SOLICITATION NO.: Tech2026-01

REQUEST FOR PROPOSAL (RFP)

FOR

Broadband Internet Circuit

Walton County School District
200 Double Springs Church Road
Monroe, GA 30656

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Proposal Conditions

1. Preparation and Submission of Proposal

1.1. Introduction

1.1.1. All proposals submitted in response to this Request for Proposal ("RFP") shall conform strictly to the instructions contained herein and must be received by the Walton County School District ("WCSD") no later than **8:30 a.m. Eastern Standard Time, March 4, 2026**.
Late proposals will not be accepted or considered under any circumstances.

1.1.2. Each Offeror shall submit **one (1) original and three (3) copies** of its proposal, properly labeled and sealed, to:
Chief Technology Officer
Walton County School District
200 Double Springs Church Road
Monroe, Georgia 30656

1.1.3. The WCSD Board of Education reserves the right to accept or reject any or all proposals, to waive any technicalities or minor irregularities, and to make the award deemed to be in the best interest of the District. The Board's judgment in this matter shall be final and binding.

1.1.4. During the solicitation, evaluation, and award process, **Offerors shall not contact any member, officer, or employee of WCSD other than the Chief Technology Officer**. Any unauthorized contact may result in disqualification from further consideration.

1.2. Proposal Timeline

- **RFP Release:** February 3, 2026 (posted on WCSD website and E-rate EPC portal)
- **Deadline for Questions:** 11:00 a.m., February 16, 2026
    - Email all questions to **derek.fort@walton.k12.ga.us**
- **Answers / Addenda Posted:** 5:00 p.m., February 18, 2026
    - Posted on WCSD website and E-rate EPC
- **Proposal Due Date:** 8:30 a.m., March 4, 2026
- **Evaluation Period:** March 4 to March 6, 2026
- **Projected Award Date:** March 6, 2026
- **Service Start Date:** On or after July 1, 2026 (after District approval and E-Rate funding approval)
- **E-rate Requirement:** RFP and Form 470 will remain posted for at least **28 days** before the proposal due date

1.3. Request for Proposal Process

1.3.1. This solicitation is issued as a **Request for Proposal (RFP)** intended to obtain the “best value” for WCSD.

1.3.2. Proposals will be evaluated by an appointed Evaluation Committee based on published evaluation criteria.

1.3.3. The selection of the successful Offeror shall be based upon the proposal determined to present the best value to WCSD.

1.4. Government Entity

The contracting entity and project owner is:
Walton County School District
Monroe, Georgia (“WCSD”)

1.5. Preparation of Proposals

1.5.1. Proposals shall be printed or typewritten in permanent ink. Corrections shall be initialed by the authorized signatory.

1.5.2. Specifications are intended to be open and non-restrictive. Offerors are encouraged to notify the Chief Technology Officer in writing of any specification or procedure perceived as restrictive or ambiguous.

1.5.3. Brand names, when referenced, establish a minimum quality standard. Equivalent products will be considered if clearly identified and accompanied by sufficient descriptive and technical information to demonstrate equivalency or superiority.

1.5.4. All goods and materials furnished shall be new, unused, and of current manufacture unless expressly stated otherwise.

1.5.5. All proposed products of foreign manufacture must be available for immediate shipment from within the continental United States.

1.5.6. Time of delivery shall be specified in calendar days. Failure to deliver as proposed may constitute default.

1.5.7. Each proposal shall be signed by an officer legally authorized to bind the Offeror to its terms.

1.6. Charges and Extras

All prices shall be **firm for a minimum of one (1) year** and shall include delivery, unloading, placement, freight, insurance, permits, licenses, and all other incidental costs required for full and proper delivery. Any additional installation or optional services must be clearly itemized.

1.7. Addenda and Clarifications

1.7.1. Any interpretation, correction, or change to this Request for Proposal (RFP) shall be made only by written addendum issued by the Walton County School District (WCSD). No oral explanation or instruction shall be binding on WCSD.

1.7.2. All addenda will be posted on the WCSD Purchasing website and in the E-rate Productivity Center (EPC). Offerors are solely responsible for checking these sources before submitting a proposal to ensure that they have received, acknowledged, and incorporated all addenda.

1.7.3. Each Offeror shall acknowledge receipt of all addenda by signing and including them with the proposal submission. Failure to acknowledge any issued addendum may render a proposal non-responsive and ineligible for award.

1.7.4. All requests for clarification must be submitted in writing to the Chief Technology Officer by the deadline stated in the Proposal Timeline. WCSD will issue responses to all questions through formal addenda only.

1.8. Withdrawal of Proposals

A proposal may be withdrawn prior to the submission deadline by written notice to the Chief Technology Officer. After the deadline, proposals may not be withdrawn for a period of **one hundred twenty (120) calendar days**, unless extended by mutual written agreement.

1.9. Compliance with Laws

All goods, materials, and services provided under this RFP shall comply with all applicable **Federal, State, and Local laws, codes, and regulations**, including those governing procurement, labor, safety, nondiscrimination, and data privacy.

1.10. Protest

1.10.1. Any protest concerning this solicitation shall be submitted in writing to the **Chief Technology Officer** of the Walton County School District (“WCSD”) and shall include a clear statement of the grounds for protest, together with all supporting documentation and evidence.

