Request for Proposal

RfpBacontonInternet27, Fiber Internet Service

Publication Date: 11/11/26

Proposal Deadline: 12/16/26 at 04:00 PM EST

The Baconton Community School is requesting proposals from qualified service providers for symmetrical fiber Internet access. The School is requesting pricing for 1Gbps, 1 static IP (or a /30 IP block), and a 36-month service term beginning July 1, 2027.

Key Dates

Q&A Deadline: December 9, 2026 at 04:00 PM EST

Proposal Deadline: December 16, 2026 at 04:00 PM EST

Required Service Start: July 1, 2027

Minimum Vendor Requirements

Prospective service providers must meet the qualifications established in Section 6, including:
A current, valid and unencumbered E-Rate SPIN and applicable FCC registration.
Required E-Rate service-provider certifications and documentation.
Compliance with Federal E-Verify requirements.
Appropriate licensing and authorization to provide the proposed services.
Adequate existing infrastructure to meet the required service-start date, or a clearly defined build/lease plan accompanied by the financial guarantees required by this RFP.

Questions and Communications

All questions must be submitted to rfp@fundingtechnology.com with the subject line:

27BacontonInternet Q&A

Only material questions submitted through the defined process will receive a response. Vendors should subscribe to the establishing FCC Form 470 in EPC to receive notification of published Q&A, addenda and other updates. Communications concerning this procurement outside the process established in the RFP may result in scoring deductions or disqualification.

Proposal Submission

Proposals must be submitted electronically to rfp@fundingtechnology.com with the subject line:

27BacontonInternet proposal

Proposals received after the stated deadline will not be evaluated. Complete submission requirements are provided in Section 4.

Evaluation

The School will first review proposals for completeness, responsiveness and vendor qualification. Proposals from qualified vendors meeting the disclosed minimum requirements for their offered award lots will then be evaluated according to the scoring methodology established in Section 5, with E-Rate eligible cost as the most heavily weighted factor.

Contents

1. INTRODUCTION 4
   1.1 Project Overview 4
   1.2 School Overview 4
   1.3 Relevant Dates 4
2. COMMUNICATIONS 4
   2.1 Procurement Communications 4
   2.2 Published Responses & Addenda 4
   2.3 Addenda and EPC Updates 4
3. TECHNICAL & BUSINESS REQUIREMENTS 5
   3.1 Objectives 5
   3.2 Current Environment 5
   3.3 Service Requirements 5
   3.4 Service Locations 5
   3.5 Pricing and Contract Requirements 5
      3.5.1 Funding and E-Rate 6
      3.5.2 Facility Changes and Partial Termination 6
      3.5.3 Contract Exceptions 6
   3.6 Service Start, Construction and Performance Assurance 6
      3.6.1 Infrastructure Disclosure 7
      3.6.2 Implementation Plan 7
      3.6.3 Commitment to Service Date 7
      3.6.4 Financial and Performance Assurance 7
4. PROPOSAL RESPONSE REQUIREMENTS 8
   4.1 Proposal Contents 8
      4.1.1 Executive Summary 8
      4.1.2 Table of Contents 8
      4.1.3 Vendor Information 8
      4.1.4 Technical / Solution Response 9
      4.1.5 RFP Exceptions 9
      4.1.6 Required Forms and Appendices 9
   4.2 Proposal Format 9
   4.3 Pricing Forms 9
   4.4 Submission 9
5. EVALUATION & AWARD 10
   5.1 Initial Responsiveness and Qualification Review 10
   5.2 Evaluation Criteria 10
   5.3 Requests for Clarification or Additional Information 11

