

**Rockdale County Public Schools (RCPS)
e-Rate Leased Lit Fiber Solution (Managed WAN) Solicitation No. 2026-0003**



**Rockdale County Public Schools
960 Pine Street
Conyers, Georgia 30012**

Request for Proposal (RFP)

For

E-Rate Leased Lit Fiber Solution (Managed WAN)

January 12, 2026

RFP Number: 2026-0003

Due Date: February 13, 2026

Time Due: 11:00 a.m., ET

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Proposal Conditions

Section I - Preparation and Submission of Proposal

1. Introduction

- a. To be entitled for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Sealed proposals, one original and three copies (1 original and 3 copies) shall be mailed to the office of the Rockdale County Public Schools, Attention: Chief Technology Officer 960 Pine Street, Conyers, Georgia 30012.
- c. Proposals received after 11:00 am EST on Friday, February 13, 2026, will not be considered.

Release of Request for Proposals	January 12, 2026
Deadline for Written Questions Email Questions to: mrotjan@rockdale.k12.ga.us	January 26, 2026
Questions and Answer posted on https://tinyurl.com/rcps20261	January 27, 2026
Request for Proposal Due Date ATTN: Michael Rotjan Rockdale County Public Schools 960 Pine Street Conyers, GA 30012	February 13, 2026, 11am
Evaluation of Proposals	February 23, 2026
Projected Contract Award (contract pending Board and USAC approvals)	March 2, 2026
Implementation of Services	July 1, 2026

- d. The Rockdale County Public Schools Board of Education reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of Rockdale County Public School BOE on such matters shall be final.

2. Request for Proposal Process

This solicitation is a Request for Proposal (RFP). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirements. The offeror provided proposal(s) will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Often, however, it will be necessary to hold discussions with offeror(s) about their proposal. This will be done after the initial evaluation. The results of the evaluation will be reviewed, and a “competitive range” will be selected for discussions. Essentially, if an offeror’s proposal

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is not evaluated as having a chance for contract award because of the content of the proposal and/or the price; the proposal will be dropped from the competitive range to save time and money for both the offeror and Rockdale County Public Schools.

Offerors in the “competitive range” may be notified of the weaknesses in their proposals and given an opportunity, in discussions, to ensure they understand the weaknesses. At the end of discussions with all offerors, best and final offers (BAFO) will be accepted from the offerors in the competitive range.

The BAFO’s will be evaluated and the results will be reported to a selection official who will select the proposal that presents the best value to Rockdale County Public Schools. This selection will then be presented to the Rockdale County Public Schools Board of Education

3. Government Entity

The government entity, the owner for whom work will be executed is:

Rockdale County Public Schools, Georgia (hereinafter “RCPS”).

4. Preparation of Proposals

- a. All proposals shall be printed in ink or typewritten. Errors may be crossed out, and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in ink.
- b. Specifications used are intended to be open and non-restrictive. Potential offeror(s) are invited to inform the RCPS Chief Technology Officer whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled receipt of proposals will not be acted upon unless the RCPS Chief Technology Officer rules it is in the best interest of RCPS to consider.
- c. Brand names and numbers when provided in solicitation are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless “no substitutes” is stated). Proposals on equal items will be considered, provided the proposal clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- d. By submitting a proposal, the offeror warrants that any goods supplied to RCPS meets or exceeds specifications set forth in this solicitation, except as may be otherwise noted in offeror’s exceptions.

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- e. If proposing on other than the make, model, brand or number as requested in the solicitation and offered as an equal, complete technical information, specifications, manufacturer's name and catalog reference shall be clearly stated in the proposal. Any deviation between the brand offered and brand specified shall also be clearly indicated. A complete list of deviations and a descriptive catalog cut shall be attached to the proposal.
- f. If any supplies, materials, and equipment are provided to RCPS under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to RCPS will be deemed to have breached the contract, and appropriate action will be taken by the RCPS Finance Department.
- g. To be considered for award, goods of foreign manufacture shall meet all specifications contained in the solicitation, shall be in stock in the Continental United States, and shall be available for immediate shipment at the time an offeror submits a proposal.
- h. The Department of Technology will be the sole judge in determining as to the quality and the appropriateness of the services proposed as well as the responsiveness and responsibility of the offeror.
- i. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the offeror cannot meet the required delivery date, a proposal should not be submitted. Offeror(s) may provide alternative schedules and/or delivery dates in their proposals. Time shall be stated in "calendar" days. Failure to deliver in accordance with the contract awarded could result in the offeror being declared in default.
- j. An authorized officer of the company shall sign proposals.

5. Failure to Respond to the Solicitation

If a proposal is not submitted, return RFP and mark as "no bid".

6. Taxes

RCPS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals.

7. Charges and Extras

Proposals shall define all pricing, and all pricing must remain firm for each year that the contract is in effect. When stating equipment pricing, at minimum, the stated price shall be F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost. Any additional work, such as installation, shall be clearly stated in the proposal.

8. Addenda

Offerors are notified that they must thoroughly examine proposal documents, in their entirety, including, cover sheet, table of contents, proposal conditions and specifications, Request for Sealed Proposal and Offeror's Checklist, together with Addenda thereto issued prior to the receipt of proposal.

Any addenda issued in writing during the time of solicitation shall be included in the proposal, and each will be incorporated into the subsequent contract.

If any offeror or firm contemplates submitting a proposal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Technology Department for interpretation. This must be submitted in writing not later than January 27, 2026.

Interpretations of proposal documents will be made by Addenda only. Copies of all addenda will be posted on the Purchasing Department Web Site, <https://www.rockdaleschools.org/departments/financial-services/purchasing/bid-opportunities> and uploaded to the E-Rate Productivity Center (EPC), for all who have obtained a set of submittals. Rockdale County Public Schools will not be responsible for any other interpretations or explanations.

No oral interpretations will be made to offerors as to the meaning of proposal documents. Requests for such interpretations shall be made in writing to the Chief Technology Officer. Failure on the part of the firm to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by RCPS. All interpretations made to the offeror(s) shall be made in the form of addenda to the proposal documents and posted to the website. Offeror(s) are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc., of the site will influence the proposal for contract performance.

9. Withdrawal of Proposals

A proposal cannot be withdrawn after it is delivered to RCPS, unless offeror(s) make a request in writing to the Chief Technology Officer prior to the time set for receiving the

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proposal, or unless the Chief Technology Officer fails to accept or reject the proposal within one hundred twenty days (120) after the date fixed for receiving said proposals.

10. Compliance with Laws

All property or services furnished in a contract resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes and regulations.

11. Protest

Protests shall be limited to challenging the project specification or procedures related to the implementation procedures of the solicitation and shall be filed not later than three (3) working days following the proposal due date. Protests challenging the award of the RFP shall be filed not later than three (3) working days after the district announces the award of the RFP. All filed Protests shall specify exactly what is being protested, and the protest shall explain what policy, procedure, or law was violated. Protests are considered filed when received by the Chief Technology Officer. Protests which are not filed in a timely manner, set forth above, will not be considered. The Contractor agrees to pay the School District's reasonable attorney's fee and expenses of litigation for any protest arising out of this solicitation in which the School District is a prevailing party. Only Contractors who participated in the solicitation are eligible to file a protest.

12. Purchasing Policy

The RCPS Purchasing Policy, Purchasing Procedures, and Purchasing Regulations are incorporated to this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation, an offeror, potential offeror, or firm agrees to be bound by the RCPS Purchasing Policy, Purchasing Procedures, and Purchasing Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

13. Risk and Liability

a. Indemnification-Patent and Copyright

The Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

14. Suspension & Debarment

RCPS may suspend or debar offerors from bidding on or performing as a subcontractor on all District contracts for a minimum period of one (1) year up to a maximum of three (3) years. However, if an offeror under suspension fails to correct or cure the deficiency in which they have been suspended during the suspension period, the District may convert the suspension into a debarment. Prior to formally suspending or debarring any offeror, the Director of Technology shall review and investigate all reasons and evidence supporting such a decision and shall inform the suspended or debarred offeror in writing of such decision. The suspended or debarred offeror may, at the conclusion of the suspension or debarment period, submit a formal request to be removed from such status. Upon receipt of this request, the Director of Technology will be required to investigate current and past performance by the debarred or suspended offeror to determine responsibility.

Section II - Contract Award

1. Contract Letter

The contract award letter or establishing purchase order prepared and mailed by RCPS, or otherwise furnished, to the selected offeror within the time for acceptance specified, results in a binding contract without further action by either party. The contract award letter and any of its terms and conditions are a part of this contract. The contract shall consist of this Request for Proposal and any addenda thereto, the offeror's proposal (as amended by a best and final offer if called for) and the contract notification letter and/or establishing purchase order. If an agreement is established, one negotiated by both parties and accepted and approved by the Superintendent and the Board of Education; this will also become an official part of the contract. Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the RCPS Chief Technology Officer all terms and conditions of the RCPS contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented.