1.10.2. **Timing.**

- Protests regarding the content of the solicitation, specifications, or process must be filed **no later than five (5) business days prior to the proposal due date**.
- All other protests must be filed **no later than five (5) business days after the proposal due date**, or if the protest arises from subsequent actions by WCSD, **within five (5) business days after the aggrieved party knew or reasonably should have known of the facts giving rise to the protest**.

- Only Offerors who have participated in the solicitation process are eligible to file a protest.
- A protest is considered filed when it is **actually received** by the Chief Technology Officer within the specified timeframe. Protests not filed in accordance with these requirements shall not be considered.
- Upon receipt of a timely protest, the Chief Technology Officer shall review the protest and may request additional information from the protesting party. WCSD's determination of the protest shall be final and conclusive.
- The protesting Contractor or Offeror agrees to pay the **reasonable attorney's fees and expenses of litigation** incurred by WCSD in connection with any protest arising out of this solicitation in which the District is the **prevailing party**.

1.11. Purchasing Policy

Participation in this solicitation constitutes acceptance of and agreement to comply with all applicable **WCSD Purchasing Policies, Procedures, and Regulations**, which are incorporated herein by reference.

1.12. Indemnification; Patent and Copyright

The successful Offeror shall indemnify, defend, and hold harmless WCSD, its officers, agents, and employees from and against any claims, damages, losses, or expenses arising from infringement of any patent, trademark, or copyright, **to the extent permitted by law**.

1.13. Suspension & Debarment

Offerors may be suspended or debarred from participation in WCSD procurements for cause, in accordance with District policy and Federal regulations (**2 C.F.R. Part 200, Appendix II**). Written notice of such action shall be provided, and the Offeror shall have the opportunity to respond prior to final determination.

2. Post Award

2.1. Assignment

The successful Offeror ("Contractor") shall not assign, transfer, or subcontract any portion of the contract, nor delegate any duties or obligations arising therefrom, without the **prior written consent** of the Walton County School District ("WCSD"). Any attempted assignment or transfer without such consent shall be null and void. Consent to assign shall not relieve the Contractor of its obligations under the contract

2.2. Cost of Inspection or Testing

All materials, equipment, or services furnished under this contract shall be subject to inspection and testing by WCSD to ensure compliance with specifications.

If any goods or services fail to meet specifications or contractual requirements, **the cost of inspection, testing, and replacement** shall be borne by the Contractor at no additional cost to WCSD.

2.3. Payment and Funding Contingency

2.3.1. The Contractor shall submit invoices upon completion of deliverables or milestones as specified in the contract or purchase order. Payment shall be made within thirty (30) calendar days of the later of (a) receipt of a proper invoice or (b) acceptance of goods or services by WCSD.

2.3.2. Payment is expressly contingent upon:

- Verification that goods and services were received in acceptable condition;
- Approval of all required funding, including E-rate commitments; and
- Appropriation of sufficient funds by the Walton County Board of Education.

2.3.3. WCSD shall not be responsible for payment of any goods or services provided prior to contract execution or before receipt of an official E-rate Funding Commitment Decision Letter (FCDL).

2.3.4. If E-rate funding or other appropriated funds are denied, delayed, reduced, or withdrawn, WCSD may terminate the contract **without penalty** and shall pay only for goods or services satisfactorily delivered and accepted up to the termination date.

2.3.5. WCSD's determination of funding availability or non-appropriation shall be final. No additional charges, fees, or damages shall be payable in the event of termination under this clause.

2.4. Termination

2.4.1. Termination for Default

If the Contractor fails to perform in accordance with any term or condition of the contract, including but not limited to **failure to comply with established project timelines, failure to deliver goods or services as specified, or engagement in any illegal, unethical, or improper conduct**, WCSD may issue a **written Notice of Default** specifying the nature of the failure and providing a **five (5)-day period to cure**.

Failure to cure within the specified period shall entitle WCSD to terminate the contract for default, procure substitute goods or services, and recover any excess costs from the Contractor.

Acts of **fraud, misrepresentation, conflict of interest, violation of E-rate program rules, or other conduct detrimental to the integrity of WCSD's procurement process** shall be deemed non-curable defaults and may result in **immediate termination**.

WCSD's right to terminate for default is **in addition to any other remedies provided by law**.

2.4.2. Termination for Convenience

WCSD reserves the right to terminate this contract, in whole or in part, **for convenience and without cause**, upon thirty (30) days' written notice to the Contractor.

In such event, WCSD shall pay for goods or services satisfactorily delivered and accepted up to the date of termination.

No other costs, fees, or damages shall be payable to the Contractor

2.5. Permits, Taxes, Licenses, and Compliance

The Contractor shall, at its sole expense:

1. Obtain and maintain all permits, licenses, and approvals required by law;
2. Pay all applicable taxes and fees, except those from which WCSD is exempt; and
3. Comply with all Federal, State, and local laws, ordinances, and regulations governing contract performance.

Failure to maintain required permits, licenses, or legal compliance constitutes a material breach and may result in termination for default under **Section 2.4**.

2.6. Progress Reports

Upon request by the WCSD Department of Technology, the Contractor shall furnish progress reports detailing performance status, milestones achieved, issues encountered, and corrective actions taken. WCSD reserves the right to withhold payment for failure to provide timely or accurate reports.

