



Muscookee County School District
Columbus, Georgia

Aileen Arrighi, CPPB
Senior Buyer

INVITATION TO BID (ITB)

November 19, 2020

Bid Number: 21-009

Bid Name: Sale of Surplus Vehicles

The Muscookee County School District (MCSD) is soliciting sealed bids for the sale of surplus vehicles. Bid terms, conditions, specifications, and price quote sheets are contained herein.

BID DUE DATE/TIME: December 14, 2020 at 2:00pm Eastern Standard Time

RETURN BID VIA: Bids are to be delivered via Standard or Priority Mail to include all required documents on the bid checklist.

Subject Line: Bid #21-009 – Sale of Surplus Vehicles

All bids must be mailed to

Muscookee County School District
Attn: Purchasing Department
Bid #21-009 – Sale of Surplus Vehicles
P.O. Box 2427
Columbus, Georgia 31902-2427

OR

Hand-Delivered / Overnight Delivered to:

2960 Macon Road, Room 3003
Columbus, GA 31906

Direct all questions concerning this ITB to:

Aileen Arrighi, CPPB
Senior Buyer
(706) 748-2352
arrighi.aileen@muscookee.k12.ga.us

Purchasing Department

2960 Macon Road (31906) • P.O. Box 2427 • Columbus, Georgia 31902-2427
Phone (706) 748-2352 • FAX (478) 223-0199
E-Mail: arrighi.aileen@muscookee.K12.ga.us

BID CHECK LIST

This standardized check list has been provided to assist the vendor with the submission of their Bid package. This check list cannot be construed as identifying all required submittal documents for this project. Vendors remain responsible for reading the entire Bid document to insure that they are in compliance. Bids may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind.

- Bid Signature and Certification Form – all information completed and signed
- Quote Form – signed
- Federal Work Authorization Contractor Affidavit (if awarded)
- Federal Work Authorization Subcontractor Affidavit (if awarded)
- Exceptions or Deviations to Specifications – signed and/or information completed
- Disclosure of Subcontractors, Subconsultants and Suppliers – signed and/or information completed
- Reference Request Form – list three (3) references of similar size and scope
- W-9 – completed and signed (if not a District registered vendor)
- Copy of Business License
- Copy of Required/Applicable Licenses or Certifications per Specifications

Muscogee County School District –Terms and Conditions

1. GENERAL

- A. It is the purpose and intent of this Invitation to Bid (ITB) to secure a competitive price for the sale of surplus vehicles listed herein for the Muscogee County School District (MCSO or the Board).
- B. The undersigned agrees to quote only on the items listed on the quote sheet and/or attachment. All items must be picked up at the Muscogee County School District in accordance with the terms and conditions set forth in this bid document.
- C. The laws of the State of Georgia shall prevail concerning all purchases and services under this ITB and subsequent contract(s). Venue shall be in the court of competent jurisdiction in Columbus, Muscogee County, Georgia. Several Georgia statutes proscribe jurisdiction and venue for different types of cases that involve state agencies. Any provision that requires legal action that would require travel by MCSO employees likely violates the Constitutional provisions noted above.
- D. The undersigned agrees to abide by all Muscogee County School District Board policies to be found at <https://simbli.eboardsolutions.com/index.aspx?s=4121>.
- E. SPECIFICATIONS – See Page 15, Quote Sheet, for the list of vehicles.

2. SITE VISIT

A site visit is scheduled to give proposers the opportunity to acquaint themselves to the conditions affecting the work, character, and facility covered under the resulting contract. Vendors are strongly encouraged to attend the site visit. Below is the site visit information:

Date: Thursday, December 2, 2020
Time: 9:30 AM (Eastern Standard Time)
(note: 5 min. max waiting time)
Location: Plant Service Department
5661 Lorenzo Road
Columbus, GA 31904

3. QUOTATIONS

- A. Muscogee County School District reserves the right to:
 1. Waive formalities and technicalities in any quotation
 2. Reject any and/or all quotations wherein its judgment, it will be in the best interest of the school district
 3. Accept the quotation that in its judgment will be in its best interest
 4. Purchase from any source, in part or in whole, any desired supplies, equipment, or services
 5. At its option, award on individual items/services or on a lump sum basis
 6. Award this bid to the vendor who in the school district's opinion is most responsive and responsible, and will perform in the best interest of the Muscogee County School District
- B. Price alone will not be the determining factor in award of this bid.
- C. Bids shall be firm for at least 60 days after bid opening.
- D. The vendor may give quotations on any one or more items. No lump sum or total sum quote will be accepted.