5.4 Presentation or Interviews 11
5.5 Award and Reservation of Rights 11
6. VENDOR QUALIFICATIONS 12
6.1 E-Rate and FCC Eligibility 12
6.2 Financial and Operational Capability 12
6.3 Licensing, Registration and Legal Compliance 12
6.4 Required Certifications 12
6.5 Qualification Determination 12
7. GENERAL TERMS & CONDITIONS 12
7.1 Public Records and Proprietary Information 12
7.2 Conflicts of Interest 13
7.3 Compliance with Law 13
7.4 Pricing and Payment 13
7.5 Proposal Costs 13
7.6 Proposal Withdrawal 13
7.7 Right to Reject – Best and Final Offer 13
7.8 Georgia Multi-Year Contract Requirements 13
7.9 Contract Documents and Order or Precedence 14
7.10 Required Service Date and Delay Responsibility 15
Provider-Caused Delay 15
Excusable Delay 15
Performance Assurance 15
Extended Delay / Failure to Perform 15
Appendix A Statement of Eligibility and Compliance 17
Appendix B Contractor Affidavit 18
Appendix C Certificate of Eligibility 19
Appendix D Sample Service Agreement 20
Appendix E References 21
Attachment A Pricing Forms 22

1. INTRODUCTION

1.1 Project Overview

The Baconton Community School (Baconton Community School or the School) is seeking qualified proposals for symmetrical, fiber Internet service. Location specifics and quantiles in the service requirements and RfpBacontonIA27A.xlsx pricing attachment.

Proposals must address the service alternatives and responsibility boundaries established in Section 3 and Attachment A.

The School is requesting service for a 36-month period beginning July 1, 2027.

This procurement will be conducted in accordance with applicable federal and state law, E-Rate program requirements, and applicable procurement policies duly adopted by the Baconton Community Charter School. All material requirements applicable to vendor responses are contained in this RFP or will be communicated to all prospective vendors through the formal addenda process.

1.2 School Overview

Baconton Community School is a School in southcentral Georgia. The school system includes 5 schools as well as the Board of Education Office and administrative facilities that support over 3000 students in grades PK-12.

1.3 Relevant Dates

Publication Date: November 11, 2026
Q&A Deadline: December 9, 2026 at 04:00 PM EST
Proposal Deadline: December 16, 2026 at 04:00 PM EST
Required Service Start: July 1, 2027

Any modification to these dates will be communicated through the addenda process described in Section 2.

2. COMMUNICATIONS

2.1 Procurement Communications

Questions must be submitted via email to rfp@fundingtechnology.com with the subject line:

27BacontonInternet Q&A

Only material questions that are not already addressed by the RFP will receive a response. Questions submitted through other channels or without the required subject line may not be considered received and may not receive a response.

The School intends for all prospective vendors to have access to the same material procurement information.

2.2 Published Responses & Addenda

The School reserves the right to amend this RFP prior to the proposal deadline.

Material questions and answers, amendments, supplemental information and other procurement updates will be posted to the USAC E-Rate Productivity Center (EPC) in association with the establishing FCC Form 470 when applicable.

Prospective vendors are responsible for monitoring and/or subscribing to the establishing FCC Form 470 in EPC for notification of updates.

2.3 Addenda and EPC Updates

No other form of communication regarding this procurement is permitted, including direct communication concerning the RFP with Baconton Community School board members or staff outside the process established above.

Failure to adhere to these communication requirements may result in deductions to the Proposal Score and, when material to the integrity of the procurement, may constitute grounds for disqualification.

3. TECHNICAL & BUSINESS REQUIREMENTS

3.1 Objectives

The School is evaluating fiber-delivered Internet access. The objective is to provide reliable, secure and cost-effective services in support of the School's instructional and administrative operations.

3.2 Current Environment

The School currently receives 500 Mbps symmetrical fiber Internet service to the elementary school. The School requests pricing for 1Gbps, as well as 1 static IP (or a /30 static IP block).

3.3 Service Requirements

Provide fiber-delivered Internet access at the requested committed bandwidths and handoffs in rfpBacontonIA27.xlsx. Identify symmetrical/asymmetrical capacity, any burst limits, contention, oversubscription and usage limits.

Include 1 static IP address (or a /30 block of static IPs)

Describe the Internet transit and upstream architecture, diversity, routing, public IP address allocation, IPv4/IPv6 support and any School routing dependencies. Distinguish Internet access from transport-only service.

State committed availability, latency and packet-loss measures, measurement endpoints, service credits, restoration objectives and exclusions in a binding SLA. Disclose planned maintenance windows and upstream dependencies.