3. Other

3.1. Non-Discrimination

The Offeror, by submitting a proposal or accepting an award, agrees to comply fully with all applicable Federal and State laws prohibiting discrimination, including but not limited to:

- **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d)**;
- **Title IX of the Education Amendments of 1972 (20 U.S.C. §1681)**;
- **Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)**;
- **Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12131)**;
- **Age Discrimination Act of 1975 (42 U.S.C. §6101)**; and
- Applicable provisions of Georgia law.

The Offeror shall not discriminate against any person in employment practices, educational programs, services, or activities based on race, color, religion, sex, national origin, age, disability, marital status, or sexual orientation. WCSD maintains a policy of **equal opportunity and non-discrimination** in all procurement and contracting practices.

3.2. Drug-Free Workplace

By submission of a proposal, the Offeror certifies compliance with the **Georgia Drug-Free Workplace Act (O.C.G.A. §50-24-3)** and agrees to:

a. Provide a drug-free workplace during the performance of any resulting contract;
b. Ensure that no employee engaged in contract performance unlawfully manufactures, distributes, dispenses, possesses, or uses a controlled substance; and
c. Require the same certification from all subcontractors.

Violation of this provision or a false certification shall be grounds for contract suspension, termination, or debarment.

3.3. Certification of Non-Collusion

By submitting a proposal, the Offeror certifies that:

- The proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting another proposal for the same materials or services;

- The proposal is bona fide, fair, and not the result of any act of fraud, collusion, or conspiracy in restraint of trade in violation of **Federal antitrust laws (15 U.S.C. §1 et seq.)** or applicable Georgia law; and
- No attempt has been made to influence any employee or official of WCSD other than through lawful contact methods outlined in this RFP.

Collusive pricing and proposal rigging are violations of both Federal and State law and may result in criminal prosecution, civil damages, and disqualification from future WCSD solicitations.

3.4. Authorized Official

By signing a proposal, the Offeror certifies that the signatory is a duly authorized officer or agent with full legal authority to bind the Offeror to all terms, conditions, and obligations set forth in the proposal and any resulting contract.

3.5. Solicitation Termination

WCSD reserves the right to cancel or terminate this solicitation, in whole or in part, at any time **prior to contract execution**, without liability or obligation for any costs incurred by Offerors in preparing proposals. This clause does not apply once a contract has been executed.

3.6. Rights and Remedies

The rights and remedies reserved to WCSD under this RFP shall be **cumulative and in addition to** all other rights and remedies available at law or in equity. Failure of WCSD to enforce any term or condition shall not constitute a waiver of its rights to do so subsequently.

3.7. Confidentiality, Public Disclosure, and Audit Rights

3.7.1. Public Records Compliance

All materials, proposals, pricing, and supporting documentation submitted in response to this Request for Proposal (RFP) become the property of the Walton County School District (“WCSD”) and are subject to public disclosure under the **Georgia Open Records Act (O.C.G.A. §50-18-70 et seq.)**. WCSD cannot guarantee the confidentiality of any information marked as “proprietary” or “confidential.” By submitting a proposal, each Offeror acknowledges that WCSD must comply with applicable public-records laws and Federal Communications Commission (FCC) E-rate rules.

3.7.2. Disclosure of Pricing Information

Pricing and cost data submitted as part of a proposal or contract are not confidential and may be disclosed to comply with the Georgia Open

Records Act or E-rate audit requirements. WCSD may publish summary pricing, award amounts, or evaluation results as necessary for transparency or regulatory compliance. Offerors shall not restrict or condition such disclosure.

3.7.3. **Protection of WCSD Information**

The Contractor shall safeguard all WCSD data, network details, and other non-public information obtained during contract performance. Such information may be used solely for fulfilling contract obligations and may not be disclosed without WCSD's prior written consent, except as required by law.

3.8. Georgia Law

This RFP, any resulting contract, and all disputes arising therefrom shall be governed by and construed in accordance with the **laws of the State of Georgia**. The exclusive venue for any litigation shall be the **Superior Court of Walton County, Georgia**, and each party hereby consents to such jurisdiction and venue.

4. Additional Conditions

4.1. Categories of Award

The Walton County School District ("WCSD") reserves the right to:

4.1.1. Make a single award, multiple awards, or no award, whichever is determined to be in the **best interest of the District**;

4.1.2. Award by line item, group, or total proposal basis; and

4.1.3. Reject any or all proposals in whole or in part, or to waive minor technicalities or informalities.

The District's decision shall be final and conclusive.

4.2. Insurance and Risk Management

4.2.1. General Requirements

The Contractor shall, at its sole expense, obtain and maintain insurance coverage sufficient to protect both the Contractor and the Walton County School District ("WCSD") from claims arising out of or related to contract performance, including services, products, or operations performed under this agreement.

4.2.2. Minimum Coverage

The Contractor shall maintain, at a minimum, the following insurance coverage from insurers licensed to do business in Georgia and rated **A-, VII or higher** by A.M. Best:

- **Commercial General Liability:** Minimum $1,000,000 per occurrence / $2,000,000 aggregate.
- **Professional Liability / Errors and Omissions:** Minimum $2,000,000 per occurrence / $5,000,000 aggregate.
- **Workers' Compensation and Employer's Liability:** As required by Georgia law.
- **Automobile Liability:** Minimum $1,000,000 combined single limit per occurrence for all owned, hired, or non-owned vehicles.

