



**HOUSTON COUNTY SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS  
For  
SNP Warehouse Refrigerated Box Truck**

**RFP NUMBER 24-026**

For all questions about this RFP contact via email:

Jessica Deese, CPA, Issuing Officer

PH. - 478-988-6211 ext. 5

EMAIL – [jessica.deese@hcbe.net](mailto:jessica.deese@hcbe.net)

**RELEASED ON:**

**December 19, 2023**

**DUE ON:**

**January 30, 2024; 2:00 P.M. Eastern Time**

## 1.0 **INTRODUCTION**

### 1.1 **Purpose of Procurement**

The Houston County School District (herein after referred to as “District”) is seeking proposals for as specified within this solicitation.

### 1.2 **Proposal Certification**

The Houston County School District (HCSD) certifies that the use of competitive sealed bidding will not be practical or advantageous to the District in completing the acquisition described in this RFP. Competitive sealed proposals will be submitted in response to this RFP. All proposals submitted pursuant to this request will be made in accordance with the provisions of this RFP.

### 1.3 **Schedule of Events**

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

Release of RFP	December 19, 2023
Mandatory Site Visit	January 9, 2024, at 09:00 AM EST.
Deadline for written questions Email questions to: jessica.deese@hcbe.net	January 16, 2024, at 5PM EST.
Deadline for question response posted on our webpage	January 18, 2024, at 12PM EST.
Proposal Due Date	January 30, 2024, at 2 PM EST.

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

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

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

Company Name

1. Question  
Citation of relevant section of the RFP
2. Question  
Citation of relevant section of the RFP

Questions must be directed in writing via to the Issuing Officer:  
[jessica.deese@hcbe.net](mailto:jessica.deese@hcbe.net) or Fax: 478-988-6212

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any District staff except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The District reserves the right to reject the proposal of any Offeror violating this provision.

All questions concerning this RFP must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the District. Questions and answers will be posted to the HCSD website by the date listed on the Schedule of Events. Website address is <https://www.hcbe.net/purchasing/openbids>.

### **1.5 Definition of Terms**

District – Houston County School District

HCSD – Houston County School District

OCGA – Official Code of Georgia Annotated (State Statute)

Offeror – Respondent to this Request for Proposal

Contractor – Respondent to this Request for Proposal

Vendor - Respondent to this Request for Proposal

RFP – Request for Proposal

### **1.6 Contract Term**

Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement.

### **1.7 Background**

For information on the Houston County School District, visit [www.hcbe.net](http://www.hcbe.net).

### **1.8 Right to Purchase**

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

### **1.9 Delivery of Proposals**

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

### **1.10 Mandatory Site Visit**

All Vendors submitting proposals are required to attend the mandatory site visit on **January 9, 2024, at 9AM EST** at HCSD-Distribution Center, 200 Jerry Barker Drive, Warner Robins, GA 31088. Vendors will have the opportunity to inspect the current truck in use by the SNP Warehouse to determine the best overall solution for the District. Vendors who fail to participate in the mandatory site visit will not be considered for award. The vendor is strongly encouraged to allow ample travel time to ensure arrival prior to the beginning of any mandatory conference. The District reserves the right to consider any representative arriving late to be “not in attendance.” Therefore, all are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

### **1.11 Submission Expense**

The District shall not be liable for any expenses incurred by the Offeror in responding to this RFP. This shall include expenses incurred by the Offeror to conduct site visits or product demonstrations at the District site. No expenses will be reimbursed in any manner by the District.

## **2.0 MANDATORY REQUIREMENTS**

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

### **Project Objective**

The purchase of a SNP Warehouse Refrigerated Box Truck. This vehicle will be utilized solely by the School Nutrition Program for food transport between the Houston County School District Warehouse/Distribution Center and their 39 school lunchrooms on a daily basis, Monday through Friday. The operator of the SNP Warehouse truck does not hold a CDL license and the GVWR must be below the CDL requirement of 26,000 pounds.

#### **2.0.1 Minimum Specifications**

Vendor shall follow the specifications as outlined in Appendix 1. These details must be included in the proposal.

#### **2.0.2 Total Expenditure (submit on Financial Proposal - Attachment B)**

No estimated budget has been set by the District. Price offered should include all labor, license and permits, materials, and equipment to complete entire project. Price offered should include all shipping and handling charges, F.O.B. destination, and delivery to 200 Jerry Barker Drive, Warner Robins, GA 31088. All pricing shall be in accordance with all applicable city, state, and federal codes.