2. Contract Award

A contract will be awarded to the responsive and responsible offeror whose proposal is determined to be the most advantageous and is of best value to Rockdale County Public Schools. Proposals will be evaluated on a combination of factors

It is within RCPS' sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within RCPS' sole discretion to determine Contractor responsibility or responsiveness after a contract is entered into. Finally, it is within RCPS' sole discretion to terminate this agreement, to not renew a Contractor or to not make an award to a Contractor who is determined to be not responsible or not responsive. None of the foregoing limits any other discretion that RCPS has in relation to its solicitation process

3. Conflicts in Terms and Conditions

In a conflict between terms and conditions in any document that will be part of the contract, RCPS' terms and conditions shall govern.

4. Hold Harmless Agreement

The Contractor shall Hold Harmless Rockdale County Public Schools, its' directors, employees and assigns, from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract. The Contractor's

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obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

5. Insurance

When the selected offeror has been identified, he will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within fifteen (15) days of the date of written notification to the offeror.

- A. The following general requirements apply to any and all work under this contract by all Contractors and Sub-Contractors of any tier.
1. Any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of Rockdale County Public Schools. Any and all insurance must be on an occurrence.
 2. No Contractor or Subcontractor shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements have been received demonstrating such compliance in each and every contract with each and every subcontractor of any tier.
 3. Rockdale County Public Schools shall be covered as an Additional Insured under any and all insurance required by the contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies.
 4. Rockdale County Public Schools shall be given no less than thirty (30) days' notice of cancellation. Rockdale County Public Schools shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under this contract.
 5. Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
 6. All companies providing insurance required by a contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all

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contracts, regardless of risk, companies providing insurance under this contract must have a current:

- a. Best's Rating not less than A, and
 - b. Best's Financial Size Category not less than Class VII
 7. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, RCPS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or shall have the right to cancel the contract.
- B. Worker's Compensation and Employer's Liability Insurance**
The offeror shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.
- | | |
|---------------------------|-------------------------|
| Worker's Compensation | Statutory |
| Employer's Liability | |
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$100,000 each employee |
| Bodily Injury by Disease | \$500,000 policy limit |
- C. Comprehensive General Liability Insurance**
The offeror shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance.
1. Comprehensive Form
 2. Contractual Insurance
 3. Personal Injury
 4. Broad Form Property Damage
 5. Premises – Operations
 6. Completed Operations
- This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under the contract. Policy coverage must be on an occurrence basis.
- D. Automobile Liability Insurance**

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The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

1. Comprehensive Form
2. Owned, Hired, Leased and non-owned vehicles to be covered. If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

Section III - Post Award

1. Assignment

By the submission of this proposal, the offeror agrees not to assign the contract or purchase order to others unless specifically authorized in advance in writing by the RCPS Director of Technology.

2. Cost of Inspection or Testing

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the offeror.

3. Payment

The offeror shall invoice RCPS on a monthly basis or if payment is to be made by line item, when a single line item has been satisfactorily delivered complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show the contract number, work performed and period of work performance.

4. Termination for Default:

- a. In the event any property or service to be furnished by the offeror under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the offeror with his proposal, RCPS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, an offeror will be given the opportunity to respond to a "cure notice" and/or a "show cause notice". In either case the offeror will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within (5) five days of receipt of either notice. Failure to do so will be cause for termination.

In such event, with specific instructions by the Director of Technology, the offeror shall immediately remove the property without expense to RCPS and replace all rejected property with such property or services conforming to the specifications or samples.

- b. If the contract is terminated for default, RCPS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the offeror, or that may thereafter become due to the offeror, the difference between the contract price and the actual cost of the property or service to be replaced or substituted.

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- c. Failure by an offeror to perform on delivery of goods or services as specified may also result in the removal of the offeror from doing business with RCPS for a period of up to one year.

5. Termination for Convenience

RCPS reserves the right to terminate for convenience this contract in whole or in part, at any time for any reason with no penalty, any contract awarded through this solicitation by providing the Contractor with thirty (30) days written notice.

6. Permits, Taxes, Licenses, Ordinances, and Agreements

The offeror shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. The offeror shall maintain the licenses required in a current status after award and throughout the course of the contract.

The offeror shall agree that in the performance of the contract, they shall comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

7. Non-Appropriation

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the offeror by Rockdale County Public Schools solely from appropriations received by Rockdale County Public Schools. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of RCPS, no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of RCPS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Chief Financial Officer for RCPS shall certify to the Contractor the occurrence thereof, and such certification shall be inclusive.

8. Progress Reports

When requested by the Department of Technology, the offeror shall furnish such reports as required.

Section IV - Other

1. Non-Discrimination

The offeror, by the submission of a proposal or the acceptance of an order or contract, does agree to provide the goods and services covered under the proposal or contract not to discriminate in any way against any person or refuse employment of any person or persons on account of color, religion, national origin, or sex.

2. RCPS Non-Discrimination

Rockdale County Public Schools does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital status or sexual orientation in any of its employment practices, education programs, services or activities.

3. Drug-Free Workplace

By submission of a proposal, the offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the offeror's employees during the performance of the contract. The offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug-free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such offeror.

4. Certification of Non-Collusion

By submitting a proposal, the offeror certifies: "that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards."

5. Authorized Official

It is agreed that all conditions of the proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the offeror

6. Solicitation Termination

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all proposals are rejected, there shall be no liability on the part of RCPS for any costs incurred by offerors or potential offerors in relation to the solicitation.

7. Rights and Remedies

The rights and remedies of RCPS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. Proprietary Information

Proposals are subject to the Georgia Open Records Act and may be provided to anyone properly requesting the RFP after contract award. RCPS cannot protect proprietary data submitted in a proposal.

9. Georgia Law

The laws of the State of Georgia shall govern the contract between Rockdale County Public Schools and the offeror. In the event of litigation, the exclusive venue and place of jurisdiction shall be Rockdale County, Georgia. Each offeror is responsible for having knowledge and understanding of any Georgia laws, Department of Education regulations or policies, and Rockdale County Public Schools regulations or policies pertaining to RCPS requirements.

10. Delivery

Failure of the offeror to adhere to delivery schedules as specified or to promptly replace rejected Wide Area Network services shall render offeror liable for all costs in excess of the contract price when alternate procurement is necessary either by replacing the Wide Area Network Services provider with the next higher level available from offeror or from another Wide Area Network Services provider. Excess costs shall include administrative costs.

Additional Conditions

1. Contract Type

The contract type contemplated for this requirement is a Requirements Contract.

2. Contract Timeframe

Contract period shall be for five years subject to Paragraph 3, Options below.

3. Options

In addition to the base period of five years, there are four (4) renewal options of one-year length to be exercised at the sole discretion of RCPS at the same terms and conditions of the base year.

4. Categories of Award

RCPS reserves the right to award to a single offeror, multiple offerors, or to no offerors if it is deemed to be in the best interest of RCPS.

5. Other Procedures

a. Requirements Contract

This is a Requirements Contract for Wide Area Network Services.

There are no guarantees as to the amount RCPS will purchase over the time period stated, and therefore, no liability for non-purchase. More or less of the estimated quantity may be purchased.

Delivery or performance shall be made only as authorized by Purchase Orders issued by the RCPS Department of Technology. The offeror shall furnish to RCPS all services specified in the schedule of the order issued by RCPS.

b. Professional Liability Insurance

Contractor will maintain at its expense: Professional Liability Insurance, with a minimum AM Best Rating of A, VII, in the amount of \$5,000,000.00 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. Proof of insurance shall be provided within fifteen (15) days of the date of written notification to the offeror.

RCPS shall be covered as an Additional Insured under any and all insurance required by the contract documents. Confirmation of this requirement shall appear on all certificates of insurance and on any and all applicable policies.

6. Receipt of Addendum Clause

Addenda issued to solicitations will be available on the RCPS web site, at <https://www.rockdaleschools.org/departments/financial-services/purchasing/bid-opportunities>. Addenda will also be uploaded to the E-Rate Productivity Center. The RCPS Department of Technology shall not bear responsibility for receipt of addenda by mail. It is the responsibility of the offeror to obtain copies of the addenda. If offerors do not acknowledge receipt of all addenda, the bid may be determined nonresponsive.

7. Debarment Status

By submitting a bid, all offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency in the State of Georgia or the federal government. (Please complete the Debarment Certification form.)