4. PRICES

Unit and total prices quoted shall include all charges to include, but not limited to, pick-up for surplus vehicles from 5661 Lorenzo Road, Columbus GA 31904.

5. NO ASSIGNMENT, DELEGATION OR SUBCONTRACT WITHOUT DISTRICT CONSENT

Except as may be specifically permitted, vendor shall not delegate, subcontract, assign or otherwise permit anyone other than vendor personnel to perform any of the work and/or provide any of the services required of vendor under this contract, or assign any of its rights or obligations hereunder, without the prior written consent of the Muscogee County School District, which consent may be withheld by the Muscogee County School District in its sole discretion.

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6. RESPONSE, INTERPRETATION, AND COMMUNICATION
 - A. Response shall be on the bid forms provided only.
 - B. Bids received after the stated due date and time will not be accepted.
 - C. If you do not wish to bid, respond with “No Bid” and give reason for this response.
 - D. If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents or knows of an error, submit a request for interpretation to the Director of Purchasing and Supply Management 706-748-2349.
 - E. Communication about this active bid should not be made with any employee of the MCSD except the Buyer or the Director of Purchasing and Supply Management.
 - F. Procedures for formal protests of bids are available at www.muscogee.k12.ga.us > Vendors > Additional Information.
 - G. Any addenda will be posted to www.muscogee.k12.ga.us.
8. SAFETY Material Safety Data Sheets shall be provided for all applicable items.
9. PAYMENT AND PICK-UP SCHEDULE The time frame for payment and pick-up of purchased surplus vehicles shall not be later than 30 days of contract award date. Payments are made to Muscogee County School District Treasurer’s Office at 2960 Macon Road, Columbus, GA 31906. **Any vehicle not picked up after 30 days will forfeit the bid award.**
10. BID RECAP A bid summary shall be sent to all participating vendors.
11. EQUAL OPPORTUNITY POLICY Vendors shall abide by the school district’s non-discrimination policy (DJED). The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor/contractor shall take appropriate action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training. It is the further policy of the Board to insure equal opportunity for minority owned businesses and minority professionals with regard to all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.
12. FACILITIES The vendor shall be responsible and liable for damage to the storage, building, and grounds areas if the vendor’s employees or agents cause damage during the time of service.
13. CERTIFICATION REGARDING NON-COLLUSION The undersigned hereby certifies that the price(s) and amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complimentary bid. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. The bidder, its affiliates, subsidiaries, officers, 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 bidding on any public contract. The bidder understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
14. CERTIFICATION REGARDING DEBARMENT The undersigned hereby certifies and swears that neither this vendor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or agency.

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15. CERTIFICATION REGARDING GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006 The undersigned hereby certifies that the bidder and any subsequent subcontractors have registered with and are participating in a federal work authorization program as outlined in the O.C.G.A. 13-10-91.

16. INSURANCE The successful bidder shall supply to the school district proof of insurance for automobile, workers compensation and general liability. The awarded contractor shall furnish to MCSD a current Certificate of Insurance. Insurance certificates will be reviewed by the MCSD Department of Risk Management. MCSD is a member of an interlocal risk management agency, the Georgia School Board Association (GSBA). GSBA Risk Management Services (RMS) offers protection through its group-self-insurance plans for workers' compensation, property and liability risks. Provisions mandating the MCSD to purchase insurance, increase policy limits, or name the vendor or other third party as an additional insured party cannot be included in contracts with the MCSD. **Muscogee County School District must be shown as Additional Insured as respects to liability.** Attach a copy of the policy "Additional Insured" endorsement or state on the certificate that the policy has been specifically endorsed to provide coverage, including Defense Cost Coverage for Muscogee County School District as an Additional Insured. Professional Liability is excluded.