Provide active monitoring, 24-hour support and escalation. Notify the School of identified outages within 30 minutes of discovery.

Itemize optional filtering, security, DDoS or other additional features separately. Identify included and excluded features and eligibility allocation information; do not presume an additional feature is eligible merely because it is bundled with Internet access.

Service shall include committed bandwidth, burst capability, public IP addressing, and all associated recurring, installation, and termination charges as described in the pricing schedule.

3.4 Service Locations

Please see the pricing and locations attachment: RfpBacontonIA27A.xlsx

3.5 Pricing and Contract Requirements

The School is requesting pricing for an anticipated 36-month service period beginning July 1, 2027 and ending 6/30/2030. Pricing must remain consistent with the service term and renewal structure proposed in response to this RFP and must comply with applicable Georgia law and E-Rate requirements.

The School requires the ability to upgrade any single location or multiple locations to a higher service level during the agreement at the applicable prices quoted in the proposal, as well as change service locations based on facility moves.

All costs required to implement and provide the proposed service must be clearly identified, including recurring charges, installation or construction costs, required equipment, applicable taxes and regulatory fees, and any other recurring or non-recurring charges.

The vendor must identify whether proposed pricing includes estimated taxes, Georgia Universal Service Fund charges, Federal Universal Service Fund charges and similar assessments. If such amounts are not included, the vendor must identify the anticipated percentage or other reasonable estimate of the additional charges.

3.5.1 Funding and E-Rate

The School anticipates requesting E-Rate support for eligible services provided under the resulting agreement. E-Rate funding, however, is determined separately for each funding year.

If E-Rate support or other funding anticipated for the services is denied, reduced or otherwise unavailable, the School reserves the right, subject to applicable law and program requirements, to reduce or discontinue affected services, decline continuation of affected services, or elect to continue the services using other legally available funds.

Nothing in this provision requires automatic termination solely because E-Rate support is reduced or unavailable.

3.5.2 Facility Changes and Partial Termination

During the service term, the School may close, consolidate, relocate, sell, replace or substantially change the use of one or more facilities.

The School therefore requires the ability to discontinue service to an individual location or group of locations when the service is no longer reasonably required because of such a facility change, without requiring termination of unaffected services at other School locations.

Unless otherwise specifically identified and accepted in the awarded proposal, the School may discontinue an affected location upon 60 days' written notice.

The vendor must identify in its proposal any:

- Early termination charge;
- Minimum revenue commitment;
- Unrecovered or unamortized construction obligation;
- Facility-specific cancellation charge; or
- Other financial liability

that would apply if the School discontinues service to an individual location before the anticipated end of the service period.

Any such liability must be specifically quantified or accompanied by a clearly stated method of calculation. Undisclosed termination charges or minimum-revenue obligations will not be considered part of the vendor's proposal or resulting agreement.

Where a proposed termination obligation is attributable to vendor-funded construction, the proposal should separately identify the applicable construction amount and the manner in which any remaining liability declines or is amortized over the service period.

Discontinuation of service to one or more locations under this provision will not affect the School’s continued receipt of service at remaining locations.

3.5.3 Contract Exceptions

Any exception to the contract, pricing, funding, facility-change, renewal or termination requirements stated in this RFP must be specifically identified in the vendor's RFP Exceptions section.

Failure to identify an exception may be deemed acceptance of the applicable RFP requirement.

3.6 Service Start, Construction and Performance Assurance

The Required Service Start Date is July 1, 2027. The ability to provide complete, operational service by this date is a material business requirement of this procurement.

3.6.1 Infrastructure Disclosure

Each vendor must clearly identify whether the infrastructure necessary to provide the proposed service:

- Exists and is presently available to serve the School;
- Exists but requires modification, extension, make-ready or additional equipment;
- Will be obtained through a third party or leased facility; or
- Requires new construction.

A vendor may not represent facilities as existing when material construction, permitting, make-ready, acquisition of rights-of-way, third-party arrangements or other deployment activity remains necessary to provide service.