Any offeror on a contract exceeding \$25,000 will be checked for debarment and suspension action in compliance with 7CFR 3017. The website www.epls.gov/ will be the official record of debarment and suspension activities.

8. Contract Award

The offeror with the best value will be notified by award letter. The award letter does not serve as notice to proceed or authorize delivery of the services/commodities. The purpose of the award letter is to advise the offeror that the contract has been awarded to their company. The award letter is not a guarantee that services/commodities will be ordered. A purchase order will be issued to authorize the purchase of the services/commodities. Delivery/release of services/commodities is not authorized until the issuance of a purchase order.

9. Submittals

Offerors are responsible for submitting bids/offers/submittals to reach the RCPS Department of Technology office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

RCPS shall not be responsible for the premature opening of a bid/proposal not properly addressed and identified, and/or delivered to the incorrect destination.

10. Georgia Security and Immigration Compliance Act

All offerors providing services/commodities and/or making deliveries to any RCPS facility shall be in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 which are conditions for contract award.

Failure to complete, sign, notarize and return the Immigration and Security Form (Appendix B) with your bid/proposal shall result in your bid being declared nonresponsive.

11. Mandatory Forms

The following forms must be completed and submitted with your proposal:

- Request for Sealed Proposal
- Commitment to Perform as Proposed
- Offeror's Checklist
- Immigration & Security Form
- Contractor Affidavit & Agreement
- Subcontractor Affidavit & Agreement
- Debarment Certification
- Anti-Collusion Certification
- Required Forms Checklist
- W9 Form

Failure to submit these forms may result in your proposal being deemed ineligible for award.

12. Owner Representative

The owner's representative, Michael Rotjan, Chief Technology Officer, will perform supervision of the contract.

Request for Proposal

Rockdale County Public Schools invites proposals for: Leased Lit Fiber Solution (Managed WAN)

1. Purpose

Rockdale County Public Schools (RCPS) is soliciting offers from qualified firms interested in providing a multi-site Wide Area Network (WAN) serving approximately 23 locations. The intent of this RFP is to obtain best-in-class solutions, support and pricing options to architect a leased lit fiber solution. The successful offeror is expected to provide the WAN network infrastructure, implementation plan, network connectivity, network hardware, and network monitoring required for a fully managed service.

2. Background

RCPS currently serves about 15,000 students and roughly 1,500 teachers, administrators and supporting staff members.

RCPS and the Department of Technology are committed to providing staff and students with the resources needed to be productive and effective in their daily processes. RCPS school sites are currently equipped with campus-wide local area network (LAN) and wireless (WLAN) network infrastructure. RCPS network infrastructure currently consists of a 10GB link to each location from the main Data Center located at Central Office, 960 Pine Street, Conyers, Georgia 30012 and is supported by a 10GB backbone inside the data center.

RCPS presently utilizes a WAN solution hosted by Clearwave Fiber. The network infrastructure is a hub and spoke design with Central Office serving as the data center and network hub. The spokes Clearwave Switched Ethernet on Demand consisting of 10GB fiber deployed to all sites scalable in 1GB increments from 10GB to 30GB.

The wired network equipment consists of primarily Aruba switching equipment with a 10GB WAN connection to the RCPS Data Center. Connection speeds to the MDFs are 10GB and to the desktops are 1GB. The wireless network consists of Aruba wireless access points (AP). APs are primarily 802.11ac (2.4GHz and 5GHz) throughout all buildings. The Aruba hardware mainly consists of Aruba chassis switches in the data center and in the school MDFs and IDF.

3. Scope

RCPS is seeking proposals for a leased lit fiber solution that falls into the federally subsidized E-Rate program's definition of a Wide Area Network services to allow RCPS to provide a communications infrastructure to locations throughout the district. Also, details and specifications for managed router solutions should be included. The goal of

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this RFP is to source the best solution for high bandwidth circuits, in federally subsidized E-Rate packages.

RCPS plans to use the proposed service to transport real-time applications including Voice and Video along with traditional data including Email and Web traffic, as well as IT administration and support applications. Support for multicast routing for applications like video communications as well as software deployment is essential. RCPS is currently supporting VoIP communications and live classroom video streaming and plans to implement multicast video and software deployment with the proposed solution.

Offerors are strongly encouraged to propose a best-in-class managed leased lit fiber solution to accommodate Rockdale County Public Schools' highly demanding 24x7 environments.

4. Minimum Requirements

The Offeror shall:

- ⌘ Be a telecommunication provider operating under the regulations of the Federal Communications Commission, the Telecommunication Act of 1996.
- ⌘ Have the sole responsibility for service procurement, implementation, support, and will be responsible for performance of any 3rd parties utilized to deliver service.
- ⌘ Direct billing will be made to the customer and offeror will support BEAR reimbursement from USAC through FCC Form 472 (BEAR).
- ⌘ Agree that all work is subject to E-Rate approval and that Rockdale County Public Schools will not be responsible for any work completed prior to E-Rate approval.
- ⌘ Offeror must agree to participate in the E-Rate Program for the corresponding funding year and do the following:
 - Have a valid SPIN and include this SPIN on your response,
 - Have a current Service Provider Annual Certification (SPAC) filed with the USAC by July 1 of the corresponding funding year,
 - Provide Lowest Corresponding Price
 - Comply with E-Rate gift rules.

**** Failure to meet the minimum requirements shall render your bid non-responsive (ineligible for award). ****

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A. Offeror's Responsibility:

It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth herein. No offer will be considered that does not provide a serious and reasonable proposal to the solicitation. Each proposal will be evaluated in its entirety.

B. Oral Interview:

Rockdale County Public Schools may require qualified offerors to participate in a detailed oral interview to fully discuss their proposal and qualifications for this project and to answer questions posed by RCPS. A final selection may be based upon the evaluation of both the written and oral responses of each offeror.

C. Submission of Proposal:

Proposals shall be submitted in three (3) sections: (1) technical capability, (2) business stability, and (3) price. Four (4) proposals (one (1) original, three (3) copies) shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of service the Offeror may choose to propose; however, the concept shall be placed within the framework of the three (3) sections.

D. Basis of Award:

Proposals will be evaluated on a combination of factors with the price of the eligible goods/services being the most heavily weighted factor. The evaluation factors are (1) Price, (2) Technical Merit, (3) Support and Service Level Agreement, (4) Business Stability, and (5) Local or In-State Preference.

- **Evaluation Criteria**

- Price – 45 points
- Technical Merit – 25 points
- Support and Service Level Agreement (SLA) including response time - 10 points
- Business Stability – 15 points
- Local or In-State Preference - 5 points

E. Preparing the Proposal:

Begin each section on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped "proprietary". It is not acceptable to label the entire proposal as confidential and proprietary.

F. Executive Summary:

An executive summary of not more than two (2) pages stating the offeror's overview of the project shall precede the specific required sections.

G. Additional Terms/Contract/Objections to RCPS Terms and Conditions

RCPS shall not be bound by any terms, conditions or contracts included in any offeror's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the RCPS purchase order related to this solicitation or contract.

If the offeror objects to any term or condition that shall relate to a contract resulting from this solicitation or the offeror is proposing an additional contract, the objection and/or contract shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the proposal immediately after the executive summary.

If the objection is accepted by RCPS, it will be communicated in writing to the offeror. If not accepted in writing, the terms and conditions shall remain as written in the solicitation.

The Contractor must adhere to the Service Level Agreement as provided in Section 19 of the Capabilities portion of *Section 1 – Technical Capabilities*. Failure to do so shall result in a collaborative incident review and possibly prorated fees.

Section 1 - Technical Capabilities

A. Methodologies:

In this section, the Provider shall describe in detail the methodology and procedures that are to be used to accomplish the RCPS requirements for this RFP. Provide information regarding the footprint of your service offering, including detailed maps for the region or county. Provide an overview of the proposed network architecture and a detailed description of the services offered by location. This description should also include:

- Clarification on how the Offeror shall proactively monitor and manage the network and deliver services in a timely fashion with minimal unplanned outages.
- Explain why you believe your organization is the best fit for RCPS.
- The overall reliability, serviceability, and longevity of the network is paramount. The offeror should describe how they plan to provide a highly available network that is scalable to meet the increasing needs of Rockdale County Public Schools.

B. Capabilities:

1. Provide a sample project plan with a timeline from award through user training with clearly identified roles and responsibilities for provider and client to include planning, provisioning, installation, etc.
2. Provide details on how services will be brought online by July 1, 2026 without interruption of current service. If services are not online by July 1, 2026, provide information on when services will be available and solution to provide services during the gap between July 1, 2026 and stated completion date.
3. Describe experience offering leased WAN services in K-12 education environments.
4. Describe all levels of account support you can provide to include account manager, service manager, etc.
5. Describe your network service monitoring, alert levels, and procedures for proactive customer notification of preset alert levels.
6. Describe escalation process to include contacts (name, title, address, phone number, cell phone, email address) for provisioning, implementation, billing and trouble issues.

