



**HOUSTON COUNTY SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS**  
**For**  
**WAN Service**

**RFP NUMBER 23-021**

For all questions about this RFP contact:  
L. Renee Langston, CPPB, Issuing Officer  
[Renee.langston@hcbe.net](mailto:Renee.langston@hcbe.net)  
478-988-6211 ext. 3735

**RELEASED ON:**

**October 19, 2022**

**DUE ON:**

**December 7, 2022 2:00 P.M. Eastern Time**

## **1.0 INTRODUCTION**

### **1.1 Purpose of Procurement**

The purpose of this RFP is to solicit proposals for reliable, high speed WAN services for 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 in 3.0.

### **1.3 Schedule of Events**

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

October 19, 2022	Release of RFP
December 7, 2022	Proposals Due – no later than 2:00 p.m. EST

Installation must be coordinated with the Director of Technology and may begin immediately after award.

Installation must be completed and service available July 1, 2023.

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

All questions about this RFP must be submitted prior to November 09, 2022 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 by November 09, 2022 to the Issuing Officer:

[renee.langston@hcbe.net](mailto:renee.langston@hcbe.net)

Fax: 478-988-6212

Questions must include the company name and the referenced RFP section.

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 and as an addendum in the USAC portal (EPC). Website address is <http://www.hcbe.net>, click on Departments, Purchasing, Bids/Proposals.

## **1.5 Definition of Terms**

**HCSD** – Houston County School District

**District** – Houston County School District

**OCGA** - Official Code of Georgia Annotated (State Statute)

**Offeror Vendor/Contractor** – Respondent to this Request for Proposals

**RFP** - Request for Proposals

## **1.6 Contract Term**

Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement. If it is determined that a contract is established for this project, for the duration of the contract term established through this RFP, contracts will automatically renew on July 1 of each year unless notified in writing by HCS D. The initial contract term is one (1) year, or less, from July 1, 2023 through June 30, 2024, with annual renewals for a maximum of (3) years or (36) months.

## **1.7 Background**

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

## 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.).

The Houston County School District requires a WAN solution capable of 20Gbps of bi-directional throughput between the District's core located at the Central Office and each facility (see Attachment A for a list of service locations).

The District's strong preference is for dark fiber service and is requesting proposals for one- and two-pairs. Proposals for lit fiber service will be evaluated in accordance with Erate program rules and should provide a minimum of 20Gbps bi-directional service between the BoE and each facility.

Proposals should include pricing by circuit and include a clear description of the proposed physical and logical designs, as well as any other relevant technical details regarding the proposed service or proposed construction projects. All proposals must include a map showing the proposed infrastructure, including physical fiber paths and any other relevant specifics of the proposed solution.

### 2.1 System Requirements

- a. The Service shall be used to seamlessly connect the facilities in the District.
- b. The Service Provider shall provide 2 pairs of fiber terminated at each location identified in Attachment A. Proposed alternative lit service should provide no less than twenty (20) Gbps of bi-directional fiber WAN service.
- c. Fiber pairs will be terminated in equipment currently owned by the District. The District does not currently require proposals for additional transceivers or switches.
- d. Lit fiber services must terminate into existing Aruba JL658A, Aruba JL728A, Aruba JL255A, and the Aruba JL700A via Ethernet.
- e. The Service Provider shall provide service 24 hours per day, 365 days per year.
- f. The Service Provider shall have network engineering support 24 hours per day, 365 days per year.
- g. In the case of lit or dark fiber (via snmp monitoring), the Service Provider shall maintain network monitoring capability and notify the System at the point of any disruption of service, at no time shall it take longer than thirty (30) minutes to send notification from the time the outage occurs.
- h. For lit fiber service, the Service Provider shall provide web-based bandwidth utilization reporting.
- i. The Service Provider shall guarantee quality of service—minimum uptime 99.999% per month with minimum of four (4) hours response and resolution to problems, with documented discounts given for outages that exceed four (4) hours.
- j. For dark fiber service, proposals should include specific SLAs terms pertaining to line cuts and other service disruptions.
- k. The District will allow for brief pre-arranged outages during off-hours for maintenance between the hours of 1:00 am and 5:00 am.
- l. The Service Provider shall grant the District primary and authoritative control over the services.
- m. *Network/Transit delay shall not exceed an average of 80 milliseconds over a 5-minute period where the circumstances are under the ISP's control.*

- n. *Packet loss shall not exceed an average of .1% over a 5-minute period where the circumstances are under the ISP's control.*
- o. The Service Provider shall be responsible for payment and administration of all annual right-of-way charges and annual maintenance charges to all appropriate parties.
- p. The Service Provider shall be responsible to coordinate all one-call damage prevention service.
- q. The Service Provider shall assume responsibility for establishing the Service. The School District shall provide no supervision, project management or other services outside of School District property.
- r. The Service Provider shall address the following:
  - i. How are service or equipment outages addressed?
  - ii. A description of the Vendor's support infrastructure?
  - iii. A description of problem severity levels and associated response time.
  - iv. A description that the vendor understands the technical requirements defined in this RFP.
  - v. A description of the service installation process and timeline.
  - vi. A statement of network security and how the security of HCSD's data will be ensured during transmission. Provider should state any security protocols used while data transmission occurs on their network.
  - vii. A detailed list of all hardware, equipment, cabling, etc. that will be needed to complete this project.