3.6.2 Implementation Plan

Any proposal requiring construction, network extension, third-party facilities or other material implementation activity must include a detailed implementation plan sufficient for the School to evaluate the likelihood of timely service delivery.

At minimum, the plan must identify:

- Major implementation milestones;
- Engineering and design activities;
- Required permits and approvals;
- Rights-of-way or easement requirements, if applicable;
- Pole attachment or make-ready requirements, if applicable;
- Third-party carrier or infrastructure dependencies;
- Construction start and anticipated completion dates;
- Testing and acceptance activities;
- Anticipated ready-for-service date; and
- Material risks that could affect the Required Service Start Date.

The vendor must identify which dependencies are within its direct control and which depend upon third parties.

3.6.3 Commitment to Service Date

Submission of a proposal constitutes the vendor's representation that it has evaluated the implementation requirements associated with its proposed solution and can provide operational service by the Required Service Start Date, subject only to exceptions expressly identified in the proposal.

A general statement that construction schedules are estimated or subject to permitting will not, by itself, relieve the selected provider of responsibility for meeting the committed service date.

Any material exception to the Required Service Start Date or to the performance-assurance provisions of this RFP must be clearly identified in the vendor's RFP Exceptions section.

3.6.4 Financial and Performance Assurance

A proposal requiring substantial new construction or infrastructure acquisition must demonstrate adequate financial and operational capability to complete implementation within the proposed schedule.

The School may consider, as applicable:

- Existing network assets;
- Demonstrated experience completing comparable builds;
- Construction resources and subcontractor commitments;
- Financial capacity;
- Performance bonds;
- Irrevocable letters of credit;
- Parent-company or corporate guarantees; or
- Other commercially reasonable forms of performance assurance identified in the proposal.

The School may require an agreed form of performance assurance as a condition of award when the selected solution presents material construction or implementation risk.

A vendor unwilling to accept responsibility for provider-caused service-start delays as provided in Section 7 may be deemed non-responsive.

4. PROPOSAL RESPONSE REQUIREMENTS

Vendors should provide a thorough description of the proposed solution and demonstrate compliance with the requirements established in this RFP.

The proposal should provide sufficient information in a clear and concise form to permit evaluation without substantial additional clarification.

All proposals must be signed by a representative legally authorized to bind the vendor.

Whenever practical, information should be summarized using tables, diagrams or other visual representations. Responses should emphasize concise language and information relevant to the services and requirements identified in this RFP.

4.1 Proposal Contents

A proposal should include at least the following sections.

4.1.1 Executive Summary

The Executive Summary should briefly describe the vendor's understanding of the requested service and explain how the proposed solution meets the School's requirements.

It should include the vendor's legal name and address together with contact information for the proposal point of contact and authorized legal representative.

4.1.2 Table of Contents

The Table of Contents should accurately identify the sections and contents of the proposal.

4.1.3 Vendor Information

The proposal should include:

- Company name and legal form;
- Full business address;
- Accounts receivable contact;
- Account executive or service manager;
- Helpdesk contact;
- Project manager, if applicable;
- Federal Tax ID;
- E-Rate SPIN/498 ID;
- FCC Registration Number; and
- Recent D&B report or comparable information, if applicable.

The proposal should additionally address:

a. Any pending litigation reasonably likely to affect the vendor's ability to provide the proposed services;

b. A brief company history and description of organizational size, mission and service footprint;

c. The vendor's experience serving K-12 clients;

d. References for one to three comparable K-12 clients;

e. Key personnel expected to support implementation and service delivery; and

f. A description of the vendor's qualifications to provide the requested service.

4.1.4 Technical / Solution Response

The Technical / Solution Response must address the requirements in Section 3, including:

- Bandwidth and handoff coverage
- Internet performance
- Upstream and path resilience
- Support and restoration
- Routing compatibility and growth

Identify scope boundaries, responsibility assignments, included and excluded components, implementation/activation and acceptance, supporting specifications and all information required by Section 3.6. Include the service commitments applicable to this procurement; identify exceptions explicitly.

4.1.5 RFP Exceptions

Any discrepancy or exception between the requirements of this RFP and the vendor's proposal must be clearly identified.

