



HOUSTON COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSALS
For
Waste Disposal Services

RFP NUMBER
24-031

For all questions concerning this RFP contact:

Jessica Deese, Issuing Officer
jessica.deese@hcbe.net
478-988-6211 ext. 5

RELEASED ON:

March 8, 2024

DUE ON:

April 09, 2:00 PM. Eastern Time

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors to provide waste collection and disposal services (regular and roll off services), as specified within this solicitation, for multiple locations within the Houston County School District.

1.2 Proposal Certification

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

1.3 Schedule of Events

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

Release of RFP	March 08, 2024
Deadline for written questions Email questions to: jessica.deese@hcbe.net	March 22, 2024
Deadline for question response posted on our webpage	March 27, 2024
Proposal Due Date	April 09, 2024 at 2PM

Dates listed above may be amended as appropriate by the Director Purchasing. Potential Offerors should check the website daily.

1.4 Issuing Officer:

Jessica Deese
Director of Purchasing
200 Jerry Barker Drive
Warner Robins, GA 31088
Email: jessica.deese@hcbe.net
Fax: 478-988-6212

1.5 Definition of Terms

Board – Houston County School District
Contractor – Respondent to this Request for Proposal
District – Houston County School District
HCS D – Houston County School District
OCGA – Official Code of Georgia Annotated (State Statute)
Offeror – Respondent to this Request for Proposal
RFP – Request for Proposal
Vendor – Respondent to this Request for Proposal

1.6 Contract Term

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

a) If it is determined that a contract is established for this project, the initial contract term is one (1) year, or less, from July 1, 2024, with annual renewal options for a maximum of (5) years or (60) months. Notification of non-renewal will be in writing by HCSD. The contract can be extended beyond the 60 months, not to exceed 90 days. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new contract.

b) **MULTI-YEAR CONTRACTS** - Pursuant to O.C.G.A. 20-2-506, the contract shall terminate absolutely and without further obligation at the close of the calendar year. Renewals shall be based on the calendar year, shall depend upon funding, contractor performance, and agreement by both parties. The contract shall automatically renew, unless positive action is taken by the school system, and shall terminate at the end of the contract period.

1.7 Background

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

2.0 Instructions to Offerors

By submitting a response to this RFP, the supplier is acknowledging that the supplier:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

2.1 General Information and Instructions

2.1.1 Restrictions on Communicating with Staff

From the issue date of this RFP, until a selection has been made and the contract is completed, 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 demonstration (if requested), or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The District reserves the right to reject the proposal of any Offeror violating this provision.

2.1.2 Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.4 "Issuing Officer" of this RFP. No questions other than written will be accepted. No response other than written will be binding upon the District. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the HCSD may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the RFP*

Question #2 Question, *Citation of relevant section of the RFP*

Questions and answers will be posted to the HCSD website as they are received. Website address is www.hcbe.net; click on Departments, click on Purchasing, click on Open Bids & Proposals.

2.1.3 HCSD's Right to Request Additional Information – Supplier's Responsibility

Prior to contract award, HCSD must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, HCSD is unable to assure itself of the supplier's ability to perform, if awarded, they have the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven business days to submit the information requested.

2.1.4 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this RFP.

2.1.5 Rejection of Proposals; HCSD's Right to Waive Immaterial Deviation

HCSD reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the HCSD. It is also within the right of the District to reject responses that do not contain all elements and information requested in this RFP. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the HCSD on a case-by-case basis.

2.1.6 HCSD's Right to amend and/or Cancel the RFP

The HCSD reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda to the HCSD website at www.hcbe.net, click on Departments, click on Purchasing, Click on Open Bids & Proposals. Each supplier is individually responsible for reviewing amendments or addenda and any other posted documents and making any necessary or appropriate changes and/or additions to the supplier's response. All suppliers are encouraged to frequently check the website for additional information. Finally, the HCSD reserves the right to cancel this RFP at any time.

2.1.7 Costs for Preparing Proposals

Each supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process is the sole responsibility of the supplier. The HCSD will not provide reimbursement for such costs.

2.1.8 Vendor Presentations

Vendor presentations may be requested by HCSD. All costs for vendor to make a presentation will be the sole responsibility of the vendor.