A. COMPREHENSIVE GENERAL LIABILITY

Standard 1986 ISO (Insurance Services Office) Occurrence Form

Bodily Injury - \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate

Property Damage - \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate

Or

Bodily Injury/Property Damage - \$2,000,000 CSL (Combined Single Limit) Each Occurrence/Aggregate

B. COMPREHENSIVE AUTOMOBILE LIABILITY

Including Owned, Non-Owned and Hired Vehicles –

Bodily Injury/Property Damage - \$2,000,000 CSL per Accident

C. WORKERS' COMPENSATION

Georgia Statutory Coverage

Employer's Liability - \$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease Each Employee

D. UMBRELLA/EXCESS (if appropriate)

\$5,000,000 limit of liability each occurrence and aggregate

E. PROFESSIONAL LIABILITY (if appropriate)

\$1,000,000 per person

17. INDEMNIFICATION / HOLD HARMLESS CLAUSE: The MCSD cannot enter into an agreement whereby it agrees to indemnify or hold harmless a vendor or other third party. This language typically looks like "agrees to hold harmless from any liability, personal injury, or property damage arising out of the performance..." There are three legal principles that come into play here. First, indemnification provisions have been held by Georgia courts to be an unauthorized attempt to waive the State's sovereign immunity. An opinion of the Georgia Attorney General (AG) counsels that an unauthorized attempt to waive sovereign immunity through an indemnification agreement in a contract would be ultra vires and

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void. 1980 Op. Atty. Gen. 80-67. The Georgia Supreme Court has held that an indemnification clause is invalid where the governmental entity didn't have express statutory authority to waive its sovereign immunity. *CSX Transp., Inc. v. City of Garden City*, 588 S.E.2d 688 (Ga. 2003). Second, an indemnification violates Georgia's Constitutional ban on gratuities. The Georgia Constitution does not all any donation or gratuity or the forgiving of any debt owed to the public. Ga. Const. Art. III, s VI, Para VI (a). The Georgia AG has issued an opinion expressly stating that indemnification provisions are gratuitous undertakings in violation of the gratuities clause. 1980 Op. Atty. Gen. 80-67. Third, the Georgia Constitution does not allow the credit of the state to be pledged or loaned to any individual, company, corporation, or association. Ga. Const. Art. VII s IV Para VIII. The AG has opined that the constitutional debt restriction does not allow any state agency from contractually agreeing to any indemnification or "hold harmless" clause. See 1980 Op., supra. An indemnification is open-ended in nature, because at the time of contracting, neither party knows if nor when it will be triggered. As such, it violates the debt restriction.

18. **FORCE MAJEURE** If the Muscogee County School District, in its reasonable discretion, determines that the Force Majeure event is likely to delay Contractor's performance for more than thirty (30) days, the Muscogee County School District reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the Muscogee County School District's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

19. **EXCEPTIONS** To take exception to a provision of this Invitation to Bid, the Bidder must clearly identify the BID EXCEPTION when submitting the bid.

20. **CONFIDENTIALITY:**

MCSD and its student records are subject to the terms of The Family Educational Rights and Privacy Act (34 CFR § 99.33). If the vendor becomes privy to certain personally identifiable student information ("Student Information"), the vendor agrees to abide by the limitations on re-disclosure of any such Student Information, which constitutes an education record as defined in FERPA (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a) (2) states that the officers, employees, and agents of a party that receive education record information from the MCSD may use the information, but only for the purposes for which the disclosure was made.