#### **2.0.3 Timeline**

Vendors must include an estimated delivery date to 200 Jerry Barker Dr. Warner Robins, GA 31088.

#### **2.0.4 Laws and Regulations**

The Vendor shall at all times observe and comply with all laws, ordinances, regulations, and codes of the Federal, State, County, City and other local government agencies that may in any manner affect the performance of this contract.

#### **2.0.5 Changes/Issues**

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

#### **2.0.6 Company Background and Experience**

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

**a. Qualifications**

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

**b. Company Structure**

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

**c. Experience**

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

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

- dates of service
- name of contact person
- title of contact person
- phone number of contact person

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

**2.0.7 Business Litigation**

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

**2.0.8 Warranty/Quality**

The Offeror will provide a statement of any warranty or extended warranty.

**2.1 PROPOSAL FORMAT**

**2.1.1 Technical proposal shall include the following:**

1. Full name and address of the Vendor.
2. Response to each item listed in the Mandatory Requirements Section (2.0) of this RFP numbered and labeled.
3. Special Payment Requests (i.e. separate purchase orders). If none requested, only one PO will be issued.
4. A list of requested services from HCSD (if applicable)

**2.1.2 Financial proposal:**

Cost proposal shall be completed on Attachment B.

## **3.0 PROPOSAL SUBMISSION AND EVALUATION**

### **3.1 Process for Submitting Proposals**

#### **3.1.1 Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Offeror should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed. The Offeror is solely responsible for the cost of responding to this RFP. Reimbursement for cost of preparation of response will not be made.

#### **3.1.2 Packaging of Proposal**

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

The contents of each package will include:

##### **Technical Submission**

- Technical Proposal as specified in 2.1.1.
- Lobbying Certification and Disclosure (Attachment A)
- Proposal Certification (Attachment C)
- Immigration and Security Form (Attachment D)
- Certificate Regarding Debarment, Suspension, Ineligibility (Attachment E)
- Contract Exceptions (Attachment F)
- Non-collusion affidavit (Attachment G)

##### **DO NOT INCLUDE ANY COST INFORMATION IN YOUR TECHNICAL SUBMISSION.**

##### **Financial Proposal**

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

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

**Outside of package must include the following:**

**RFP 24-026 SNP Warehouse Refrigerated Box Truck**

**Due Date: January 30, 2024, 2:00PM EST**

#### **3.1.3 Submission of Proposals**

Proposals must be submitted to:

HCSD – Purchasing Dept.  
Jessica Deese, CPA  
200 Jerry Barker Drive  
Warner Robins, Georgia 31088

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

### **3.2 Evaluation Process**

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

#### **3.2.1 Administrative Review**

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

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

#### **3.2.2 Mandatory Requirements Review**

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

#### **3.2.3 Proposal Evaluation**

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

The following are the maximum possible points of each category:

Mandatory Requirements:	250 Points
Financial Proposal/Cost:	300 Points
Proposed Overall Solution:	150 Points
Total Available Points	700 Points

#### **3.2.4 Oral Presentations**

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

### **3.2.5 Financial Proposal Evaluation**

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

### **3.2.6 Identification of Apparent Successful Offeror**

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

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

### **3.3 Rejection of Proposals/Cancellation of RFP**

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

## **4.0 TERMS AND CONDITIONS**

### **4.1 RFP Amendments**

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

### **4.2 Proposal Withdrawal**

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

### **4.3 Cost for Preparing Proposals**

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

### **4.4 Sample Contract**

The Sample Contract, which the District intends to use with the successful Offeror, is attached to this RFP and identified as Attachment F. Exceptions to the Contract should be identified and submitted with the Offeror's proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 2.0.

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



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

**4.5 Conflict of Interest**

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

**4.6 Compliance with Laws**

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

**4.7** HCSD shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by HCSD personnel and receipt of invoice unless a prior agreement is made. Payment may be made by check or by credit card. If an additional fee will be added to the invoice for use of a VISA credit card, it must be noted on the Financial Proposal. Invoices should be addressed and mailed to HCSD-School Nutrition Department, Attn: Diana Roberts, 1600 Macon Road, Suite C, Perry, GA 31069.

**4.8 Debarment and Suspension Verification**

By signing the Debarment Form, Attachment E, Vendor certifies that the Vendor and/or any of its sub Vendors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or the HCSD or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Vendor will immediately notify the HCSD Purchasing Department and the Director of School Nutrition if Vendor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Vendors by a federal entity.