3.0 SUBMISSION REQUIREMENTS/INFORMATION

- 3.1 The Offeror **must** submit their response to this RFP in **two** separate labeled parts which are Technical Proposal and Cost Proposal.
- 3.2 The Technical Proposal package shall include:
 - Mandatory Requirement Response Form with any additional explanation pages clearly organized, utilizing specific item number and explanation.
 - Attachment A – Proposal Certification
 - Attachment B – Contractor Affidavit
 - Attachment C – Certificate Regarding Debarment
 - Attachment D – Exceptions to Sample Contract - Proposed exceptions must not conflict with or attempt to preempt mandatory requirements.
 - Attachment E – Cost Proposal Signature Page
 - Attachment F – Non-Collusion Affidavit
- 3.3 The Offeror will submit one original with original signatures, two (2) hard copies of the Technical Proposal, and a flash drive with entire submission (Technical and Cost) on it.
- 3.4 No cost information shall be included in the Technical Proposal.

- 3.5 Technical Proposal must be sealed and labeled appropriately.
- 3.6 Cost Proposal is provided in Excel format and must be submitted on the Excel spreadsheet provided (2 spreadsheets) and must be sealed and labeled appropriately. Only one original hard copy is to be provided. Original Cost Proposal form must be included in your package. Cost Proposal must be in a separate sealed envelope/package and must be clearly marked “Cost Proposal”.
- 3.7 Offeror shall mark the outside of entire package or envelope as follows:

Name of Company
Point of Contact for Company and Phone Number
RFP # 24-031 –Waste Disposal
Due Date: April 09, 2024

- 3.8 Proposals must be submitted to:

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

- 3.9 Any proposal received after the due date and time will not be evaluated.
- 3.10 Faxed or emailed proposals will not be accepted.

4.0 MANDATORY REQUIREMENTS

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

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

Project Objective

The Houston County School District is seeking a contracted service agreement for waste disposal services. These services shall be provided on both a scheduled basis and an “as required or needed” basis. The successful contractor must provide firm pricing for all services requested within this solicitation, which includes but not limited to; container rental, container delivery, disposal of container contents, landfill fees, administrative fees, and maintenance (repair/replacement) of containers. HCSD is seeking the following:

Box Dumpsters: 124 each – 6 or 8 cubic yard slant top garbage and side door dumpster type containers. See provided schedule for quantities, locations and service schedule. Projected construction of new middle school to start 2025. A Performing Art Center is expected to be built but no start date is available at this time.

Permanent Roll-Offs: 6 each - 30 cubic yard low roll off trash type containers. These containers will be emptied and returned approximately 1-2 times per month as needed.

Temporary Roll-Offs for special projects: Size and Location will be according to individual project requirements.

Manure Roll-Offs (farm-related): 11 each - 20 cubic yard containers. Each of these containers will be emptied and returned approximately 10 times per year, mostly during October to February when barns are filled with animals. Due to space issues at the schools, certain containers will need to be removed and then returned at a later date which would be coordinated with the Maintenance Department.

MINIMUM SPECIFICATIONS:

- 4.1 Houston County School District must receive all disposal information that pertains to the solicitations work scope, this includes but is not limited to:
 - a) List of approved materials that can be disposed of in waste containers (Non-hazardous solid waste)
 - b) List of approved materials that can be disposed of in roll off containers and contractor requirements for delivery and pickup
 - c) Any and all documents that indicate the grade and/or quality of containers, equipment, etc.
 - d) List of service, billing, and account manager contacts for the duration of contract; must include a direct line telephone number and email address
 - e) Preparation, maintenance, and installation instructions and recommendations
 - f) Storage, handling requirements, and recommendations
- 4.2 Warranties: Service Guarantee
 - a) Contractor will need to provide documentation of its service guarantee
- 4.3 Shipping & Installation
 - a) Installation of all containers must be placed in designated area(s) per Maintenance Department
 - b) Respondents must submit a timeline from award issued to the date of installation completion for all items submitted in their response
 - c) The Contractor shall not require a security deposit
- 4.4 All containers must be supplied by the Contractor and will need to be in new or like-new condition and must meet or exceed specifications.
 - a) Containers must be cleaned and recently painted
 - b) No holes, damage, or rusting
 - c) Container doors/tops are in working condition and undamaged
 - d) Containers must be free from graffiti
- 4.5 All containers must remain in the District designated area. Containers required to be moved from one site to another will be done at no cost to Houston County School District, if requested.
- 4.6 Reconditioning, cleaning, and/or replacing containers will be done at no cost to Houston County School District throughout contract duration.
 - a) Contractor will be responsible for promptly repairing or replacing containers as requested and/or needed. Request will be made through Maintenance Department.