The parties acknowledge that such Student Information includes any paper and electronic Student Information as may be supplied by MCSD, as well as any data provided by MCSD's students to the vendor. The vendor agrees to hold any Student Information in strict confidence. The vendor shall not use or disclose any Student Information received from or on behalf of MCSD (or its students) except as permitted or required by the Sales Agreement, as required by law, or as otherwise authorized in writing by MCSD. The vendor agrees not to use any Student Information for any purpose other than the purpose for which the disclosure was made.

Upon termination, cancellation, expiration or other conclusion of the Sales Agreement, the vendor shall return all education records or, if return is not feasible, destroy any and all Student Information. If the vendor destroys the Student Information, the vendor shall provide MCSD with a certificate confirming the date of destruction of the data.

If MCSD reasonably determines in good faith that the vendor has materially breached any of its obligations under this agreement, MCSD, in its sole discretion, shall have the right to require the vendor to submit to a plan of monitoring and reporting; provide the vendor with a fifteen (15) day period to cure the breach; or terminate the Sales Agreement immediately if cure is not possible. Before exercising any of these options, MCSD shall provide written notice to the vendor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the vendor improperly disclosed personally identifiable information obtained from MCSD's education records, MCSD may not allow the vendor access to education records for at least five years.

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The vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Information received from, or on behalf of MCSD or its students. These measures will be extended by contract to all affiliates and subsidiaries of the vendor.

The vendor shall, within one day of discovery, report to MCSD any use or disclosure of Student Information not authorized by this agreement or in writing by MCSD. The vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the vendor has taken or shall take to prevent future similar unauthorized use or disclosure. The vendor shall provide such other information, including a written report, as reasonably requested by MCSD.

The vendor shall defend and hold MCSD harmless from all claims, liabilities, damages, or judgments involving a third party, including MCSD's costs and attorney fees, which arise as a result of the vendor's failure to meet any of its obligations under this agreement.

21. OPEN RECORDS ACT: MCSD is subject to Georgia's Open Records Act at OCGA s 50-18-70, et. seq. This law allows individuals to view MCSD records [whether maintained electronically or through paper] and / or make copies, unless the records are specifically exempted by the law. The law does contain specific language addressing valid trade secrets, but requires specific action from the vendor to ensure confidentiality.

You are hereby notified by MCSD that it is the submitting party's obligation to indicate whether any of the information submitted to MCSD constitutes a "trade secret" as defined by law, and if so, what specific information constitutes a "trade secret." The Georgia Open Records Act, as amended in April 2012, requires that any "trade secret" information be designated as such at the time it is provided to a governmental agency. The Act further indicates that a failure to make such a designation may result in a waiver of the right to subsequently claim that such information is confidential or otherwise protected from public disclosure.

OCGA 50-18-72 (a) (34). Specifically, OCGA 50-18-72 (a) (34) states in material part:

"(a) Public disclosure shall not be required for records that are:

(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10. If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;"

22. COMPLIANCE WITH LAWS The successful proposer shall procure all permits, bonds, and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the proposal price. The successful proposer shall, at all times, observe and comply with all Federal, State, City, and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

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BID SIGNATURE AND CERTIFICATION (Bidder to sign and return with bid)

We propose to furnish and deliver any and all of the goods and/or services named in our bid at the prices stated. It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Muscogee County School District, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Muscogee County School District.

It is understood and agreed that we have read the specifications shown or referenced in the ITB and that this bid is made in accordance with the provisions of such specifications and all terms of conditions. Any exceptions are noted in writing and included with this bid. By our original signature, entered below, we guarantee and certify that all items included in this bid meet or exceed any and all such stated specifications. We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this bid shall be valid and held open for a period of sixty days from bid opening date.

We certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of the bid and certify that I am authorized to sign this bid for the bidder. We certify that we have read the contract terms and conditions and do hereby agree with them as stated. We understand that a vendor that does not adhere to these terms and conditions shall be subject to removal from the Muscogee County School District bidder's list for a minimum of one year. I further certify that I am the owner or agent of stated company and am empowered to contract.