## **2.2 Qualifications, Service Provider**

- a. The Service Provider shall be experienced in all aspects of this work and shall be required to demonstrate direct experience on recent systems of similar type and size.
- b. The Service Provider selected to provide the service shall have been in business of providing WAN services a minimum of three (3) years with experience on similar systems.
- c. The Service Provider selected for this project must adhere to the engineering, installation and testing procedures of the manufacturers and the municipality.
- d. The Service Provider shall have a service call number that is answered 24 hours a day, 365 days per year for maintenance and trouble calls.
- e. The Service Provider shall provide references of at least three (3) School Districts with a minimum of twenty (20) schools where they are currently under contract to provide and maintaining.
- f. The Service Provider must possess a valid, unencumbered SPIN for the Universal Service Administration Company (USAC), as well as an FCC registration number. Vendors must be able to provide a copy of the most recent USAC Form 473 (SPAC).
- g. The Service Provider must be financially stable and responsible. HCSD reserves the right to request proof of financial stability.
- h. The Service Provider must be fully licensed to do business in the State of Georgia and remain in compliance with all legal requirements set forth by the Georgia Public Service Commission and the Federal Communications commission of the United States.

## **2.3 Permits, Codes and Inspections**

The Service Provider shall obtain and pay for all permits and inspections necessary for the execution of all work pertaining to the WAN service.

## **2.4 Company Background and Experience**

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

a. **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.

b. **Experience**

The Offeror must include the total number of full consecutive years experience as current business.

The Offeror will provide a list of all 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.

**2.5 Testing**

After installation, all connections should be tested and a written certificate should be issued stating the maximum allowable link loss and that up to the date upon which the School District takes control of each connection, the connection was in proper working order and passed all required tests.

**2.6 Service Agreement**

The vendor is to maintain the physical WAN connections to each location and in the case the physical connection is damaged the service restoration time for any site shall not exceed twenty-four hours. The physical WAN connections shall be the property of the vendor and the vendor shall implement preventive and remedial measures. The vendor should proactively monitor the WAN connections.

**2.7 Submission Requirements**

- a. Proposals shall be submitted in two separate parts, Technical Proposal and Financial Proposal.
- b. The Offeror must submit the Proposal Certification with original signature (Appendix A).
- c. The Offeror must submit a completed and notarized Certificate Regarding Debarment, Suspension, Ineligibility Form (Appendix B).
- d. The Offeror must submit a completed E-Rate Certification Form (Appendix C).
- e. The Offeror must submit a completed Vendor Affidavit Form (Appendix D).
- f. Any exceptions to the District's Sample Contract (Appendix E) must be clearly identified and submitted with the Offeror's Technical Proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 2.0.

- g. The Offeror must submit a Technical Proposal detailing the proposed approach to performing all of the services requested under Section 2.0 and providing company information as detailed. The Offeror will submit one hard copy of the Technical Proposal with original signatures and one copy of the Financial Proposal.
- h. Each item included in sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 must be addressed and appropriately labeled to reflect the item number addressed. The Offeror must submit a Guide to Mandatory Requirements referencing the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.
- i. Each submission must include a thumb drive (flash drive, USB drive) of their entire proposal, Technical and Financial. Drive will not be returned to the vendor.

### **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.

##### **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:

###### 1. Technical Submission

- Proposal Certification (Appendix A)
- Certificate Regarding Debarment, Suspension, Ineligibility (Appendix B)
- E-Rate Certification (Appendix C)
- Vendor Affidavit (Appendix D)
- Any Contract Exceptions (Appendix E)
- Technical Proposal, addressing all requirements in Section 2.0
- *Do not include cost information in the Technical Proposal*

###### 2. Financial Proposal

- The Offeror must use the Financial Proposal form (Appendix F).

Mark the outside of shipping package as follows:

Name of Company  
Phone Number and Point of Contact for Company  
RFP # 23-021  
Due **no later than** December 7, 2022 2:00 P.M. Eastern Time

### 3.1.3 Submission of Proposals

Proposals must be submitted to:

HCS D – Purchasing Dept.  
L. Renee Langston, CPPB  
200 Jerry Barker Drive  
Warner Robins, Georgia 31088

**Any proposal received after the due date and time will not be evaluated.**

## 3.2 Evaluation Process

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

### 3.2.1 Administrative Review

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

1. Submitted by deadline
2. Separately sealed Technical Submission and Financial Proposal
3. All required documents have been completed and 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 Technical 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 Technical Evaluation Team for quality and completeness.