- b) Contractor shall clean up and remove any spilled waste caused by or happening during emptying operations by the Contractor
- 4.7 Vehicles and Drivers
- a) Contractor must provide adequate number of vehicles to guarantee regular collection service
 - b) All vehicles must be in good repair, appearances, and in sanitary conditions at all times
 - c) All vehicles must have visible identity and phone number on both sides
 - d) Contractor must provide adequate number of drivers to guarantee collections can be made within requested time frame(s)
 - e) Driver(s)/Contractor must always conduct themselves in a professional manner at all times
 - f) Driver(s)/Contractor will report any and all issues to Maintenance Department
 - g) If a container is blocked on the day of service, contact Maintenance Department immediately. Services may be skipped for that day, but not without notifying Maintenance Department.
 - h) Damage made to any Houston County School District property, while under contract, will be repaired or replaced to the satisfaction of the Houston County School District and will be at the expense of the contractor.
 - i) Contractor shall exercise extra care and use extreme caution while operating vehicles and/or equipment on District property and/or other District locations, and should assume that students and/or other persons are present at all times.
 - j) Contractor shall maintain all vehicles and equipment within appropriate safety standards to include backup buzzers, bells, or other signaling devices on each disposal vehicle.
- 4.8 HCSD may increase or decrease service at an existing service location at any time without penalty or additional fees. The Contractor shall collect all containers and pay all costs of the return of equipment to their premises.
- 4.9 HCSD may add new or additional units at the same pricing submitted on the Cost Proposal.
- 4.10 The Contractor shall provide an invoice for each monthly service period by location. The monthly cost will be equally spread-out over a 12 month period. The Contractor shall itemize all additional services on a periodic invoice.
- 4.11 The Contractor shall at all times observe and comply with all laws, ordinances, regulations, and codes of the Federal, State, County, City and other local government agencies that may in any manner affect the performance of this contract.
- 4.12 Disposal and/or recycling of any/all waste must be done strictly according to all Federal, State and local laws relating to environmental protection or any other applicable laws. The Contractor will be solely liable for any and all violations of such directives.
- 4.13 Collection from each 5 day service facility should take place between 12 AM to 11:59 AM EST once every 24 hours. During non-school times (defined below) frequency at School Facilities except should be reduced to 2X per week. Non School Times are defined as Fall Break, Thanksgiving Week, Christmas Break (2-weeks) and Spring Break. (SEE ACADEMIC CALENDAR for reference) Offeror should ensure containers are free of waste upon District's return from breaks. All collection services must not interfere with school activities and must be performed in a manner that maintains a safe environment for students and staff.

- 4.14 Subcontracting: If a subcontractor will be used to perform these services, they will be held to the same standards put forth in the contract. Subcontractor will also need to be pre-approved by the Houston County School District.
- a) The following documentation is required for the subcontractor:
- i) Certificate of Insurance (Meeting the minimum requirements listed in Houston County School Districts General Terms and Conditions)
 - ii) E-verify Affidavit
 - iii) Completed W-9 Form
- 4.15 Maintenance & Service Requirements:
Must provide detailed requirements of maintenance and service of requested containers as well as warranty-specific repair/maintenance policies, if applicable.
- a) As noted in 4.6: Cleaning, repair(s), and/or replacement(s) of containers will be the responsibility of the contractor to satisfy the minimum requirements within this solicitation.
- 4.16 Transition:
- Potential new service provider: The Contractor must provide a plan for seamless transition of services from the previous service provider.
 - Current service provider: The Contractor must provide a plan for the seamless transition of all primary and elementary schools from 6 yard to 8 yard container.
- 4.17 Missed Collections:
If collection from a district location is missed, the Maintenance Department will notify the contractor who will return to collect the waste. The contractor will be assessed a fine of \$25.00 for each missed collection that has not been rectified within 24 hours of receipt of notice of the missed collection. Missed collections may be considered a default condition.