SUBMITTED BY _____ TITLE _____

COMPANY NAME _____

ADDRESS _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____ FAX NUMBER _____

SIGNATURE _____ DATE _____

SCHEDULED DELIVERY DATE AFTER RECEIPT OF ORDER _____

PRICES ARE VALID THROUGH _____

DO YOU ACCEPT PURCHASING CARDS AS A METHOD OF PAYMENT? _____

DO YOU ACCEPT ELECTRONIC FUND TRANSFERS AS A METHOD OF PAYMENT? _____

DUN AND BRADSTREET (D&B) NUMBER _____

**Muscogee County School District
FEDERAL WORK AUTHORIZATION 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 MUSCOGEE 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 ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)

Date of Authorization

Name of Contractor

Name of Project

MUSCOGEE COUNTY SCHOOL DISTRICT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC SIGNATURE

My Commission Expires: _____

**Muscogee County School District
FEDERAL WORK AUTHORIZATION SUBCONTRACTOR AFFIDAVIT
Under O.C.G.A. § 13-10-91(b) (1)**

By executing this affidavit, the undersigned subcontractor 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 under a contract with _____ (**name of contractor**) on behalf of Muscogee 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization user identification number as follows:

Federal Work Authorization ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)

Date of Authorization

Name of Contractor

Name of Project

MUSCOGEE COUNTY SCHOOL DISTRICT
Name of Public Employer

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

Executed on _____, __, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC SIGNATURE

My Commission Expires: _____

DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

By signing this agreement, the Contractor is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Organization Name

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

Signature(s)

Date

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"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. 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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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. This institution is an equal opportunity provider.

DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Note: Vendor must sign the appropriate statement below as applicable.

- () No Subcontractors, Subconsultants or Suppliers will be used in connection with performance of this contract.

Firm: _____

Signature: _____

-OR-

- () All Subcontractors, Subconsultants or Supplier to be used in connection with performance of this contract are listed below. (Attached additional sheets as necessary.)

Firm: _____

Signature: _____

SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name/Title: _____

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name/Title: _____

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name/Title: _____

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name/Title: _____

**MUSCOGEE COUNTY SCHOOL DISTRICT
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REFERENCE & SIMILAR PROJECTS FORM

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

NO-BID RESPONSE

**Muscogee County School District
Statement of “No Bid”**

If you do not intend to submit a bid for this project, please complete and email this form prior to the date shown for receipt of bids to: Aileen Arrighi, Senior Buyer at arrighi.aileen@muscogee.k12.ga.us.

We, the undersigned, have declined to submit a bid on the “BID #21-009 Sale of Surplus Vehicles” for the following reasons:

_____ Specifications are too “tight”, i.e. geared toward one brand or manufacturer only
(please explain reason below)

_____ Insufficient time to respond to the solicitation.

_____ We do not offer this product/service or equivalent.

_____ Our schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks:

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number: _____ Date: _____

MUSCOGEE COUNTY SCHOOL DISTRICT
INVITATION TO BID 21-009
Sale of Surplus Vehicles