Silence concerning a material requirement may be interpreted as acceptance of that requirement.

4.1.6 Required Forms and Appendices

The proposal must include, as applicable:

a. Completed Statement of Eligibility and Compliance;

b. Completed Contractor Affidavit / E-Verify documentation;

c. Certificate of Eligibility;

d. Proposed or sample Service Agreement;

e. Client References and optional supporting financial documentation; and

f. Completed Attachment A pricing file.

4.2 Proposal Format

Proposals and required attachments must be submitted electronically.

A single proposal file is preferred for the narrative response and required forms. Zip files containing multiple documents are acceptable where necessary due to file size or document format.

Pricing information must be submitted separately in the format established in Attachment A.

4.3 Pricing Forms

Pricing must be provided at the line-item level using RfpBacontonIA27A.xlsx.

Submit the completed RfpBacontonIA27A.xlsx with the proposal, using the proposal deadline and submission instructions stated in this RFP.

Identify recurring charges, billing periods, quantities, one-time charges, taxes, discounts, optional charges and all equipment, installation and other costs required to provide the proposed service. Distinguish included charges from separately priced charges and eligible from ineligible components, with supporting allocation information.

4.4 Submission

All proposals must be submitted to:

rfp@fundingtechnology.com

with the subject line:

27BacontonInternet proposal

Proposals submitted through other means will not be considered unless otherwise authorized by written addendum.

Proposals received after the stated proposal deadline will not be evaluated.

5. EVALUATION & AWARD

5.1 Initial Responsiveness and Qualification Review

The School and/or its designated agent will compile and review all responses received by the proposal deadline.

Proposals will initially be reviewed for:

- Timely submission;
- Completeness;
- Compliance with required submission procedures;
- Material conformity with the RFP;
- Required certifications and documentation; and
- Vendor qualification under Section 6.

Proposals meeting the disclosed minimum requirements for an offered award lot may proceed to scored evaluation. Partial-request offers are permitted only for the separately awardable lots disclosed in Section 5.2; all-or-none lots require their complete stated scope.

5.2 Evaluation Criteria

Qualified proposals meeting the stated requirements will be evaluated according to the following scoring matrix:

Factor	Points
E-Rate Eligible Cost	40
Technical Requirements	30
Administrative Requirements	20
Vendor Qualifications	5
Proposal Quality	5
Total	100

E-Rate Eligible Cost — 40 Points

The eligible pre-discount cost over the stated evaluation period is the highest-weighted factor. Recurring and one-time charges and eligibility allocations will be identified separately. Additional costs, implementation risks and School assessments are evaluated only under the criteria established for this procurement.

Technical Requirements — 30 Points

The Technical Requirements will consider bandwidth and handoff coverage, internet performance, upstream and path resilience, support and restoration, routing compatibility and growth, and the School technical assessment, as defined in the referenced rubric.

Administrative Requirements — 20 Points

The Administrative Requirements score will consider the vendor's ability to meet the School's operational and contractual requirements, including:

- Ability to meet the Required Service Start Date;
- Amount and complexity of required construction;
- Quality and credibility of the implementation schedule;
- Material permitting, make-ready, third-party or right-of-way dependencies;
- Proposed performance assurances;
- Contract terms;
- Upgrade flexibility; and
- Other material implementation or service-delivery risk.

A construction-dependent proposal will not be penalized merely because construction is required. The School will evaluate the reasonably demonstrated risk that the proposed solution may not be operational by the Required Service Start Date and the protections offered to the School if implementation is delayed.

Vendor Qualifications — 5 Points

The Vendor Qualifications will consider relevant experience, references, demonstrated performance, financial and operational capability and prior experience with Baconton Community School, if applicable.

Proposal Quality — 5 Points

The Proposal Quality will consider completeness, clarity, adherence to response instructions and compliance with the communications and procurement requirements established in this RFP.

5.3 Requests for Clarification or Additional Information

The School reserves the right to request additional supporting information or clarification necessary to facilitate evaluation and scoring.