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7. Describe support hours of operation and include details on the level of support available during 24-hour time period.
8. Describe offeror response time for emergency/critical requests.
9. Describe provisioning and installation process to include all phases and intervals for newly added services.
10. Describe provisioning and installation process to include all phases and intervals for moves, additions, and changes for location with existing service.
11. Describe performance remedies and SLAs for circuits that do not meet provisioning intervals.
12. Describe resources available for installation and provisioning for the services being proposed.
13. Describe the process for handing newly added services over to the customer after installation and provisioning.
14. Describe how the offeror will ensure the security of all network equipment that is managed remotely.
15. Describe the security measures the offeror has in place to protect networking infrastructure.
16. Describe authentication methods and tools for network infrastructure access.
17. Describe ability to support "Quality of Service" (QoS) for voice, video and priority applications to include any limitations for end-to-end support for QoS.
18. Describe ability to support multicast communications.
19. Describe "Service Level Agreement (SLA)" to include end to end availability, guaranteed time to repair, end to end packet delivery, end to end latency, end to end jitter, etc.
20. Describe equipment to be located at Data Center location and equipment to be located at remote sites.

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21. Describe ability to support high availability and diverse path entry into BOE Data Center location at 960 Pine Street, Conyers, Georgia 30012.
22. Describe ability to support customer access to offeror-managed equipment.
23. Describe ability to support customer monitoring of network traffic for all spokes of the WAN at Data Center location.
24. Describe customer billing process to include a sample bill identifying charges by service location, type of service, and all associated taxes and fees.
25. Describe ability to support online billing.
26. Describe customer's ability to withhold payment on disputed charges until the dispute is resolved without penalty or interest.
27. Describe limitations on how far back customers can audit and dispute erroneous charges.
28. Describe the offeror's back-billing policy.
29. Describe ability to provide monthly management reports to include monitoring of contract compliance, invoicing, billing summaries, trouble-ticketing, usage, and service inventories, etc. Specify if there are additional charges for this reporting.
30. Describe offerors' awards, authorizations or certifications as they relate to this service offering.
31. Describe any additional awards, authorizations or certifications.
32. Describe ability to support a single commitment level for all sites within Rockdale County Public Schools.
33. Describe the process for adding or removing sites under single commitment level as new locations are built within or removed from the RCPS district. Describe RCPS' ability to service sites, that in the future, might not be E-Rate eligible. Confirm that should this occur, these sites can be invoiced separately.
34. Describe if any individual circuit terms will apply for data services depending on the date of activation.
35. Describe how the offeror will allow for adjustments to commitment level based on Rockdale County Public Schools' need to disconnect locations before end-of-commitment date. (Are early termination fees charged for

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disconnection of

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service? Is there a minimum level of service that must be maintained under the terms of the commitment?) Describe how the offeror will allow for adjustments to locations whose E-Rate eligibility changes during the contract period.

- 36. Describe chronic failure guarantees and the ability to terminate service based on failure to meet SLA threshold for two consecutive months.
- 37. Describe ability to terminate commitment due to more than 10% of services not meeting SLA threshold for any 2 out of 6 consecutive months.
- 38. Describe ability to upgrade or downgrade level of service during commitment period. (i.e. Upgrade from 10 Gbps to 30 Gbps or downgrade from 30 Gbps to 10 Gbps at any RCPS location)

Section II - Business Stability

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with RCPS for contract negotiation and the name of the project manager. A brief history of the company and the present organizational structure of the firm, describing the management organization and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. The Firm should also provide proof that it is a duly organized business entity and has authority to transact business in the State of Georgia.

2. Financial Status

Provide evidence of the company's financial stability to include:

- A. Two (2) years of audited financial statements
- B. Evidence of a credit facility in place that can fund facility and operating needs
- C. If your organization has ever declared bankruptcy or failed to satisfy an obligation to a creditor
- D. Name(s) of company(s) that the Officers or Directors of your current organizations were associated with at the time a bankruptcy was declared or obligations to creditors were not met

3. References

List as references (names, address, contact persons, phone number) and minimum of three clients of similar size and nature to RCPS for which a project was completed within the last three years. A brief description of the services provided shall accompany each reference. Include a minimum of four (4) written references from current or previous clients. At least one reference must be from a school district in the State of Georgia.

4. Previous Default

Indicate if you have ever been defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances.

5. Subcontractors

Subcontractors are not allowed. Please confirm that you understand that subcontractors are not allowed for this contract and will not be utilized.

6. Litigation or Regulatory Rulings Involving School Districts

List and explain any litigation or regulatory ruling that involved your company, to include:

- A. Lawsuits or litigation filed by your company against school districts
- B. Regulatory rulings that resulted in a school closing
- C. Lawsuits filed by a school district against your company
- D. Any claim or demand by any school district alleging breach of any agreement between the school district and your company
- E. Any claim or demand by any individual alleging that any student was injured while in your company's care or by any employee or agent of your company.

Failure to provide the requested information shall render the bid non-responsive and ineligible for award.

Section III - Price

Respondents must include the cost of all available services, any required construction costs, and a detailed narrative description (including a proposed network diagram), which outlines how the offeror plans to provide the proposed connectivity to Rockdale County Public Schools. Additionally, the offeror must factor in the cost of transitioning from the existing WAN to the proposed solution.

RCPS is seeking a turn-key solution (layer-3) for delivering the proposed service to each existing MDF at every facility. All associated costs to terminate the proposed service to the MDF must be included in the offeror proposal. Any costs, labor or materials expected to be provided by RCPS should be clearly identified. Any costs, labor or materials not identified will not be accepted by RCPS and will be considered part of the offeror proposal. Interconnection to RCPS local area networks will be considered part of the proposed solution, but management of existing LAN equipment will not be the responsibility of the offeror.

All recurring and nonrecurring charges must be outlined in your RFP response. Proposals should reflect all charges as follows:

1. Provide a price for each service component (e.g. access, port, QoS, other).
2. Identify any fees charged that are passed thru from governmental or other entities.
3. Please set forth detail base cost and pricing schedules with any applicable discount schedules for all service types requested in the RFP.
4. All installation charges should be waived completely.
5. Describe any E-Rate ineligible cost components to include ineligible goods and services, price of changing service providers, price for breaking any existing contract, etc.

To facilitate the process and reduce the decision-making timeline, please provide an editable version of the draft contract, which contains all pertinent pricing. Terms and conditions should be submitted with your RFP response as specified in the Request for Proposal subheading, G. Additional Terms/Contract/Objections to RCPS Terms and Conditions.

Please provide pricing options on a per-site basis that will allow Rockdale County Public Schools the ability to fit bandwidth allocations as needed. Pricing options should include 10Gbps to 30Gbps options at the RCPS Data Center (960 Pine Street, Conyers, Georgia 30012) and provide incremental options of 10Gbps up to 30 Gbps options for all other sites. Please provide pricing on a per-site basis, should that site no longer be E-Rate eligible and RCPS determines that service to that site should continue. Any site that RCPS continues

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service to, that becomes ineligible for E-Rate services should be invoiced separately. The contract will be applicable to existing sites and to any new entities constructed during the term of the contract.

In the event that RCPS closes a school or building site, RCPS reserves the right to remove a closed school or building site from the WAN contract and terminate services to that site without penalty or early termination fees, except for actual unrecovered installation costs, if any, which must be documented and approved by RCPS. Monthly recurring charges will be adjusted proportionally to remove the terminated site or entity.

1. Request for Information

All questions and/or correspondence during the entire proposal process shall be directed in writing to the Chief Technology Officer.

During the entire period of solicitation, proposal and evaluation, no offeror shall contact any member or employee of RCPS concerning the solicitation. Such action could result in the offeror being removed from further consideration in this solicitation.

2. Conflicts of Interest Disclosures

Instructions: Firms desiring to enter into a contract(s) with Rockdale County Public Schools and its Board of Education must disclose the financial and potential conflict of interest information that is specified below:

List all immediate relatives of Principal(s) of Respondent who are RCPS employees or elected officials of RCPS. For purpose of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandchild, and in-laws by reason of relation.

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Request for Sealed Proposal

DATE: _____

TIME: _____

PROPOSAL NO.: _____

NAME OF COMPANY:

Rockdale County Public Schools
Department of Technology
960 Pine Street Conyers, Georgia
30012

Ladies and/or Gentlemen:

Having carefully examined the Proposal Conditions and Specifications entitled "Wide Area Network Services" for the performance of subject work all dated _____, and the Addendum/Addenda _____, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Offeror's Checklist has been complied with, is completed, and is enclosed with this submittal.