4.2.3. Additional Requirements

- WCSD shall be named as an **Additional Insured** on all policies except Workers' Compensation.
- Certificates of Insurance must be furnished to WCSD within fifteen (15) calendar days of award notification and **before any work begins**.
- All policies shall provide **thirty (30) days' written notice** to WCSD prior to cancellation or material modification.
- Failure to maintain required coverage or provide evidence of insurance shall constitute a **material breach** and may result in **termination for default** under Section II.4.

4.2.4. Risk and Legal Compliance

The Contractor shall assume full responsibility for any loss, damage, or injury to persons or property resulting from its operations or the actions of its employees, agents, or subcontractors.

The Contractor shall also maintain all legally required permits and comply with all applicable Federal, State, and local regulations throughout the contract term.

Failure to maintain such compliance may result in immediate termination for default.

4.3. Debarment Status

By submitting a proposal, the Offeror certifies that neither it, nor any of its principals, subcontractors, or affiliates, are presently **debarred, suspended, or proposed for debarment** by any Federal department, agency, or the State of Georgia.

Verification shall be performed through the **System for Award Management (SAM.gov)** in accordance with **2 C.F.R. Part 180** and **2 C.F.R. §200.213**. Any Offeror awarded a contract exceeding **$25,000** shall be checked against the active exclusion list prior to award. If an Offeror is found to be debarred or

suspended after award, the contract shall be subject to immediate termination for default.

4.4. Award Letter

The Offeror receiving the highest evaluation and deemed to provide the **best value** will be issued a **Notice of Award**. The Notice of Award serves as notification of selection only and **does not constitute authorization to begin work**. A valid **purchase order or fully executed contract** must be issued by WCSD before goods or services may be delivered. No expenditures or commitments made prior to receipt of such authorization shall be reimbursable.

All awards are **contingent upon E-rate funding approval** and District ratification.

4.5. Submittals and Delivery

Offerors are solely responsible for ensuring that their proposals are received in the WCSD Department of Technology Office by the stated deadline. Proposals received after the deadline, regardless of the method of delivery, will not be considered.

If using a commercial carrier, the Offeror must ensure that delivery requirements and proper addressing information are clearly communicated to the carrier. WCSD shall not be responsible for misdelivery, courier errors, or premature opening due to improper labeling or addressing.

4.6. Mandatory Forms

The following forms must be completed, signed, and submitted with each proposal:

- Request for Sealed Proposal
- Offeror’s Checklist
- Appendix A: Offeror Certification and Compliance Form

The "Offeror Certification and Compliance Form" (Appendix A) is a consolidated document that includes and satisfies the requirements for the "Commitment to Perform as Proposed," "Debarment Certification," "Anti-Collusion Certification," and the "Required Forms Checklist".

Failure to submit any required form, or submission of incomplete or unsigned forms, shall render the proposal non-responsive and ineligible for award.

4.7. E-Rate and Record Retention

The Contractor shall comply with all audit and record-keeping requirements of the Federal Communications Commission (FCC) E-rate Program and the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.).

WCSD, the Georgia Department of Audits and Accounts, the Universal Service Administrative Company (USAC), and the FCC shall have the right to inspect, access, and audit all documents, invoices, and supporting materials related to this contract.

All records shall be retained for a minimum of **ten (10) years** following the last date of service or project completion, consistent with **47 C.F.R. § 54.516**. The Contractor shall fully cooperate with any audit or compliance review and furnish documentation within a reasonable timeframe upon request.

5. Request for Proposal

5.1. Purpose

Walton County School District (WCSD) is soliciting proposals from qualified vendors to provide E-Rate–eligible Internet services for seventeen (17) District locations. The contract will consist of an initial one-year term with up to four (4) optional one-year extensions, for a total term not to exceed sixty (60) months, subject to annual E-Rate funding approval. The purpose of this RFP is to obtain comprehensive solutions, support, and pricing for Internet services with symmetrical bandwidth options ranging from 2 Gbps to 10 Gbps.

The selected vendor must deliver a fully managed, end-to-end Internet solution, including all required network infrastructure, implementation services, connectivity, hardware, configuration, and ongoing network monitoring. The objective is to identify the most effective high-bandwidth Internet solution delivered over a fiber network.

The service must be delivered with guaranteed throughput and a fiber handoff to the District's head-end located at Youth Middle School (1804 Hwy 81, Loganville, GA 30052).

5.2. Background

WCSD serves approximately 14,700 students and 1,800 teachers, administrators, and support staff across 17 school and administrative facilities. The district operates a robust fiber-based network and relies on high-bandwidth

Internet connectivity to support instruction, administration, security, and digital learning.

The selected provider will supply mission-critical Internet connectivity that supports audio, video, VPN, web traffic, cloud services, online assessment, and other instructional applications.