The following are the maximum possible points of each category:

<b>Point Category</b>	<b>Points Allotted</b>
Eligible Cost	40
Completeness of Proposed Solution	30
Business Stability and References	20
Demonstrated “E-Rate” experience	10
<b>Total Possible Points</b>	<b>100</b>

### 3.2.4 Oral Presentations

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



### **3.2.5 Financial Proposal Evaluation**

Offerors will use only the Financial Proposal Forms provided with the RFP (Appendix F).

### **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.

### **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 to the HCSD Purchasing website, located at: <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 Appendix E. 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 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.

**ATTACHMENT A  
Locations**

<i>Core sites</i>	<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Latitude, Longitude</b>
<b>HOUSTON COUNTY SCHOOL DISTRICT</b>	<b>1100 Main Street</b>	<b>Perry</b>	<b>GA</b>	<b>31069</b>	<b>32.458321, -83.728725</b>
<i>School / Admin sites</i>	<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Latitude, Longitude</b>
BoE Annex	1600 Macon Rd	Perry	GA	31069	32.467638, -83.727885
BoE Warehouse	200 Jerry Barker Drive	Warner Robins	GA	31088	32.549701, -83.674287
Bonaire Elementary School	101 Elm Street	Bonaire	GA	31005	32.547261, -83.600122
Bonaire Middle School	125 Hwy 96 East	Bonaire	GA	31005	32.547012, -83.589207
Bonaire Primary School	535 Thompson Mill Rd	Bonaire	GA	31005	32.538242, -83.570681
C.B Watson Primary School	61 Martin Luther King Blvd	Warner Robins	GA	31088	32.610164, -83.610297
Centerville Elementary School	450 N Houston Lake Blvd	Centerville	GA	31028	32.629238, -83.688099
Transportation	311 Bear Country Blvd	Warner Robins	GA	31088	32.546599, -83.678713
Central Registration	410 Bear Country Blvd	Warner Robins	GA	31088	32.553180, -83.678784
David A. Perdue Primary School	150 Bear Country Blvd	Warner Robins	GA	31088	32.54799, -83.674147
Eagle Springs Elementary School	3591 Us Hwy 41 N	Byron	GA	31008	32.630184, -83.710225
Feagin Mill Middle School	1200 Feagin Mill Rd	Warner Robins	GA	31088	32.569479, -83.676140
Hilltop Elementary School	301 Robert Bryson Smith Pkwy	Bonaire	GA	31005	32.543006, -83.621289
Houston County Career & Technical Center	1311 Corder Rd.	Warner Robins	GA	31088	32.595320, -83.653682
Houston County WIN Academy	215 Scott Blvd	Warner Robins	GA	31088	32.600762, -83.615827
Houston County High School	920 Highway 96	Warner Robins	GA	31088	32.554535, -83.676254
Huntington Middle School	206 Wellborn Rd	Warner Robins	GA	31088	32.599694, -83.600794
Kings Chapel Elementary School	460 Arena Rd	Perry	GA	31069	32.454782, -83.653590
Lake Joy Elementary School	985 Lake Joy Rd	Warner Robins	GA	31088	32.575307, -83.694916
Lake Joy Primary School	995 Lake Joy Rd	Warner Robins	GA	31088	32.577526, -83.695388
Langston Road Elementary	315 Langston Rd	Perry	GA	31069	32.498716, -83.701722
Langston Road Primary	315 Langston Rd	Perry	GA	31069	32.500638, -83.705780
Lindsey Elementary School	81 Tabor Dr	Warner Robins	GA	31093	32.639447, -83.615973
Matt Arthur Elementary School	2500 Ga Hwy 127	Kathleen	GA	31047	32.506188, -83.652291
Miller Elementary School	101 Pine Valley Dr	Warner Robins	GA	31088	32.615256, -83.638720
Morningside Elementary	1206 Morningside Dr	Perry	GA	31069	32.464187, -83.710185