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Commitment to Perform as Proposed

Respectfully submitted,

Name of Company

Address of Company

E-mail Address for all
correspondence

Business Telephone No.

Fax Number

Print Name and Title

Signature

Date

The full names and addresses of persons and firms interested in the foregoing proposals as principals are as follows:

The legal name of the Offeror is:

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Offeror's Checklist

Project: _____

Proposal No.: _____

- ☐ We have acknowledged receipt of addenda issued.
- ☐ Four (4) proposals (one (1) original and three (3) copies of all information requested have been provided.
- ☐ The proposal has been signed by an authorized principal or authorized official of the firm
- ☐ No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- ☐ We are prepared to provide the insurance required in this solicitation.

Type or print name of person completing checklist

Signature of person completing checklist

Date

Company Federal ID Number

Company E-mail Address

Company Name

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL RETURN
WITH PROPOSAL

APPENDIX A

**Rockdale County Public Schools (RCPS)
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Facility Information

Location Name	Location Address
BOE (HOST)	960 PINE STREET NE CONYERS GA
BARKSDALE ELEMENTARY SCHOOL	596 OGLESBY BRIDGE RD SE CONYERS GA
CONYERS MIDDLE SCHOOL	400 SIGMAN RD NW CONYERS GA
EDWARDS MIDDLE SCHOOL	2633 STANTON RD SE CONYERS GA
FLAT SHOALS ELEMENTARY SCHOOL	1455 FLAT SHOALS RD SE CONYERS GA
GENERAL RAY DAVIS MIDDLE SCHOOL	3375 E FAIRVIEW RD SW STOCKBRIDGE GA
HERITAGE HIGH SCHOOL	2400 GRANADE RD SW CONYERS GA
HICKS ELEMENTARY SCHOOL	1300 PINE LOG RD NE CONYERS GA
HIGHTOWER TRAIL ELEMENTARY SCHOOL	2510 HIGHWAY 138 NE CONYERS GA
HONEY CREEK ELEMENTARY SCHOOL	700 HONEY CREEK RD SE CONYERS GA
HOUSE ELEMENTARY SCHOOL	3100 ZINGARA RD CONYERS GA
LORRAINE ELEMENTARY SCHOOL	3343 E FAIRVIEW RD SW STOCKBRIDGE GA
MEMORIAL MIDDLE SCHOOL	3205 UNDERWOOD RD SE CONYERS GA
PEEK'S CHAPEL ELEMENTARY	2800 AVALON PKWY CONYERS GA
PINE STREET ELEMENTARY SCHOOL	500 SIGMN RD NW CONYERS GA
ROCKDALE CAREER ACADEMY	1064 CULPEPPER DRIVE NW CONYERS GA
ROCKDALE COUNTY HIGH SCHOOL	1174 BULLDOG CIR NE CONYERS GA
ROCKDALE EPIC CENTER	2930 HIGHWAY 20 NE CONYERS GA
SALEM HIGH SCHOOL	3551 UNDERWOOD RD SE CONYERS GA
SHOAL CREEK ELEMENTARY SCHOOL	1300 MCWILLIAMS RD SW CONYERS GA
SIMS ELEMENTARY SCHOOL	1821 WALKER RD SW CONYERS GA
TRANSPORTATION	1250 SOUTH MAIN STREET CONYERS GA
PURCHASING/BUILDINGS AND GROUNDS	1062 NORTH STREET CONYERS GA

APPENDIX B

Rockdale County Public Schools

Immigration and Security Form

- A. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et seq., Contractor must initial one of the sections below:

____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.visdhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01 et seq.

____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2016 Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by Georgia Department of Labor set forth at Rule 300-10-1-01 et seq.

____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2016 Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new Employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-01 et seq.

- B. _____ Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under the Contract.

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned offeror verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Rockdale County Public Schools has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 [(IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Rockdale County Public Schools BOE, offeror will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Rockdale County Public Schools BOE at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

Date

BY: Authorized Officer or Agent (Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).11/15/2012

Subcontractor Affidavit and Agreement

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (name of offeror), which has a contract with Rockdale County Public Schools.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor's correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with Rockdale County Public Schools, unless said sub-subcontractor:

- (a) is registered with and participates in the federal work authorization program;
- (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
- (c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

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Subcontractor Affidavit and Agreement (page 2)

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV / Basic Pilot Program User Identification No.

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

Subcontractor Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____

Notary Public

My Commission Expires: _____

APPENDIX C

Debarment Certification

The undersigned Service Provider / Contractor provides this assurance and certification that they are not currently debarred from submitting bids or proposals on contracts by any agency in the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

This the _____ day of _____

Service Provider

Service Provider Authorized Signature

Anti-Collusion Certification

The offeror certified that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is on all aspects bona fide, fair and not the result of any act of fraud or collusion with another person / firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign will make the proposal non-responsive and ineligible for award.

Printed Name and Title of Official Officer Authorized to sign on the company's behalf

Signature

Date

Name of Company

Rockdale County Public Schools (RCPS)
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Required Forms Checklist

Project: _____

Proposal No.: _____

- ☐ Request for Sealed Proposal
- ☐ Commitment to Perform as Proposed
- ☐ Immigration and Security Form
- ☐ Contractor Affidavit and Agreement
- ☐ Subcontractor Affidavit and Agreement
- ☐ Debarment Certification
- ☐ Anti Collusion Certification
- ☐ W9 Certificate

Type or Print Name of Person Completing Checklist

Signature of Person Completing Checklist

Date

Company Federal ID Number

Company Name

APPENDIX D

**Rockdale County Public Schools (RCPS)
e-Rate Leased Lit Fiber Solution (Managed WAN) Solicitation No. 2026-0003**

RCPS CONTRACT FOR WIDE AREA NETWORK

CONTRACT made this _____ day of _____, **2026**, between Rockdale County Board of Education (“Board”), on behalf of the Rockdale County School District (“District”), and **Contractor’s Name (“Contractor”)**.

In consideration of mutual covenants, Parties agree as follows:

GENERAL TERMS:

1. Scope of the Contract

Contractor must provide the services, goods, or services and goods to the District as defined in **Exhibit 1**. Contractor and District expressly agree that the General Terms listed in this executed Contract for Learning Resources shall supersede any provisions or terms and conditions listed in **Exhibit 1**. If there are any conflict of terms, the General Terms listed in this Contract for Learning Resources shall govern.

2. E-Rate Program Compliance

A. E-Rate Eligibility and Participation

Vendor must maintain a valid Service Provider Identification Number (SPIN) and a current Service Provider Annual Certification (SPAC) for the duration of this contract. All services provided under this contract must comply with the requirements of the federal E-Rate program, including eligibility, documentation, and audit support.

B. Service Substitutions and Entity Changes

Vendor shall support all E-Rate required service substitutions, entity updates, and Form 500 adjustments, including but not limited to changes resulting from school closures, consolidations, or boundary adjustments. Vendor shall promptly cooperate with RCPS to remove, modify, or add service locations as needed to maintain E-Rate compliance.

C. Documentation and Audit Support

Vendor shall provide all necessary documentation and timely cooperation for USAC audits and reviews, including but not limited to circuit removal, cost allocation, entity list changes, and service delivery records. Vendor shall notify RCPS promptly of any changes in E-Rate eligibility or program rules that may affect service delivery or funding.

D. Invoicing and Reimbursement

Vendor shall cooperate with RCPS in all E-Rate reimbursement processes, including timely invoicing and provision of documentation required for Form 472 (BEAR), Form 474 (SPI), and any other forms or processes required by USAC.

E. Pricing and Adjustments

All pricing and service commitments under this contract are subject to E-Rate program rules and may be adjusted in the event of entity changes, including school closure, consolidation, or other modifications to the district’s eligible entities.

F. Rockdale County Schools will have the option to pay for non-eligible buildings, should a facility close, but the District determines that service to that site should continue.

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3. Payment Terms/ Payment Schedule

The District must pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit 1**. [See standard terms for example of language for payment schedule.]

4. Contract Term

Option One:

This Contract is effective on _____ (“Effective Date”) and it continues until 12:00 midnight (EST) on _____ unless terminated earlier as provided by this Contract or by law.

Option Two:

Either party shall have the right to terminate this Contract with 30 days’ notice.

Option Three:

THIS LANGUAGE MUST BE INCLUDED IN CONTRACTS LASTING FOR MORE THAN 1 YEAR. The TOTAL OBLIGATION OF THE DISTRICT for each year must be clearly stated.

a. Statutory Contract Term/ Automatic Renewal

In compliance with O.C.G.A § 20-2-506, this Contract continues from the Effective Date until 12:00 midnight (EST) on July 1, 2026, at which time the Contract shall terminate absolutely and without further obligation or penalty on the part of the District.