5.3. Scope of Work

WCSD seeks one Internet Access circuit meeting the following requirements:

5.3.1. Bandwidth & Service Characteristics

5.3.1.1. Symmetrical bandwidth options from 2 Gbps to 10 Gbps (scalable in 1 Gbps increments).

5.3.1.2. Delivered over provider-owned fiber with a fiber handoff at Youth Middle School.

5.3.1.3. Service must support full utilization across all WCSD sites with guaranteed performance during peak usage.

5.3.1.4. Provider must supply any on-site equipment required for handoff to district-owned network hardware.

5.3.1.5. A minimum of /27 IPv4 block (29 assignable addresses)

5.3.1.6. Ability to provide at least 40 contiguous public IPs if required in the future.

5.3.1.7. No required firewall services; however, DDoS protection is preferred and should be described.

5.3.2. Eligible Services

All proposed services must meet FCC E-Rate Category 1 Internet Access program definitions.

5.3.3. Construction & Installation

5.3.3.1. If special construction or installation charges are required, they must be clearly itemized and separated from monthly recurring charges.

5.3.3.2. The district prefers proposals with fixed monthly recurring costs and no upfront construction fees.

5.3.3.3. If construction is included, provider must assist with all USAC review requirements.

5.3.4. Service Usage Support

The service must support common K-12 application types, including:

- Video streaming
- Digital learning platforms
- Cloud-hosted resources
- VPN (IPsec/SSL)
- VoIP

- Email and web traffic
- State assessment systems

5.4. Technical Capabilities

5.4.1. Methodologies

The Offeror shall provide a detailed description of the methodologies, processes, and procedures that will be used to fulfill the requirements of this RFP. At a minimum, the response shall include:

1. *Overview of Proposed Internet Service*
   A clear, comprehensive overview of the proposed Internet Access service, including technical specifications, delivery methods, and key service components.

2. *Service Delivery Methodology*
   A detailed explanation of how the Offeror will deliver, manage, and maintain the Internet service, including implementation processes, configuration procedures, and ongoing operational support.

3. *Network Monitoring & Management Approach*
   A description of the Offeror's proactive monitoring and network management tools and processes, including how service levels will be maintained with minimal unplanned outages.

4. *Commitment to Reliability and Scalability*
   An explanation of the Offeror's approach to ensuring high availability, long-term serviceability, and the ability to scale bandwidth to support the evolving needs of the Walton County School District (WCSD).

5. *Provider Qualifications*
   A statement describing why the Offeror's organization is best suited to meet WCSD's requirements, including unique capabilities, differentiators, and relevant strengths.

5.4.2. Capabilities

The Offeror shall:

1. Provide a sample project plan from contract award (estimated March 2026) through user training. The plan must define roles and responsibilities for both the provider and WCSD, and include planning, provisioning, installation, testing, and activation milestones.

2. Describe the provisioning and installation process, including phases, time intervals, and procedures for moves, additions, and changes.
3. Describe the process for troubleshooting and service repair, from issue detection through resolution.
4. Describe performance remedies and SLA commitments when provisioning intervals or installation timelines are not met.
5. Describe the network monitoring systems, alert thresholds, reporting capabilities, and procedures for proactive notification to WCSD.
6. Describe the customer-initiated outage reporting process.
7. Provide details on real-time traffic visibility tools available to WCSD.
8. Describe response times for emergency and critical issues, including after-hours response.
9. A comprehensive Service Level Agreement (SLA) outlining:
    - End-to-end availability
    - Guaranteed time to repair
    - Packet delivery performance
    - Latency and jitter commitments
10. Details on bandwidth modification flexibility, including the ability to upgrade or downgrade bandwidth (e.g., 2–10 Gbps) during the contract term.
11. A description of any vendor-imposed limits, filters, caps, or rate-limiting, including those based on ports, protocols, usage, or time of day.
12. Describe measures to ensure security of vendor-managed network equipment, including remote access protections.
13. Describe the security controls used to protect infrastructure supporting WCSD's services.
14. Explain processes for identifying and notifying WCSD of malicious outbound traffic (e.g., malware, spam).
15. Describe DDoS mitigation capabilities or similar protections.
16. Describe all authentication methods and tools used to secure access to network components relevant to the service.
17. Identify all equipment to be installed, including variations for bandwidth options between 2 Gbps and 10 Gbps.
18. Identify any additional requirements or dependencies related to installed equipment.
19. Describe the ability for WCSD to access vendor-managed equipment, where applicable.
20. Ability to support a minimum of /27 IPv4 block (29 assignable addresses)
21. Ability to support additional public IP addresses if needed.

22. Describe all levels of account support, including roles such as account manager and service manager.
23. Provide the escalation process, including named contacts for provisioning, implementation, billing, and technical issues (name, title, address, phone, cell, and email).
24. Describe support hours of operation and details about 24×7×365 availability.
25. Describe the customer billing process, including a sample bill that identifies charges by site, service type, taxes, and fees.
26. State the customer's ability to withhold payment on disputed charges without penalty until the dispute is resolved.
27. Describe limitations on how far back customers may audit and dispute charges.
28. Provide the vendor's back-billing policy.
29. Describe the ability to provide monthly management reports, including:
    - Contract compliance
    - Billing summaries
    - Trouble-ticketing
    - Usage
    - Service inventory
30. Indicate whether additional fees apply.
31. List all relevant awards, certifications, or authorizations, including any additional recognitions related to the service offering.
32. Describe chronic failure guarantees and WCSD's right to terminate service if SLA thresholds are not met for two consecutive months.