Such requests will normally be submitted electronically to the vendor's proposal contact.

Responses must be provided in writing within the timeframe identified by the School, typically within 48 hours.

Clarification may not be used to materially alter a proposal or provide a vendor an unfair opportunity to improve its competitive position after the submission deadline.

5.4 Presentation or Interviews

The School reserves the right to invite one or more vendors to present or clarify the proposed solution to the vendor-selection team.

Participation in such a presentation does not guarantee selection or award.

5.5 Award and Reservation of Rights

The School intends to select the proposal determined to be the most cost-effective and advantageous solution consistent with the evaluation methodology, applicable procurement requirements and E-Rate rules.

The School reserves the right to make an award without further discussion. Vendors should therefore submit their best viable offer in the initial response.

6. VENDOR QUALIFICATIONS

6.1 E-Rate and FCC Eligibility

Service providers must possess a current, valid and unencumbered USAC Service Provider Identification Number (SPIN/498 ID) and an FCC Registration Number.

Vendors must be eligible to participate as service providers in the E-Rate program and must be able to provide applicable USAC service-provider documentation, including the most recently required FCC Form 473/SPAC certification, upon request.

6.2 Financial and Operational Capability

Service providers must be financially stable and operationally capable of performing the proposed services for the duration of the agreement.

The School reserves the right to request reasonable documentation of financial capability, which may include:

- Bank references;
- Credit references;
- Accredited credit reports;
- Certificates of insurance; or
- Other documentation relevant to the vendor's ability to perform the proposed agreement.

Where substantial construction or infrastructure acquisition is required, the vendor must also demonstrate the financial and operational capacity required by Section 3.6.

6.3 Licensing, Registration and Legal Compliance

Service providers must be legally authorized to conduct business in the State of Georgia and must maintain all registrations, licenses and authorizations legally required to provide the proposed service.

Vendors must comply with applicable federal and Georgia requirements, including applicable Federal E-Verify requirements.

6.4 Required Certifications

The proposal must include all required certification documents identified in the appendices, including the signed Statement of Eligibility and Compliance and applicable Contractor Affidavit / E-Verify documentation.

6.5 Qualification Determination

The School may determine that a vendor is not qualified when material evidence demonstrates that the vendor lacks the legal authority, E-Rate eligibility, financial capability, technical capability or implementation capacity required to perform the proposed agreement.

Failure to satisfy a mandatory qualification expressly identified in this RFP may result in disqualification prior to scored evaluation.

7. GENERAL TERMS & CONDITIONS

7.1 Public Records and Proprietary Information

Proposals and submission artifacts received by Baconton Community School become records of the School and will be handled in accordance with applicable Georgia Open Records requirements.

Any information a vendor considers proprietary or confidential must be specifically identified as such. A proposal may not be designated proprietary or confidential in its entirety solely by blanket designation.

Proposal information will not be publicly released by the School prior to vendor selection except as otherwise required by law.

7.2 Conflicts of Interest

Any relationship between a responding vendor and the Baconton Community School, its members or School staff that may constitute or reasonably appear to constitute a conflict of interest must be disclosed with the proposal.

7.3 Compliance with Law

Qualified vendors must comply with all applicable local, state and federal laws and regulations governing procurement and provision of the proposed services.

7.4 Pricing and Payment

All pricing submitted with a proposal will be considered accurate and will constitute part of the vendor's legally binding offer.

The School reserves the right to request a best and final offer from qualified vendors when permitted by the procurement process.

Payment will occur according to the mutually agreed payment terms of the resulting service agreement and applicable E-Rate invoicing requirements.

7.5 Proposal Costs

All costs associated with developing and submitting a proposal are the sole responsibility of the vendor.

Under no circumstances will the School reimburse a prospective vendor for proposal preparation, presentations, site visits or other costs associated with participation in the procurement.

7.6 Proposal Withdrawal

A submitted proposal may be withdrawn prior to the proposal deadline.

A withdrawal request must be made in writing by an authorized representative of the vendor and submitted to the designated RFP email address with the RFP identifier in the subject line.