5.0 **COMPANY BACKGROUND AND EXPERIENCE**

5.1 **Company Structure**

The Offeror will include in the proposal the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFP.

5.2 **Experience**

The Offeror must include the total number of full consecutive years as current business. The Offeror will provide a list of school systems or organizations (preferably in Georgia) similar in size as HCSD, for whom similar services, as detailed in this RFP, have been provided during the past three years. The list must include:

- Name of School System
- dates of service
- name of contact person
- title of contact person
- phone number of contact person
- email address of contact person

The offeror must include a minimum of three (3) letters of recommendation dated within the previous three (3) calendar years. Letters from organizations and projects similar to scope and size of Houston County School District are preferred. Each letter must contain contact information including organization/firm, contact name, telephone, and email.

6.0 **EVALUATION PROCESS**

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

6.1 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 Cost Proposal
3. All required documents have been submitted
4. Technical Submission does not include any information from the Cost Proposal
5. All documents requiring an original signature are signed and included

6.2 Mandatory Requirements Review

Proposals which pass the administrative review will then be reviewed by the Evaluation Committee and will be scored individually.

The following are the maximum possible points of each category:

Category	Points Available
4.0 Mandatory Requirements	525
5.0 Company Background and experience	200
Proposed Overall Solution	250
Cost	175
Total Available Points	1150

6.3 Cost Proposal Evaluation

Offerors will use and submit the Cost Proposal form provided with the RFP along with their responses as directed on the Cost Proposal form. The lowest cost will receive the total points available; remaining proposals will be prorated accordingly.

6.4 Identification of Apparent Successful Offeror

The Offeror with the highest combined technical and financial score will be identified as the apparent successful Offeror.

6.5 Approval of Expenditure of Funds

The apparent successful Offeror's proposal will be presented to the Houston County School District for approval at the next Board meeting, if required by HCSD policy. Once approved, a notice of award will be posted to the HCSD website.

7.0 TERMS AND CONDITIONS

- 7.1 Sample Contract - The Sample Contract, which the District intends to use with the successful Offeror, is attached to this RFP and identified as Attachment D. Exceptions to the Contract should be identified and submitted with the Offeror's Technical Proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 4.0.

The Houston County School District is a political subdivision of the State of Georgia. Be advised that state entities are unable to agree to certain clauses in a standard contract. 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.

The contract, once signed by both parties, shall not be amended or modified, nor shall any of its terms be waived, except in writing and agreed upon in writing, by both parties.

- 7.2 Conflict of Interest - If an Offeror has any existing client relationship that involves the Houston County School District, the Offeror must disclose each relationship.
- 7.3 Compliance with Laws - The Contractor will comply with all State of Georgia and Federal laws, rules, and regulations.
- 7.4 The HCSD will not be responsible for any RFP responses not received at the posted time/location prior to proposal due date/time. It is the responsibility of the vendor to insure proposals are received at the proper time/location regardless of delivery method.
- 7.5 Delivery of all materials from this RFP must be FOB destination. Vendor is responsible for all delivery costs.
- 7.6 All merchandise and services shall be subject to inspection after arrival at HCSD or completion of work. In the case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the District has the right to reject such items and/or services and return them at Vendor's expense or require that Vendor return to site, if service is performed on HCSD property, to correct the issue.
- 7.7 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 Cost Proposal.
- 7.8 The Vendor shall be responsible for the protection of HCSD premises and property, and will be held liable for any damages caused by the Vendor, Vendor's employee(s) or Vendor's agent(s) during the execution of purchase orders or contracts resulting from this RFP.

7.9 The Vendor shall be responsible for the removal of all packing material and debris when installing or delivering items that require installation.

7.10 A. The Vendor does hereby indemnify and shall hold harmless Houston County School District, it's Board members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as "Indemnified Party") against all claims, demands, causes of actions, actions, judgments or other liability including attorney's fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Vendor's performance or failure to perform this agreement, including but not limited to:

- (1) All injuries or death to persons or damage to property, including theft.
- (2) Vendor's failure to perform all obligations owed to the Vendor's employees including any claim the Vendor's employees might have or make for privilege, compensation or benefits under any HCSD benefit plan.
- (3) Any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.