5.5. General Requirements

Offerors shall include, at a minimum:

1. A detailed **Scope of Work (SOW)** describing all tasks, deliverables, and milestones;
2. A **project timeline** including proposed delivery, configuration assistance, and completion;
3. A **technical approach** demonstrating compliance with industry best practices for K-12 network security;
4. A statement of **experience** implementing firewall or network-security solutions for school systems of comparable size; and
5. **References** from at least three educational clients, including one Georgia K-12 district.

All equipment shall be **new and factory-sealed**. Refurbished or reconditioned products will not be accepted.

5.6. Minimum Requirements

The Offeror shall:

1. Assume full responsibility for service procurement, implementation, and support;
2. Acknowledge that **no work shall commence prior to E-rate funding commitment** and Board authorization;
3. Hold a valid **Service Provider Identification Number (SPIN)** issued by USAC and maintain an active **Service Provider Annual Certification (SPAC)** (Form 473) filed prior to **July 1** of the funding year;
4. Offer the **Lowest Corresponding Price (LCP)** in accordance with **47 C.F.R. § 54.511(b)**;
5. Comply with all **E-rate gift and ethics rules** (47 C.F.R. § 54.503(d)(1)); and
6. Maintain compliance with all Federal, State, and local procurement and contract-performance laws.

Failure to meet these minimum requirements shall render the proposal **non-responsive** and ineligible for award.

5.7. Basis of Award

Proposals will be evaluated using a **best-value** methodology consistent with **O.C.G.A. § 36-91-21** and FCC E-rate regulations.

Evaluation Criteria	**Weight**
Price (of eligible goods and services)	40 points
Technical Capabilities and Compliance	30 points
Experience in K-12 Deployments	15 points
Local or In-State Preference	15 points
Total	100 points

Note: Price for eligible goods and services shall be the most heavily weighted factor, consistent with 47 C.F.R. § 54.511(a).

The District reserves the right to make award to the Offeror providing the best overall value to WCSD.

5.8. Preparing the Proposal

Each section of the proposal shall begin on a separate page. Pages shall be numbered consecutively within each section. Proposals must be complete, clear, and concise.

Proposals failing to comply with these instructions may be deemed **non-responsive**.

6. Business Stability

6.1. 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 WCSD for negotiations 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.

6.2. Financial Status

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

- 6.2.1. Two (2) years of audited financial statements
- 6.2.2. Evidence of a credit facility in place that can fund facility and operating needs
- 6.2.3. If your organization has ever declared bankruptcy or failed to satisfy an obligation to a creditor
- 6.2.4. 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

6.3. References

List as references (names, address, contact persons, phone number) and a minimum of three clients of similar size and nature to WCSD 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 three (3) written

references from current or previous clients. At least one reference must be from a school district in the State of Georgia.

6.4. Previous Default

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

6.5. 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 proposal non-responsive and ineligible for award.

7. Price

7.1. General Pricing Requirements

Offerors shall submit a comprehensive and itemized pricing proposal encompassing the total cost of all goods, materials, licenses, warranties, maintenance, and services required under this solicitation.

All pricing shall be firm and fixed for a period of not less than one (1) year from the date of contract award. No price increases, surcharges, or additional fees shall be permitted unless expressly approved by WCSD in writing through a formal contract amendment.

7.2. E-rate Eligible and Ineligible Costs

Offerors must distinctly identify all E-rate eligible and E-rate ineligible products and services in their price proposal. Each item shall be clearly labeled as "E-rate Eligible" or "E-rate Ineligible" and include corresponding subtotals.

E-rate eligibility determinations shall be made in accordance with the Federal Communications Commission (FCC) Schools and Libraries Program (E-rate) rules set forth in 47 C.F.R. Part 54, including §54.502 (Eligible Services List).

Failure to properly segregate eligible and ineligible costs may result in a determination of non-responsiveness.

7.3. Detailed Price Schedule

Offerors shall submit pricing in an itemized table or spreadsheet format, including at a minimum:

1. Manufacturer name, product number, and description;
2. Quantity and unit cost;
3. Extended cost per line item;
4. Identification of E-rate eligibility (Yes/No);
5. Total cost of eligible items; and
6. Grand total of all proposed costs.

All pricing shall include delivery, freight, installation, warranty, and any ancillary or non-recurring charges. No hidden or undisclosed costs shall be permitted after award.

7.4. Lowest Corresponding Price (LCP) Compliance

The Offeror shall certify compliance with the Lowest Corresponding Price (LCP) rule in accordance with 47 C.F.R. §54.511(b), ensuring that WCSD is charged no higher price than those offered to similarly situated non-residential customers for comparable services or equipment.

Failure to comply with the LCP rule may result in disqualification, contract termination, or reporting to the Universal Service Administrative Company (USAC) and the FCC Enforcement Bureau.

7.5. Taxes and Fees

The Walton County School District (WCSD) is exempt from Georgia State sales tax and Federal excise tax; therefore, such taxes shall not be included in any proposal pricing.

The Contractor shall be responsible for all other applicable fees, duties, permits, and costs necessary to complete the scope of work, except where specifically exempt by law.

Any taxes or fees erroneously charged to WCSD shall be credited or refunded immediately upon notification. The Offeror's proposed prices shall be deemed inclusive of all other required expenses, including delivery, freight, and insurance.