QUOTE SHEET
ITB: 21-009 Sale of Surplus Vehicles

BUS #	YEAR	MAKE	MODEL	PASSENGER	STATUS	BID PRICE
551-SE	1998	International	3800	35	Running	
553-SE	1998	International	3800	35	Running	
554-SE	1998	International	3800	35	Running	
555-SE	1998	International	3800	35	Running	
578-SE	1998	International	3800	35	Running	
579-SE	1998	International	3800	35	Running	
580-SE	1998	International	3800	35	Running	
582-SE	1999	International	INTE380	35	Running	
584-SE	1999	International	INTE380	35	Running	
611-SE	2000	International	3000	35	Motor	
616-SE	2002	Thomas	1218S	72	Running	
735-SE	2008	IC Bus	CE S BUS	35	Motor	
736-SE	2008	IC Bus	CE S BUS	35	Motor	
07-01-SE	2007	Ford	B2 VC 1611S	27	Motor	
570-TR	1999	Bluebird	TCRE8400S	84	Running	
588-TR	2000	Bluebird	BLUE	84	Running	
590-TR	2000	Bluebird	BLUE	84	Running	
592-TR	2000	Bluebird	BLUE	84	Running	
594-TR	2000	International	3000	84	Running	
595-TR	2000	International	INTL30S	84	Running	
599-TR	2001	Thomas	140HS	84	Running	
600-TR	2001	Thomas	140HS	84	Running	
601-TR	2001	Thomas	140HS	84	Running	
603-TR	2001	Thomas	140HS	84	Running	
605-TR	2001	Thomas	140HS	84	Running	
608-TR	2001	Thomas	140HS	84	Electrical	
622-TR	2002	Thomas	140HS	84	Running	
623-TR	2002	Thomas	140HS	84	Running	
624-TR	2002	Thomas	140HS	84	Running	
625-TR	2002	Thomas	140HS	84	Running	
627-TR	2002	Thomas	140HS	84	Running	
628-TR	2002	Thomas	140HS	84	Running	
726-TR	2008	Thomas	140YS	84	Running	
413-PS	1985	Chevrolet	CB6P042	35	Not Running	
535-PS	1996	Bluebird	CV200C	35	Not Running	
537	1996	Bluebird	CV200C	35	Not running	
87	1977	Bluebird	77	NA	Not running	
18	1976	Bluebird	NA	NA	Scrap	

**MUSCOGEE COUNTY SCHOOL DISTRICT
INVITATION TO BID 21-009
Sale of Surplus Vehicles**

VEHICLE #	YEAR	MAKE	MODEL	TYPE	STATUS	BID PRICE
276	1991	GMC	TG11005	UTILITY	Bad Trans.	
201	1994	CHEVROLET	3500	PICKUP	Overheat	
240	1996	FORD	F-150	PICKUP	Not Running	
2200	1997	FORD	CROWN VIC	4-DOOR	Not Running	
262	1997	FORD	F-150	PICKUP	Not Running	
243	1997	FORD	K-250	VAN	Not Running	
263	1997	FORD	F-150	PICKUP	Not Running	
179	2000	FORD	F-150	TRUCK	Not Running	
177	2000	FORD	E-250	VAN	Not Running	
178	2000	FORD	E-250	VAN	Not Running	
4404	1995	FORD	ECONOLINE	VAN	Not Running	
3305	1995	FORD	F-150	TRUCK	Not Running	
3312	1994	FORD	F-150	TRUCK	Not Running	
3313	1995	FORD	F-150	TRUCK	Not Running	
3314	1993	DODGE	DAKOTA	TRUCK	Not Running	
4415	1992	FORD	L-250	VAN	Run - Oil	
4418	1999	FORD	F-350	VAN	Not Running	
3319	1995	FORD	150XL	TRUCK	Not Running	
4428	1999	DODGE	RAM	TRUCK	Not Running	
3321	1994	FORD	F-150	TRUCK	Not Running	
3320	1995	FORD	F-150	TRUCK	Not Running	
2210	2000	FORD	CROWN VIC	4-DOOR	Not Running	
2221	1999	FORD	TAURUS LX	4-DOOR	Not Running	
3327	1996	FORD	F-150	TRUCK	Not Running	
2235	2001	FORD	TAURUS LX	4-DOOR	Not Running	
4438	1995	FORD	250	VAN	Not Running	
3328	1996	FORD	F-350	TRUCK	Not Running	
5509	2001	FORD	E-350	TRUCK	Not Running	
4447	2003	GMC	SAVANA	VAN	Not Running	
4444	1998	DODGE	RAM B1500	VAN	Bad Trans.	
4450	2006	CHEVROLET	EXPRESS G2	VAN	Not Running	
2244	2005	FORD	CROWN VIC	4-DOOR	Not Running	
150	2000	WORK HORSE	PA3160	VAN	Not Running	
2239	1994	FORD	CROWN VIC	4-DOOR	Not Running	
3336	1996	FORD	F-350	TRUCK	Bad Motor	
5512	1986	CHEVROLET	C70	TRUCK	Bad Motor	

COMPANY NAME: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____