B. The Vendor's obligation to indemnify the Indemnified Party will survive the expiration or termination of this agreement.

7.11 Contracts are not exclusive as the Houston County School District reserves the right to purchase any products from any vendor at any time.

7.12 REMEDY FOR NON-PERFORMANCE

Remedy For Non-Performance - In the event that either the vendor or HCSD defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

7.13 EVIDENCE OF INSURANCE

a) The successful Vendor, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFP the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence \$2,000,000 aggregate

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to HCSD a certificate of liability insurance evidencing all required coverage in at least the limits required

herein, naming the Houston County School District, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the District. Such certificate shall be issued to: Houston County School District.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

Attachment A

PROPOSAL CERTIFICATION

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

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

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

SUBMITTED BY _____ DATE _____

TITLE _____ EMAIL: _____

COMPANY NAME _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE _____

SIGNATURE _____

Attachment B

Must be completed and returned with 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

Houston County School District
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 C

Certificate Regarding Debarment, Suspension, Ineligibility

The Houston County School District is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Attachment D

DISTRICT STANDARD CONTRACT

SAMPLE CONTRACT

CONTRACT

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

AGREEMENT: The Houston County School District agrees to the services provided by (VENDOR) as listed herein and as modified from time to time. This agreement supersedes any purchase order issued in the course of executing this agreement. (VENDOR) agrees to provide the services and equipment listed herein in accordance with the terms and conditions herein and certifies that such services and equipment is as proposed in response to Houston County School District RFP # _24-031_. Said proposal shall be considered a part of this agreement. This agreement may be modified only by written agreement and not by course of performance. This agreement becomes effective on July 1, 2024 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.

PRICE: The District agrees to pay a total of \$_____ for the products or services proposed by the Vendor.

YEARLY MAINTENANCE: The District agrees to pay a yearly sum of \$_____ as a maintenance/support fee.

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.

This contract will terminate absolutely and without further obligation on the part of the School District at the close of each calendar year. Unless the Board votes to cancel or non-renew, the contract will automatically renew at the end of each calendar year for a successive calendar year.

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.

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 E

FINANCIAL PROPOSAL SIGNATURE PAGE

RFP #24-031

WASTE DISPOSAL SERVICES

Do you have appropriate insurance coverage? _____

Can payment be made via credit card? _____

Credit card fee: _____

Company Name: _____

Company Address: _____

Company Phone/ Fax #: _____

Signature of Offeror: _____

Printed Name of Above: _____

Attachment F

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

ATTACHMENT G SCHOOL CALENDAR



2024-2025

July 24 – July 30, 2024	Pre-Planning/Site Collaboration (Opening Session July 24)
July 31, 2024	First Day of School
September 2, 2024 September 3, 2024	Labor Day Holiday Distance Learning Day/Site Collaboration
October 7-10, 2024 October 11, 2024 October 14, 2024	Fall Holiday, Students & Teachers Columbus Day Holiday (Observed) Student Holiday/Site Collaboration
November 11, 2024 November 25-29, 2024	Veterans Day Holiday Thanksgiving Holiday
December 20, 2024 December 23 – January 2	Last Day of Semester – ½ Day Christmas & New Year's Holiday
January 3, 2025 January 6, 2025 January 20, 2025	Student Holiday/Site Collaboration Second Semester Begins Martin Luther King, Jr. Holiday
February 17, 2025 February 18, 2025	Presidents' Day Holiday Distance Learning Day/Site Collaboration
March 28, 2025 March 31-April 4, 2025	Student Holiday/Site Collaboration Spring Break
May 21, 2025 May 22-23, 2025 May 23-24, 2025 May 26, 2025	Last Day of Semester – ½ Day Post-Planning/Site Collaboration High School Graduation Memorial Day Holiday

July S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	August S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	September S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
October S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	November S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	December S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
January S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	February S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	March S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
April S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	May S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	June S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

First & Last Day of Semesters	Pre/Post-Planning & Collaboration
Holidays/System Shutdown	Distance Learning/Site Collaboration

Approved July 18, 2023 by the Board of Education

<https://www.hcbe.net/calendar>