7.6. Price Narrative

In addition to the itemized cost schedule, Offerors shall provide a narrative description explaining the cost structure, including:

- Basis of pricing (e.g., manufacturer list price less discount, GSA schedule, cooperative pricing, etc.);
- Included services (installation, configuration, support); and
- Any optional or alternate service levels, add-ons, or extended warranties.

The narrative shall clearly explain any assumptions or dependencies associated with pricing.

7.7. Invoicing and E-rate Funding Procedures

Following award, the Contractor shall cooperate fully with WCSD in all E-rate invoicing and reimbursement processes, including:

1. Service Provider Invoice (SPI – FCC Form 474) submissions, or
2. Billed Entity Applicant Reimbursement (BEAR – FCC Form 472) processes, as applicable.

Invoices shall include WCSD's E-rate Funding Request Number (FRN), project name, and purchase order reference. No invoice shall be issued or payment made prior to receipt of E-rate funding approval and District authorization.

7.8. Pricing Errors and Adjustments

WCSD reserves the right to reject any proposal containing mathematical errors, inconsistencies, or omissions. Corrections shall be made only with WCSD's written approval and shall not result in an increase to the total evaluated price.

7.9. Price Evaluation

Pricing will be evaluated as part of the overall best-value determination in accordance with the criteria specified in Section 5.6. – Basis of Award. In compliance with 47 C.F.R. §54.511(a), the price of E-rate eligible goods and services shall be the most heavily weighted factor in the selection process.

7.10. Price Certification

By submission of a proposal, the Offeror certifies that:

1. All pricing is accurate, complete, and inclusive of all costs required to perform the contract;
2. No additional charges will be applied post-award unless approved in writing by WCSD;
3. The Offeror has not engaged in any anti-competitive, collusive, or deceptive pricing practices; and
4. All proposed pricing complies with the E-rate Program, Georgia procurement law, and WCSD Purchasing Policy.

APPENDIX A

Offeror Certification and Compliance Form

(Required for All Proposal Submissions)

Purpose

This form consolidates all required certifications and acknowledgments for compliance with **Federal Communications Commission (FCC) E-rate Program rules (47 C.F.R. Part 54)**, **Georgia procurement law (O.C.G.A. §36-91-21)**, and the **Walton County School District (WCSD)** purchasing policies. Failure to complete, sign, and return this form will render the proposal **non-responsive**.

1. Commitment to Perform as Proposed

The Offeror affirms it has adequate personnel, resources, and financial capacity to perform as proposed and agrees that all statements and representations in its submission are accurate and binding for the term of any resulting contract.

Offeror Initials: _____

2. Debarment and Suspension Certification

The Offeror certifies that neither it nor its principals, officers, or affiliates are debarred, suspended, proposed for debarment, or declared ineligible from participation in any Federal or State program, including the **FCC E-rate Program** under **47 C.F.R. §54.8**, and will promptly notify WCSD of any change in this status.

Offeror Initials: _____

3. Anti-Collusion and Ethics Certification

The Offeror certifies that this proposal was developed independently, without collusion or communication with any other Offeror or competitor, and that no gratuity, favor, or thing of value has been offered to any WCSD employee, officer, or agent in connection with this procurement. The Offeror agrees to comply with **15 U.S.C. §1 et seq.**, **O.C.G.A. §16-10-22**, and **FCC E-rate gift rules (47 C.F.R. §54.503(d))**.

Offeror Initials: _____

4. Conflict of Interest and Ethics Disclosure

The Offeror must disclose any immediate family, financial, or organizational relationships with WCSD employees, Board members, or officials.

☐ No known conflicts exist
☐ Conflicts disclosed below or attached:

_____
_____
_____

The Offeror certifies this disclosure is complete and will be updated if any new conflicts arise.

Offeror Initials: _____

5. Required Forms Checklist (Verification)

By signing this form, the Offeror verifies that the following are included in its proposal:
☑ Offeror Certification and Compliance Form (this page)
☑ Technical Proposal and Pricing Schedule
☑ References and Experience Statement
☑ Timeline / Implementation Plan
☑ All requested attachments and addenda acknowledgments

Offeror Initials: _____

6. E-rate Program Compliance Certification

The Offeror certifies that:

1. It holds a valid **Service Provider Identification Number (SPIN): _____**
2. It has filed a current **Service Provider Annual Certification (SPAC – FCC Form 473)** for the applicable funding year.
3. It will comply with all **FCC E-rate rules** including §§54.503, 54.511, and 54.516, and retain related documentation for at least **ten (10) years**.
4. It will cooperate fully with WCSD and **USAC** during any audits or funding reviews.

Offeror Initials: _____

7. IRS Form W-9 (Taxpayer Identification)

Attach a **current signed IRS Form W-9** to this form.
Tax ID / EIN: _____
Offeror Initials: _____

8. Certification and Acknowledgment

By signing below, the Offeror certifies that all information provided herein is true and complete, and agrees that:

- False or misleading information may result in contract termination, disqualification, or legal action.
- WCSD may verify any statement contained in this form for compliance purposes.