7.7 Right to Reject – Best and Final Offer

The School reserves the right to reject any or all proposals when doing so is in the best interest of the School, including when a proposal is materially non-responsive or a service provider is determined not to be capable of meeting the requirements of the RFP.

The School also reserves the right, consistent with applicable law and E-Rate requirements, to:

- Request clarification;
- Request a best and final offer;
- Waive immaterial irregularities;
- Make an award without further discussion; or

Withdraw or cancel the RFP without liability to prospective respondents.

7.8 Georgia Multi-Year Contract Requirements

Any resulting multi-year agreement shall be subject to O.C.G.A. §20-2-506.

Notwithstanding the anticipated July 1 through June 30 service periods identified in this RFP, the resulting agreement shall terminate absolutely and without further obligation on the part of the School at the close of the calendar year in which the agreement is executed and at the close of each succeeding calendar year for which it is renewed.

The agreement shall automatically renew for the succeeding calendar year unless the School provides the service provider written notice of non-renewal at least thirty (30) days prior to the end of the then-current calendar year.

Such calendar-year renewal is intended solely to satisfy applicable Georgia statutory requirements and does not alter the pricing, service periods, E-Rate funding-year treatment, or anticipated July 1 through June 30 operational service cycle established by the agreement.

The resulting agreement shall identify the total financial obligation of the School attributable to the calendar year in which the agreement is executed and to each subsequent calendar year for which the agreement may be renewed, as required by applicable Georgia law.

The agreement shall terminate immediately and absolutely, without further obligation on the part of the School, if appropriated and otherwise unobligated public funds are no longer legally available to satisfy the School's obligations under the agreement.

Nothing in this section shall be construed to create an obligation or indebtedness of the School beyond the calendar year for which the agreement is then in effect.

7.9 Contract Documents and Order or Precedence

Submission of a proposal constitutes the vendor's acknowledgement of and agreement to the requirements, conditions and terms of this RFP, except for any exception specifically identified in the vendor's proposal and subsequently accepted by the School in writing.

The resulting agreement between the School and the selected vendor shall include, whether physically attached or incorporated by reference:

- The School's RFP;
- Any issued addenda and material published Q&A;
- The vendor's accepted proposal;
- The accepted pricing forms;
- Any School-issued notice of award, purchase order or similar award document; and
- Any subsequently executed service agreement, service order, master services agreement or other vendor-provided contract document.

A vendor-provided service agreement, service order, master services agreement, online terms or other contractual instrument shall not supersede or materially modify the requirements or protections established through this procurement merely by being included in the vendor's standard contract documentation.

In the event of a conflict among the contract documents, the following order of precedence shall apply unless the School expressly agrees otherwise in a written instrument executed by an authorized representative:

- Applicable federal and Georgia law;
- RFP addenda and written modifications expressly accepted by the School;
- This RFP and its attachments;
- The vendor's accepted proposal and pricing;
- School-issued award or purchase-order documents; and
- Vendor-provided service agreements, service orders, master agreements or standard terms.

Any provision of a vendor-provided agreement that materially conflicts with this RFP shall be effective only if the conflicting provision was specifically identified as an exception in the vendor's proposal and expressly accepted by the School in writing.

The vendor may not incorporate additional contractual obligations solely through an external website, hyperlink or subsequently supplied standard terms unless those terms were disclosed with the proposal or are subsequently expressly accepted by the School in writing.

7.10 Required Service Date and Delay Responsibility

The selected provider's commitment to provide complete, tested and operational service by July 1, 2027 will be a material term of the resulting agreement.

The selected provider will be responsible for managing the engineering, construction, permitting, make-ready, subcontractor, carrier and other implementation activities necessary to satisfy its committed schedule except to the extent the agreement expressly allocates responsibility otherwise.

The provider must notify the School promptly upon identifying any circumstance reasonably likely to delay the Required Service Start Date and must provide:

- The reason for the anticipated delay;
- The affected implementation milestones;
- The expected duration;
- Corrective actions being taken; and
- A revised implementation schedule.