Unless the District resolves by majority vote on or before June 15th of any year to not renew this Contract for the following year, Contract shall automatically renew itself at 12:01a.m. on July 1, 2027, and at the same time each year thereafter, for one-year terms or to date of expiration if less than one-year term, without further action being required by either party hereto or until this Contract is fully performed or terminated in a manner provided for in this Contract. If the District resolves or the Superintendent determines, not to renew this Contract, the District or Superintendent must notify Contractor in writing of the termination. Upon the termination, Contractor must perform all services and deliveries all schools require to be provided through June 30th, and the District must pay Contractor all fees due for accepted services and accepted goods through June 30th of that year. The terminated contract must not impose any further obligation or penalty on the part of the District.

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b. Total Obligation

Pursuant to O.C.G.A § 20-2-506(b), the Contract must contain the District's total financial obligation on the contract for each calendar year of the contract, including any and all calendar years the contract may renew, e.g.:

The total obligation under this Contract is as follows:

2026-2027	\$ enter amount
2027-2028	\$ enter amount
2028-2029	\$ enter amount
2029-2030	\$ enter amount
2030-2031	\$ enter amount

5. Governing Law; Designation of Forum

The laws of the State of Georgia govern all matters arising out of or relating to this Contract and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract must bring the legal action or proceeding in the state or federal courts of the State of Georgia.

6. Dispute Resolution Prior to Legal Action

Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation

In addition to any informal negotiations between the parties, no civil action with respect to any claim arising out of this Contract may be commenced without first giving fourteen (14) calendar days written notice to the District of the claim and the intent to sue.

Prior to a civil suit, either party may elect to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the claim. The parties will cooperate in selecting a mediator and in scheduling the mediation in Atlanta, Georgia. The parties will participate in the mediation in good faith and will share equally the cost of mediation.

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No party may commence a civil suit with respect to the matters submitted to mediation until after the completion of the initial mediation session or until forty-five (45) calendar days after the date of the delivery of the written demand for mediation to the other party, whichever occurs first

7. Contract Termination

7.1. As provided by Georgia law, this Contract will terminate immediately and absolutely if appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Board under this contract.

- a.** The Board reasonably believes that sufficiently legally available funds can be obtained to make all payments due hereunder.
- b.** The Board must notify the Contractor immediately if funds to meet the Board's obligations become unavailable.
- c.** The determination of the Board as to the insufficiency of funds is conclusive.

7.2. In the event that the Contractor breaches any term or condition of this Contract or any other event occurs which demonstrates a reasonable likelihood that the Contractor is unable or unwilling to fulfill its obligations under the Contract, the District shall be entitled to immediately terminate this Contract.

- a.** In the alternative, the District, in its sole discretion, may, upon request from the Contractor, provide the Contractor with ten (10) days written notice that the Contractor may avoid termination of the agreement by curing, to the satisfaction of the District, the breach(es) identified in the written notice within a specified period not to exceed ten (10) days.
- b.** The determination of the District as to the appropriateness of allowing the Contractor an opportunity to cure, and as to the time allowed for any such cure, shall be conclusive, based on consideration of the circumstances of the breach; on the consequences of the breach as to security and other critical aspects of operations, and, on the time constraints existing at the time of such breach.
- c.** Any allowance by the District of an opportunity for the Contractor to cure a specific breach shall not operate as a waiver by the District of its right to refuse such an opportunity to cure in the event of any other breach, and shall not establish any course of dealing or performance between the parties.
- d.** The District is not required to terminate a contract even though the circumstances permit such an action.

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7.3. The Board may terminate this Contract, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Contract if the Contractor becomes:

- a.** Insolvent;
- b.** Makes a general assignment for the benefit of creditors;
- c.** Files a voluntary petition of bankruptcy;
- d.** Suffers or permits the appointment of a receiver for its business or assets;
- e.** Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- f.** Has wound up or liquidated, voluntarily or otherwise.

7.4. The Board may terminate this Contract, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

7.5. The Board reserves the right to terminate this Contract for any reason upon giving the Contractor thirty (30) days written notice.

- a.** In the event that the written notice of termination pursuant to this section states that termination is for the convenience of the District, the Contractor shall be entitled to payment for:
 - i.** Reasonable costs incurred through the date of notice of termination (not the effective date of termination), and
 - ii.** Charges for deliverables provided to the District through the effective date of termination, but only to the extent that funds designated for the deliverables are available to make payment.

7.6. Upon the termination for any reason or expiration of this Contract, the Contractor promptly must return to Board all papers, materials and other property of Board then in its possession, including but not limited to all work in progress as is appropriate in its then existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation) to the Board.

7.7 In the event of entity changes, including school closure, vendor shall support E-Rate service substitutions and Form 500 adjustments as required by USAC.

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7.8 Contingency Clause:

i. This agreement is **Contingent upon the following approvals and conditions:**

- 1. Board Approval** – RCPS’s Board of Education must approve of this Managed WAN solution.
- 2. Superintendent Approval** – RCPS’s Superintendent must approve this Managed WAN solution.
- 3. Legal Counsel Approval** -- RCPS’s legal counsel must review and approve the terms of a RCPS contract to ensure compliance with applicable laws.
- 4. USAC Approval** – RCPS must receive approval for funding from the Universal Service Administrative Company (USACE) under the E-Rate program.
- 5. Availability of District Funds** – The availability of sufficient District funds to support the purchase by RCPS.

8. Indemnification

- 8.1.** Contractor hereby waives and agrees to indemnify and save harmless Board and the District, its officials, agents, employees, and volunteers (hereinafter collectively referred to as “Indemnitees”), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnitees in consequence of the granting of this Contract or which may otherwise result therefrom.
- 8.2.** Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- 8.3.** If any judgment shall be rendered against the District in any such action, Contractor shall, at his or her own expense, satisfy and discharge the same.
- 8.4.** Any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnitees as herein provided.
- 8.5.** Contractor’s obligation to indemnify and save harmless any Indemnitees will survive the expiration or termination of this Contract by either party for any reason.

9. Spoliation

Contractor shall promptly notify of all potential claims that arise from or result from this Contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the District the opportunity to review and inspect the evidence, including the scene of any accident.

10. Confidentiality of Student Educational Records

10.1. Definition of Data

“Data” means all personally identifiable information and other non-public information, which shall include “Confidential Student Educational Records,” which means those records, files, documents, and other materials which (a) contain information directly related to a student; and (b) are maintained by an educational agency. *See* FERPA, 20 U.S.C.A. § 1232g and accompanying regulations. The term Data also includes, but are not limited to, student and parent data, metadata, and user content.

10.2. Contractor Obligation to Maintain Confidentiality

Contractor shall

- a. Only collect Data necessary to fulfill its duties as outlined in the written agreement between District and Contractor.
- b. Only use Data for the purpose of fulfilling its duties under the agreement between the parties.
- c. Store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to breach of Data. Contractor agrees to share its incident response plan upon request.
- d. Indemnify and hold District harmless against all third-party claims related to security or privacy incidents related to Vendor’s use or possession of District data.

Contractor shall not:

- a. Disclose Data (as defined in subsection 9.1) to any person or entity except:
 - i. To those that need to know or have access to Data for the purposes of providing services under the Agreement between the Contractor; provided Contractor ensures that those accessing Data are bound by the provisions of this Agreement; and

- ii. In compliance with a lawfully issued subpoena or court order. Contractor agrees that it will notify the District before it releases Data under a lawfully issued subpoena or court order.
- b. Use Data to advertise or market to students or their parents.
- c. Mine Data for any purposes other than those agreed to by the Parties under a written agreement.
- d. Share Data with any additional parties without prior written consent of the District except as required by law.
- e. Attempt to or reidentify de-identified Data.

10.3. Return of Confidential Student Educational Records

Upon the written request by the District, within thirty (30) calendar days, Contractor must return to the District or destroy all Data. If the Contractor destroys the Data, Contractor must certify that it has done so in writing and deliver that certificate to within thirty (30) calendar days of the District's initial written request for the Contractor to return or destroy all Data.

10.4. Family Educational Rights and Privacy Act (FERPA)

To the extent required by applicable law, Contractor's compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g is a condition of this Contract.

10.5. Student Data Privacy, Accessibility, and Transparency Act

To the extent required by applicable law, Contractor's compliance with requirements of the Student Privacy, Accessibility, and Transparency Act, O.C.G.A. § 20-2-660 et seq. is a condition of this Contract.

