data. “District’s Data” includes all Personally Identifiable Information (“PII”) and other non-public information regarding District, District’s students, parents and/or customers. Data includes, but is not limited to, student and parent data, metadata, credit card information, credit information, educational records, student images, and user content. Supplier may have a limited, nonexclusive license to District’s Data for the purpose of performing its obligation as outlined in this Agreement. Regardless of the parties’ current contractual postures (breach of contract, non-payment etc.) District Data will always be available to District without conditions. Supplier may only use de-identified data for product development, research or other purposes to improve its services under this agreement. Supplier may only collect data necessary to fulfill its duties as outlined in this agreement. De-identified data will have all direct and indirect personal identifiers removed. This includes but is not limited to, name, ID numbers, credit card number, credit information, date of birth, demographic information, location information, student images, and/or school ID. Furthermore, Supplier agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees in writing not to attempt re-identification.
SAMPLE CONTRACT

Any data collected by Supplier that contains PII may not be used for any purpose other than the specific purposes outlined in this agreement. Supplier will not change how data is collected, used or shared under the terms of this agreement without advance notice to and written consent from the authorized representative of the District. Supplier may not mine data for any purpose other than those purposes specifically contained within this agreement. Data mining, data scanning or otherwise obtaining User content for the purpose of advertising or marketing to students, students’ parents, District’s customers, or other parties is specifically prohibited.

Supplier shall undertake industry best practices at all times to ensure the security of District Data either while being stored or transmitted. This includes appropriate administrative, physical and technical safeguards to secure District Data from unauthorized access, disclosure and use. At a minimum District Data must be encrypted for storage and for internal and external transmission. Supplier shall periodically review, update, and upgrade its data security practices to assure the implementation of current industry best practices regarding security measures. Supplier shall provide prompt written notification to District in the event of a security or privacy incident. Upon written request, Supplier shall ensure that all data in its possession and in the possession of any subcontractors, agents or others are Securely Deleted or transferred back to District. Upon written request, Supplier shall certify in writing to District that all appropriate measures have been undertaken to Securely Delete or return District Data at such time as the Data is longer necessary to comply with the provisions of this agreement. “Securely Delete” means that industry standard measures are taken for the purpose of ensuring that no unauthorized person will be able to reasonably locate or extract the District Data after the deletion date.

In the event District’s Data is misappropriated or disclosed while in Supplier’s control Supplier shall indemnify and hold harmless District from all costs, claims, damages and expense, including reasonable attorneys’ fees, arising therefrom.

Supplier shall maintain for the term hereof Data Breach Insurance that will provide insurance coverage to Supplier and District to reimburse damages, assessment, fines, the cost of investigation, and response for any Data Breach caused by Supplier, its employees, agents or sub-contractors in an amount of no less than Three Million Dollars (“$3,000,000”) per occurrence. Such insurance shall be provided with an insurance company authorized to transact business in the State of Georgia with an AM Best rating of “A” or better. A certificate of such insurance shall be provided to District evidencing said coverage and naming the District as additional insured prior to execution hereof. In addition, such insurance may not terminate or be non-renewed without providing District at least thirty (30) days’ notice of termination or non-renewal. In the event the insurance required hereby provides insurance coverage on a Claims-made Coverage basis (A policy of insurance providing coverage that is
SAMPLE CONTRACT

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

INSURANCE

(a) The following requirements apply to any and all work under this contract by all Suppliers and sub-suppliers/subcontractors.

i. Any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of District. Any and all insurance must be on an occurrence basis.

ii. No Suppliers and sub-suppliers/subcontractors shall commence any work of any kind under this contract until all insurance requirements contained within this contract have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier has been provided to District.

iii. District shall be covered as an Additional Insured under any and all insurance required by the contract documents. Confirmation of this requirement shall appear on all certificates of insurance and on any and all applicable policies.

iv. District shall be given not less than thirty (30) days prior written notice of cancellation of any insurance required by the contract documents.

v. District shall be given not less than thirty (30) days prior written notice of any material change of any insurance required by this contract document.

vi. Each and every insurance agent shall warrant, when executing the certificate of insurance, that he/she is acting as an authorized representative on behalf of the companies providing coverage to the
SAMPLE CONTRACT

contract as required by the contract document and that he/she is licensed by the State of Georgia to conduct business in the State of Georgia and that the companies providing insurance coverage to the Suppliers and sub-suppliers/subcontractors are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

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

(b) Any and all companies providing insurance required by the contract documents shall meet or exceed the minimum financial security requirements as set forth below. The rating for each company shall be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance required by the contract documents shall have a current:

i. Best’s Rating of not less than “A-“, and
ii. Best’s Financial Size Category of not less than Class “VII”

(c) In the event the Supplier and sub-supplier/subcontractor neglects, refuses, or fails to provide the insurance required by the contract documents, after at least thirty (30) days prior written notice to Supplier and without cure by Suppliers and sub-suppliers/subcontractors during such period, or if such insurance is cancelled for any reason, District shall have the option in its sole discretion either to procure the same in which case the cost thereof shall be deducted from monies then due or thereafter to become due to the Supplier, or to cancel the contract.

(d) During the term of this award, the Supplier shall maintain comprehensive general liability insurance, automobile liability, and professional liability/errors and omissions insurance
with individual limits of not less than one million dollars and a minimum of $500,000 in Employers Liability limits.

(e) Worker Compensation Insurance. Statutorily required limits.

(f) Third Party Employee Fidelity Insurance applicability:
   i. Work conducted on HCS premises or requiring access to a HCS computer system.
   ii. In such instance Employee Fidelity Insurance with a minimum of $250,000 in limits per employee. Additional insurance limits may be required as determined by School District personnel based upon circumstances. The policy must be endorsed to modify the policy to include coverage on the School District’s premises and this shall be so noted on the Certificate of Insurance.

MISCELLANEOUS

(a) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their successors but shall not be assignable except as in this Agreement provided.

(b) If any term or provision under this Agreement, or any portion of this Agreement, is held to be invalid or unenforceable, it shall not affect any other term or provision under this Agreement or any part of this Agreement.

(c) All promises, covenants, agreements, representations and warranties contained in this Agreement shall survive the execution and delivery, and the subsequent termination, of this Agreement and the transactions contemplated under this Agreement.

(d) This Agreement contains the full, entire and integrated agreement and understanding between [Supplier] and District with respect to the covenants, promises and agreements in this Agreement described, and no representations, warranties, provisions, covenants, agreements or understandings, written or oral, not in this Agreement contained or referred to shall be of any force or effect. This Agreement may not be modified or amended except in writing signed by both of the parties in this Agreement.

(e) No waiver of any breach of any term of this Agreement shall be effective unless made in writing signed by the party having the right to enforce such breach and no waiver shall be construed as a waiver of any subsequent breach.

(f) This Agreement may be executed by the parties in one or more counterparts by manual or electronic signature or by use of one or more physical or electronic copies that are either physically delivered or electronically transmitted, and all of which, when taken together, constitutes one and the same original of the Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed under SEAL as of [date].
SAMPLE CONTRACT

{Signatures on following page}

{SUPPLIER}:
By [Officer’s Signature] _____________________________
Its: {Corporate Title} _____________________________
    [Corporate Seal]

DISTRICT:
By: [Officer’s Signature] ____________________________
Its: {Corporate Officer} _____________________________
    [Corporate Seal]