Provider-Caused Delay

If service commencement is delayed beyond the Required Service Start Date for reasons attributable to the selected provider, the provider will be responsible for the reasonable, documented incremental costs incurred by the School to maintain equivalent interim connectivity until the contracted service is operational and accepted by the School.

Such costs may include reasonable additional recurring charges, temporary service costs, installation charges or other direct costs that the School would not have incurred had the provider met the Required Service Start Date.

The purpose of this provision is to place the School, to the extent reasonably practicable, in the economic position it would have occupied had the selected provider commenced service as promised and not to impose a punitive assessment.

Excusable Delay

The resulting agreement may provide reasonable relief for delay directly caused by circumstances beyond the provider's reasonable control, provided that:

- The event could not reasonably have been anticipated or avoided;
- The provider did not cause or materially contribute to the delay;
- The provider provides prompt written notice;
- The provider takes commercially reasonable steps to mitigate the delay; and
- The provider provides documentation reasonably requested by the School.

Normal construction risk, foreseeable permitting requirements, ordinary subcontractor availability and other matters reasonably identifiable during proposal preparation should not automatically constitute excusable delay.

Performance Assurance

Where the selected proposal depends materially upon new construction or infrastructure that is not available at the time of award, the School may require the performance assurance identified in the selected proposal and/or otherwise expressly established through the procurement documents.

Any required security may take the form of a performance bond, irrevocable letter of credit, corporate or parent guarantee, or another mutually accepted instrument consistent with the RFP and applicable procurement requirements.

Extended Delay / Failure to Perform

A material or extended failure to provide service may constitute a breach of the resulting agreement.

In addition to any other contractual remedy, the School may terminate for cause and pursue replacement service when permitted under applicable contract, procurement and E-Rate requirements.

Nothing in this section obligates the School to continue an interim arrangement indefinitely or limits remedies otherwise available to the School under the resulting agreement or applicable law.

Appendix A Statement of Eligibility and Compliance

I certify that I have read and understand the terms and conditions herein. 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 response, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I 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. 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 RFP and certify that I am authorized to sign this bid for the Service Provider.

SUBMITTED BY_____ DATE _____

TITLE_____EMAIL: _____

COMPANY NAME_____

ADDRESS_____CITY_____ST_____ZIP_____

TELEPHONE NUMBER_____FAX NUMBER_____

COMPANY WEBSITE _____

SIGNATURE _____

Appendix B Contractor Affidavit

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 Baconton Community School 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)

_____

(Organization Name)

I hereby declare under penalty of perjury that the forgoing is true and correct. Executed on

_____, _____ in _____(city), and _____(state).

_____

Signature of Authorized Officer or Agent

_____

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

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

_____ NOTARY PUBLIC

My Commission Expires:_____

Appendix C Certificate of Eligibility

(Certificate Regarding Debarment, Suspension, Ineligibility)

The Baconton Community School 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 bid, 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)

Appendix D Sample Service Agreement

A sample service agreement must be provided by the prospective Service Provider.

Appendix E References

References should be for client school Schools or else clients with similar requirements and service levels.

School or Company Name _____

Description of Service(s) _____

Service Start Date _____

Contact Person _____

Contact Phone _____

Contact Email _____

School or Company Name _____

Description of Service(s) _____

Service Start Date _____

Contact Person _____

Contact Phone _____

Contact Email _____

School or Company Name _____

Description of Service(s) _____

Service Start Date _____

Contact Person _____

Contact Phone _____

Contact Email _____

Attachment A Pricing Forms

Submit the completed RfpBacontonIA27A.xlsx with the proposal, using the proposal deadline and submission instructions stated in this RFP.

Use RfpBacontonIA27A.xlsx for pricing. RfpBacontonIA27A.xlsx provides the facility inventory. Clearly identify any separately priced options; an option does not change the requested scope.

Itemize the following cost components as applicable, identifying included, excluded and separately procured items: internet recurring, access transport, installation, terminating equipment, optional features.

Map each line to its site, asset, service alternative or construction segment; include quantity/unit, billing period, term, eligibility allocation and responsibility. Do not combine mutually exclusive alternatives or count a bundled component again as a separate cost.