10.6. Protection of Pupil Rights Amendment (PPRA)

To the extent required by applicable law, Contractor's compliance with the requirements of the Protections of Pupil Rights Amendment (PPRA) 20 U.S.C. § 123h is a condition of this Contract.

10.7. Children's Online Privacy Protection Act (COPPA)

To the extent required by applicable law, Contractor's compliance with the requirements of the Children's Online Privacy Protection Act (COPPA) 15 U.S.C. §§ 6501 *et seq.* is a condition of this Contract.

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11. Georgia Public Records

- 11.1. The District must comply with the Georgia Open Records Act O.C.G.A § 50-18-70 et.seq., (“the Act”) and release public documents as defined by the Act upon request, including this Contract and all records created and maintained in relation to this Contract.
- 11.2. O.C.G.A. § 50-18-72(a) exempts student educational records which shall be kept confidential as required by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C.A. § 1232(g) and its supporting regulations, Georgia law and Section 9 above.
- 11.3. O.C.G.A. § 50-18-72(f) exempts computer programs and computer software, as defined below, used or maintained in the course of the District’s operation are not subject to the Act.
 - a. “Computer program” means a set of instructions, statements, or related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.
 - b. “Computer software” means one or more computer programs, existing in any form, or any associated operational procedures, manuals, or other documentation.

12. Publicity

The District does not endorse the goods or services of Contractor. Except for listing District as a client during the term of this Contract, news releases or other publicity concerning this Contract must not be made by Contractor without the prior written approval of the District.

13. Drug/Alcohol/Tobacco/Weapons Free Workplace

- 13.1. The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Georgia law and the federal “Drug-Free Schools Act”, during the performance of this Contract while on school premises or at school related functions.
- 13.2. Pursuant to O.C.G.A. § 16-11-127.1, the Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Georgia law, on school property, in school buildings, at school related functions, or within 1,000 feet of school property, school buildings, or school functions.
- 13.3. The Contractor and all Subcontractors, if any, also shall adhere to all Board policies and regulations that prohibit the possession, distribution sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions.
- 13.4. Failure to comply with this provision may be considered a material breach.
- 13.5. The Board may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies while within 1,000 feet of school property or school related functions, pursuant to Georgia law.

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14. The District Prohibits Unlawful Discrimination and Harassment, Including Sexual Harassment.

- 14.1. The District does not discriminate on the race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law in any educational programs or activities or in employment policies and practices. Contractor certifies that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor.
- 14.2. The District prohibits unlawful discrimination or harassment including sexual harassment. Contractor and Subcontractors, if any, must not engage in unlawful harassment including sexual harassment or discrimination while on school premises.
- 14.3. The District may suspend or terminate Contractor or Subcontractor or both if it violates these laws, policies, regulations, or provisions while on school premises.

15. Contractor and Subcontractor Compliance with Employment Eligibility Verification (O.C.G.A. § 13-10-91).

- 15.1. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 are conditions of this Contract;
- 15.2. If the Contractor employs or contracts with any subcontractor(s) in connection with this Contract, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor as shown in sub-section b above;
- 15.3. The Contractor's compliance with the requirements of O.C.G.A § 13-10-91 and Rule 300-101-.02 shall be attested by the execution of the Contractor Affidavit which is attached hereto, marked Exhibit 3 and incorporated within this Contract;
- 15.4. If the Contractor employs or contracts with any subcontractor(s) in connection with this Contract, the Contractor will secure from such subcontractor(s) attestation of the subcontractor(s') compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor(s') execution of the subcontractor(s) affidavit attached hereto, marked Exhibit 4 and incorporated within this Contract and shall maintain records of such attestation for inspection by the Board at any time.
 - a. Such subcontractor(s) affidavit shall become a part of the contractor/subcontractor agreement.
- 15.5. All portions of contracts and any incorporated affidavits shall be open for public inspection in

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this state at reasonable times during normal business hours.

16. Contractor Compliance with O.C.G.A. § 50-8-85

16.1. Compliance with the requirements of O.C.G.A. § 50-8-85 are conditions of this Contract.

16.2. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel, as defined by O.C.G.A. § 50-8-85

17. Compliance with the Law

17.1. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. Contractor and Contractor's personnel shall also comply with all District policies and standards in effect during the performance of the Contract, including but not limited to the District's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.

18. Sales Tax

18.1. In accordance with O.C.G.A. § 48-8-3(1), the Board is exempt from sale and use taxes and shall not pay any sales tax under this Contract.

18.2. The Board, upon written request, will provide the Contractor with applicable tax exemption certificates.

19. No Warranty Disclaimer

19.1. The Contractor warrants that its services or goods or both fit the need or purpose of the RFP.

19.2. The Contractor shall not disclaim these warranties.

20. Mutual Limitation on Damages Except for Limited Situations

No Party shall be liable to another Party for, nor shall the measure of damages:

20.1. Include, any consequential, incidental, indirect, punitive or special damages arising out of or relating to its acts or omissions arising from this Contract.

20.2. This limitation of liability shall not apply, however, to liability of the Contractor arising from:

a. Personal injury or death;

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- b. Defect or deficiency caused by willful misconduct or fraud on the part of the Contractor; or
- c. Circumstances where the contract expressly provides the District a right to damages, indemnification or reimbursement.

21. Assignment of Personnel

21.1. All persons assigned to perform the Services under this Contract shall be qualified to perform such Services.

- a. Personnel assigned by the Contractor shall have all professional licenses required to perform the Services.
- b. If the District believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the District shall notify the Contractor in writing and the Contractor shall promptly address the performance or conduct of such person, or, at the District's request, immediately replace such person with another person acceptable to the District and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

21.2. The Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Contract.

22. Software and Specifications

The Contractor shall provide all software ("Software") in strict compliance with the descriptions and representations as to the Software (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear in the RFP and the terms of the Contract.

23. Software Licenses

23.1. Contractor shall provide Software licenses ("Licenses") in compliance with the specifications contained in the RFP and the terms of the Contract. To the extent permitted and/or required by the Software publishers of any Software provided hereunder, Contractor hereby grants an irrevocable, nonexclusive, worldwide, perpetual, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, modify, display, and perform copies of Software and accompanying documentation in accordance with the licensing capacity (if any) specified in the RFP and or applicable Purchase Instrument. The District may copy the Software as necessary to efficiently utilize the Software. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying:

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- a. For backup, archive or emergency restart purposes;
- b. For disaster recovery and disaster recovery testing purposes;
- c. To migrate the Software for use on other computers and/or hardware; and
- d. To store the Software at any off premise location which the District uses for storage purposes.

If Contractor is acting as a reseller of the Software, Contractor must provide the licenses, as required by the Software publishers, to the District and shall coordinate with any negotiations of such licenses as may be conducted between the District and the Software publishers. All licenses provided hereunder shall remain in effect *perpetually*.

24. Exclusions

24.1. Except as expressly permitted by this Contract, the District agrees that it will not:

- a. Lease, loan, resell, sublicense or otherwise distribute the Software to entities or individuals who are not party to this Contract;
- b. Permit third-party access to, or use of, the Software, except as permitted in the Contract;
- c. Create derivative works based on the Software;
- d. Reverse engineer, disassemble, or decompile the Software; or
- e. Remove any identification or notices contained on the Software.

The District will notify Contractor if the District becomes aware of any unauthorized third-party access to, or use of, the Software.

25. Services and other Deliverables

Contractor shall provide services and other deliverables (“Services”) in compliance with the specifications contained in the RFP, in Contractor’s Response, and the terms of the Contract. “Services” shall include administration, distribution, installation, configuration, support and training services as further described in the RFP. Contractor and any employees of Contractor will perform the services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such services are provided.

The Contractor must adhere to the Service Level Agreement as provided in Section 15 of the RFP. Failure to do so shall result in a collaborative incident review and possibly prorated fees.

Contractor must provide changes to support contacts, phone numbers, and emails within three (3)

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business days.

26. Product Shipment and Delivery

All products shall be provided as required by the provisions of the RFP. Unless the RFP requires otherwise, all products shall be made available either by online download or shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFP or any provided Purchase Order. All items shall be at Contractor's risk until they have been delivered and accepted by the District. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of Contractor to remedy without cost to the District, regardless of when the hidden damage is discovered.

27. Non-Exclusive Rights

The Contract is not exclusive. The District reserves the right to select other contractors to provide software, licenses and services similar to the Software and Services described in the Contract during the term of the Contract.