**4.9 Lobbying Certificate (for bids over \$100k)**

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all proposals \$100,000 and over. Please see and complete Attachment A.

**4.10 Remedy for Non-Performance/ Termination of Agreement, Contract, or Award**

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

**B. Termination for Cause** - In the event that either the Vendor or the District defaults in the performance of any obligation specified in the agreement, contract, or award, the non-defaulting party shall notify the other party in writing and may suspend the agreement, contract, or award in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the

right to terminate the contract immediately by providing written notice of termination to the other party. The occurrence of any one or more of the following events shall constitute cause for the District to declare the Vendor in default of its obligation under the Contract:

- (i) The Vendor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the District's satisfaction, any material requirement of the Contract or is in violation of a material provision of Contract, including, but without limitation, the express warranties made;
- (ii) The District determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) The Vendor fails to make substantial and timely progress toward performance of the Contract;
- (iv) The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the District reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (v) The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (vi) The Vendor has engaged in conduct that has or may expose the District or the State to liability, as determined in the District's sole discretion; or
- (vii) The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the District, the state, or a third party.

#### **4.11 Equal Employment Opportunity Compliance Statement**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. To file a complaint of discrimination, write 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). USDA is an equal opportunity provider and employer.

#### **4.12 Clean Air/Clean Water Statement (for bids over \$150k)**

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. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the School Food Authority of the receipt of any communication

indicating that any of Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

#### **4.13 Civil Rights Statement**

In accordance with Federal Law and U.S. Department of Agriculture 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.

#### **4.14 Civil Rights Assurance**

The School District 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); Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); Food and Nutrition Service (FNS) 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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the School District agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such

facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the School District, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the School District. *(Signatures on RFP documents and purchase agreements will reflect agreement of this assurance).*

**Attachment A**  
**Lobbying Form & Disclosure**

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Sub awardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Sub awardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> Standard Form - LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## Attachment B FINANCIAL PROPOSAL

**RFP Number: 24-026**

Proposal must be returned on this form. Prices must include all accessories and shipping costs. See minimum requirements on Appendix 1. Complete all fields. Additional proposal documentation may be provided by vendor.

Item #	Model Product #	Qty.	Description	Unit Price	Total Price
1	Freightliner M2 106 – 24’ Reefer Chassis (Equivalent)	1	2025 Freightliner M2 106 – 24’ Reefer Chassis (NEW)-per minimum requirements document provided (cost must include accessories and delivery as specified)		

Can payment be made via credit card?	
Credit card fee:	
Brand/Model:	
Prices held firm until:	
Delivery/Install Date ARO:	
Vendor Name:	
Address:	
Address:	
Phone:	
Fax:	
Web Site:	
Email:	
Signature of Offeror:	
Printed Name of Offeror:	
Date:	

Vendor Notes/Comments:
------------------------

## Attachment C

Must be include with the proposal

### PROPOSAL CERTIFICATION

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

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

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

TITLE \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_



# Attachment D

Must be included with this proposal

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Houston County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

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

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

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

# Attachment E

Must be included with the proposal



## Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

**(Read instructions on page two before completing certification.)**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a 3-year period preceding this proposal 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;
  3. 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 enumerated in paragraph (A.2.) of this certification; and
  4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

**Attachment F**  
**DISTRICT STANDARD CONTRACT**  
**SAMPLE CONTRACT**

**CONTRACT**

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

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

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

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

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

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

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

**TERMINATION:**

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

**PAYMENT:**

- A. The District agrees to pay the contractor monthly the amount of \$\_\_\_\_\_.

- B. The Contractor shall provide an invoice for each monthly service period. If the District does not pay amounts when due, the District will be in default. If the District defaults, the Contractor may exercise any and all legal remedies to include those available under Article 2A of the Uniform Commercial Code as enacted in the State of Georgia.
- C. The total obligation of the District shall not exceed \$\_\_\_\_\_.

**TAXES:**

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

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

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

**ASSIGNMENT:**

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

Houston County School District

Offeror\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Attachment G

## Non-Collusion Affidavit

(Form must be completed and returned with submission.)

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

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
Title Name of Vendor

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

I state that:

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

\_\_\_\_\_, its affiliates, subsidiaries, officers,  
Name of Vendor

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

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

\_\_\_\_\_  
Name/Date

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Signature