Mossy Creek Middle School	200 Danny Carpenter Dr	Kathleen	GA	31047	32.533881, -83.700962
Northside Elementary School	305 Sullivan Rd	Warner Robins	GA	31093	32.655269, -83.657153
Northside High School	926 Green St	Warner Robins	GA	31093	32.626985, -83.630798
Northside Middle School	500 Johnson Rd	Warner Robins	GA	31093	32.636866, -83.645471
Parkwood Elementary School	503 Parkwood Dr	Warner Robins	GA	31088	32.624900, -83.630274
Pearl Stephens Elementary School	420 Pearl Stephens Way	Warner Robins	GA	31088	32.602827, -83.616405
Perdue Elementary School	115 Sutherlin Dr	Warner Robins	GA	31088	32.549429, -83.670828
Perry Warehouse	1701 Houston Lake Rd	Perry	GA	31069	32.467885, -83.718531
Perry High School	1307 North Ave	Perry	GA	31069	32.467273, -83.725873
Perry Middle School	495 Perry pkwy	Perry	GA	31069	32.485409, -83.726817
Quail Run Elementary School	250 Smithville Church Rd	Warner Robins	GA	31088	32.608491, -83.688552
Russell Elementary School	101 Patriot Way	Warner Robins	GA	31088	32.596699, -83.635346
Shirley Hills Elementary	300 Mary Lane	Warner Robins	GA	31088	32.602848, -83.650969
Thomson Middle School	301 Thomson St	Centerville	GA	31028	32.633442, -83.694364
Tucker Elementary School	1300 Tucker Rd	Perry	GA	31069	32.448809, -83.721868
Veterans High School	340 Piney Grove Rd	Kathleen	GA	31047	32.513935, -83.613003
Warner Robins High School	401 S Davis Dr	Warner Robins	GA	31088	32.610820, -83.614411
Warner Robins Maintenance	601 S. Davis Dr.	Warner Robins	GA	31088	32.608575, -83.614229
Warner Robins Middle School	425 Mary Lane	Warner Robins	GA	31088	32.597330, -83.654143
Westside Elementary School	201 N Pleasant Hill Rd	Warner Robins	GA	31093	32.621436, -83.624168
Tennis Facility	110 Bear Country Blvd	Warner Robins	Ga	31088	32.547782, -83.676055
Freedom Field	111 Bear Country Blvd	Warner Robins	Ga	31088	32.547981, -83.678501

## Appendix A

### PROPOSAL CERTIFICATION

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

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

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

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

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

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

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

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

SIGNATURE \_\_\_\_\_

# Appendix B

## 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.

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Organization Name

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

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Signature(s)

Date

---

Notary

Date

# Appendix C

## E-RATE CERTIFICATION

I, \_\_\_\_\_, certify that \_\_\_\_\_, is a  
(Print or Type Name) (Company Name)  
Service Provider as defined by the E-Rate Program and has not been suspended or disbarred from  
participating by the Federal Communications Commission. Our SPIN # is \_\_\_\_\_, and  
(Type Service Provider ID)  
we have operated under this SPIN for \_\_\_\_\_ years.  
(number)

I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance), Item 25 Selective Review, or Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet the any response deadlines;
2. In the event an appeal is necessary, all the information necessary to complete the appeal will be furnished completely and in a timely manner to the Houston County School District, it's attorney(s) or authorized agent;
3. Any contract awarded based upon RFP#23-021 in contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event that partial funding or no funding is granted, the Houston County School District reserves the right to cancel the contract in whole or in part;
4. The Houston County School District will be invoiced for the only the matching funds portion, and it our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining "non-discount" portion. This billing method is known as the SPI (Service Provider Invoice) method;
5. In the event the Houston County School District wishes to perform a SPIN change, as afforded by the COPAN decision, permission will be granted within the contracted terms, provided 14 days prior written notice is given.

\_\_\_\_\_  
(Original Signature in Blue or Black Ink)

\_\_\_\_\_  
(Today's Date)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

## Appendix D

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

By executing this affidavit, the undersigned Vendor 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 Vendor will continue to use the federal work authorization program throughout the contract period and the undersigned Vendor will contract for services in satisfaction of such contract only with sub-Vendors who present an affidavit to the Vendor with the information required by O.C.G.A. § 13-10-91(b). Vendor 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 Vendor	( _____ ) 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 \_\_\_\_\_, \_\_\_\_, 2022 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 \_\_\_\_\_, 2022.

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

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



## Appendix E

### 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 # 23-021. This agreement may be modified only by written agreement and not by course of performance. This agreement becomes effective on July 1, 2023 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 initial contract term is one (1) year, or less, from July 1, 2023 through June 30, 2024, with annual, automatic renewal for a maximum of (3) years or (36) months. Either party may opt out of renewal with sixty (60) days' notice.

#### 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.

**TRANSACTION FEE:**

- A. The District shall incur no cost for the duration of this contract.
- B. All transaction fees will be paid by the user.
- C. All fees must remain fixed through each contract period. Transaction fees may not increase more than 5% per year and any increase shall only be implemented at the start of each concurrent contract period.

**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

# Appendix F

## FINANCIAL PROPOSAL

	Location	Installation	Monthly Recurring		
			<i>10 Gbps</i>	<i>Incremental Gbps</i>	<i>20 Gbps</i>
1	Hub Site – Houston County School District				
TOTAL COST:					

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

TITLE \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_