28. Indemnification; Specific to Software Contracts

Contractor, at its own expense (including payment of attorneys' fees, expert fees, and court costs) shall defend the Board and the District, its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnitees") any loss, cost, damage, liability, or expense from any and all third-party claims that the Software, Licenses, and/or Services infringes any patent, copyright, trade secret, or other proprietary right of a third-party and shall indemnify and hold harmless the Indemnitees from any amounts assessed against them in a resulting judgment or amounts to settle such claim, provided that District (a) gives Contractor prompt written notice of any such claim, (b) permits Contractor to control and direct the defense or settlement of any such claim, and (c) provides Contractor all reasonable assistance (at the expense of Contractor) in connection with the defense or settlement of any such claim. Contractor's obligation to indemnify and save harmless any Indemnitees will survive the expiration or termination of this Contract by either party for any reason.

29. Patent/Copyright Infringement Indemnification

29.1. In Case of Injunction against Contractor:

In case any of the Software, Licenses and/or Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- a. Procure for the District the right to continue using the Software, Licenses and Services;
- b. Replace or modify the same so that it becomes non-infringing; or
- c. Remove the same, cancel any future charges pertaining thereto, and refund pro rata share of any license fee or maintenance fee.

29.2. No Liability to District by Contractor in Certain Circumstances:

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- a. Compliance with design plans or specifications furnished by or on behalf of the District as to the Software;
- b. Use of the Software in combination with apparatus or devices not supplied by Contractor;
- c. Use of the Software in a manner for which the same was neither designed nor contemplated; or
- d. The claimed infringement of any patent or copyright in which the District or any affiliate or subsidiary of the District has any direct interest by license or otherwise.

30. Survives Termination

The indemnification obligation of Contractor shall survive termination of the Contract.

31. Warranties.

31.1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law

All warranties made by Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Software, Licenses and Services to be provided, or by provision of samples to the District shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software, Licenses and Services provided by Contractor. Contractor shall assign and pass through to the District all applicable Software publishers' warranties, covenants and indemnification provisions. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

31.2. Nonconforming Software

All Software delivered by Contractor to the District shall be free from any defects in design, material, or workmanship. In the event that any of the Software is found by the Contractor, the District, student, other party to the Contract, or court having jurisdiction, to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, Contractor will promptly communicate all relevant facts to the District and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs,

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and other related documents, provided that nothing contained in this section shall preclude the District from taking such action as may be required of it under any such law or regulation.

The District shall have the option of returning or replacing the defective Software at Contractor's expense. If Contractor is the Software publisher, Contractor shall perform all necessary repairs or modifications at its sole expense provided the District determines the performance of such repairs and modifications is in the District's best interest.

Payment for the Software shall not constitute acceptance. Acceptance by the District shall not relieve Contractor of its warranty or any other obligation under the Contract.

31.3. Originality and Title to Provide Software and Services

Contractor represents and warrants that all the concepts, materials, Software and Services produced, or provided to the District pursuant to the terms of the Contract shall be wholly original with Contractor or that Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials Software and Services. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Software and Services contemplated by the Contract. Contractor or the original Software publisher shall retain all right, title and interest in the Software and any accompanying documentation, including all applicable intellectual property rights.

Contractor represents and warrants that the concepts, materials, Software and Services and the District's use of same and the exercise by the District of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, Software and Services will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

31.4. Conformity with Contractual Requirements

Contractor represents and warrants that the Software, Licenses and Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.

31.5. Authority to Enter into Contract

The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the District.

31.6. Obligations Owed to Third Parties

Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Contractor pursuant to the Contract are or will be fully satisfied by Contractor so that the District will not have any obligations with respect thereto.

31.7. Title to Property

Contractor represents and warrants that title to any Software assigned, conveyed or licensed to the District is good and that transfer of title or license to the District is rightful and that all Software shall be delivered free of any security interest or other lien or encumbrance.

31.8. Industry Standards

Contractor represents and expressly warrants that all aspects of the Software, License and Services provided or used by it shall at a minimum conform to the standards in Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

31.9. Contractor's Personnel and Staffing

Contractor warrants that all persons assigned to perform the Services under this Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the District. All of Contractor's or any subcontractor's personnel shall comply with the confidentiality requirements of the Contract and the security requirements of the District while on school property or at a school related function. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the District may have the personnel removed from the premises.

All persons assigned to perform the Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the District believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the District shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the District's request, immediately replace such person with another person acceptable to the District and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Contract.

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32. Notice

32.1. Requirement of a Writing; Permitted Methods of Delivery

Each party giving any Notice (“Notice”) under this Contract must give written Notice using one of the following methods of delivery:

- Personal delivery;
- Registered or Certified Mail (in each case, return receipt requested and postage prepaid); or
- Nationally recognized overnight courier (with all fees prepaid.)

32.2. Addressees

Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the “Addressee”) at the address designated by a party pursuant to this Section.

32.3. Effectiveness of a Notice

Notice is effective only if the party giving the Notice has complied with subsections (14.1) and (14.2).

32.4. Designated Addresses

Rockdale County District:
Shirley Chesser, Superintendent
960 Pine Street
P.O. Box 1199
Conyers, Georgia 30012

With copy to:

Santana T. Flanigan, General Counsel
960 Pine Street
P.O. Box 1199
Conyers, Georgia 30012

Contractor:

With copy to:

33. Merger and Order of Preference.

33.1. Merger

The Contract is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and Contracts between the parties on the matters contained in this Contract are expressly merged into and superseded by this Contract.

33.2. Order of Preference

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the District and Contractor attached hereto), the RFP or IFB (including any subsequent addenda), and Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Contract, any accepted amendments, and Exhibit 1;
- b. Second, by giving preference to the specific provisions of the RFP or IFB.
- c. Third, by giving preference to the specific provisions of any proposal submitted by the Contractor that have not been explicitly accepted by the District in writing shall not be included in this Contract and shall be given no weight or consideration.

33.3. Intent of References to Proposal Documents

The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFP, and the Contractor's Response. The failure of the parties to make reference to the terms of the RFP, or the Contractor's Response to this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP, and the Contractor's Response. The contractual obligations of the District cannot be implied from the Contractor's Response.

34. Amendments and Modifications

The parties may amend or modify this Contract only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Contract. No other alternations in the terms of this Contract shall be valid or binding.

35. Waivers

35.1. No Oral Waivers

The parties may waive any provision in this Contract only by a writing executed by the party or parties against whom the waiver is sought to be enforced.

35.2. Effect of Failure, Delay or Course of Dealing

- a. No failure or delay (1) in exercising any right or remedy, or (2) in requiring the satisfaction of any condition under this Contract, and

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- b. No act, omission, or course of dealing between the parties – operates as a waiver or estoppel of any right, remedy or condition.

35.3. Each Waiver for a Specific Purpose

A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

36. Severability

If any provision of this Contract is determined to be unenforceable, the remaining provisions of this Contract remain in full force, if the essential terms and conditions of this Contract for each party remain enforceable.

37. Counterparts

The parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Contract in the presence of the other parties to this Contract. This Contract is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Contract, a party must produce or account only for the executed counterpart of the party to be charged.

38. Force Majeure

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, mandatory government closures, alien enemy, judicial action, power failure, acts of God, epidemic, pandemic, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

39. Subletting of Contract

This Contract binds the parties and their respective successors and assignees. Contractor shall not assign or otherwise dispose of this Contract or any duty(ies), right(s), or responsibility(ies) contemplated in this Contract to any other person without the previous written consent of the District.

40. Subcontractors

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Contractor shall not subcontract services or any part of this Contract without the prior written consent of the District.

41. Third Party Beneficiaries

This Contract does not and is not intended to confer any rights or remedies upon any Person other than the signatories.

42. Number and Gender

Any reference in this Contract to the singular includes the plural where appropriate, and any reference in this Contract to the masculine gender includes the feminine and neuter genders where appropriate.

43. Captions

The descriptive headings of the Articles, Sections and subsections of this Contract are for convenience only, do not constitute a part of this Contract, and do not affect this Contract's construction or interpretation.

44. Rights and Remedies Cumulative

44.1. Any enumeration of the Board's rights and remedies set forth in this Contract is not exhaustive.

44.2. The Board's exercise of any right or remedy under this Contract does not preclude the exercise of any other right or remedy.

44.3. All of the Board's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Contract, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

45. Time is of the Essence

Time is of the essence with regard to performance of any services under this Contract, unless the parties agree otherwise in writing.

46. Relationship Among Parties

This Contract creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

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47. Rules of Construction

The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Contract, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

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ATTACHMENT(S):

EXHIBIT 1 – Cost Proposal/Quote

IN WITNESS WHEREOF the parties have executed this Contract on the date first written above.

Rockdale County Public Schools

By: _____

Name: _____

Title: _____

Date: _____

Vendor

By: _____

Name: _____

Title: _____

Date: _____

District

By: _____

Name: _____

Title: _____

Date: _____