Offeror / Company Name: _____

Authorized Representative (Print): _____

Title: _____

Signature: _____ **Date:** _____

Email: _____ **Phone:** _____

WCSD Use Only
☐ Verified Complete ☐ Incomplete ☐ Follow-up Required

Verified by: _____ Date: _____

APPENDIX B - Contract

WCSD CONTRACT FOR BROADBAND INTERNET CIRCUIT

CONTRACT made this _____ **day of _____, 2026** , between Walton 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 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 shall govern.

2. E-rate Program Compliance

2.1. E-Rate Eligibility and Participation

Vendor must maintain a valid Service Provider Identification Number (SPIN) and an active Service Provider Annual Certification (SPAC; FCC Form 473) for each Funding Year in which services are provided under this Contract. All services, pricing, documentation, and procedures must comply with FCC rules for the Schools and Libraries Program (E-Rate), including but not limited to 47 C.F.R. §§ 54.500–54.523. Vendor shall comply with the Lowest Corresponding Price (LCP) rule at all times and warrants that all pricing in this Contract reflects the lowest price offered to similarly situated non-residential customers for similar services. Any LCP violations must be corrected through retroactive credits or refunds to the District.

2.2. Service Delivery and Funding Year Restrictions

Recurring services may not begin prior to July 1 of the applicable Funding Year unless expressly permitted by FCC rules. Non-recurring services, including but not limited to installation and special construction, must be completed in accordance with all applicable E-Rate deadlines, including substantial completion by June 30 of the Funding Year unless USAC or the FCC grants an extension. Vendor shall notify the District promptly of any issue that may impact E-Rate eligibility, timing, permitting, or compliance.

2.3. Service Substitutions and Entity Modifications

Vendor shall support and cooperate with all E-Rate-required service substitutions, entity modifications, Form 500 filings, and adjustments necessitated by District changes such as school closures, consolidations, boundary realignments, or new site additions. All substitutions or changes must comply with FCC and USAC rules and must remain fully documented and eligible.

2.4. Documentation, Transparency, and Cost Allocation

Vendor must clearly identify all E-Rate eligible and ineligible components of the services

provided under this Contract. Vendor may not combine eligible and ineligible items in a single line item unless a clear, reasonable, and USAC-compliant cost allocation is supplied. Vendor shall provide the District with sufficient detail to support all E-Rate funding requests, including site-level and circuit-level detail, recurring and non-recurring charges, eligible-versus-ineligible breakdowns, and documentation supporting partial eligibility. Vendor shall provide requested eligibility clarification within five (5) business days.

2.5. Invoicing and Reimbursement (SPI Required)

The Parties agree that the Service Provider Invoice (SPI) method (FCC Form 474) is the required invoicing method for all eligible services under this Contract. Vendor shall bill USAC directly for the discounted portion and shall bill the District only for the non-discount (applicant) share. Vendor shall not invoice the District for the discounted portion of any E-Rate-eligible charges. Any discounted amounts billed to or paid by the District must be refunded or credited within twenty (20) business days. Vendor is responsible for submitting timely and accurate SPI invoices, requesting extensions when necessary, correcting any invoice rejections by USAC, and ensuring that all invoices include Funding Year dates, FRNs, site/circuit identifiers, and clear eligible/ineligible distinctions. Vendor shall issue corresponding credits or refunds within twenty (20) business days if USAC adjusts disbursements.

2.6. Record Retention (10-Year Requirement)

Vendor shall maintain all documentation required by 47 C.F.R. §54.516 for ten (10) years after the last date of service for each Funding Year. Such documentation includes, but is not limited to: bids, bid evaluations, contracts, amendments, cost allocations, invoices, delivery records, installation records, usage and performance data, troubleshooting logs, and all communications related to E-Rate compliance. Vendor shall provide such documentation to the District, USAC, the FCC, auditors, or other authorized parties within ten (10) business days of request or sooner if required by an audit directive.

2.7. Service Levels (SLA) and Reporting

Vendor shall meet or exceed the following minimum service levels unless stricter requirements are specified elsewhere in the Contract: network availability of at least 99.9% monthly; latency of no more than 15 ms metro and 35 ms regional; packet loss not to exceed 0.1%; and Mean Time to Restore (MTTR) not to exceed four (4) hours for Priority 1 outages. Failure to meet any SLA metric for any month entitles the District to a service credit of [X]% of the Monthly Recurring Charge (MRC) for each affected circuit and each unmet metric, without limiting the District's other contractual remedies.

2.8. Audit Cooperation

Vendor shall fully cooperate with all USAC, FCC, state, or federal audits, reviews, investigations, and PIA inquiries. Vendor shall provide timely, complete, and accurate responses to all requests for information or documentation relevant to services provided under this Contract.

2.9. Vendor Responsibility for E-Rate Non-Compliance

If USAC, the FCC, or any auditor determines that funding must be denied, reduced, or recovered because of Vendor's acts, omissions, misrepresentations, failure to provide eligibility/cost allocation transparency, LCP violations, improper invoicing, or failure to maintain required

documentation, Vendor shall be solely responsible for all such repayments, offsets, penalties, interest, and fees. Vendor shall indemnify, defend, and hold the District harmless from any recovery actions, including COMAD or RIDF actions, resulting from Vendor's non-compliance. If the District paid amounts that should have been discounted or were deemed ineligible due to Vendor non-compliance, Vendor must refund or credit such amounts to the District within thirty (30) calendar days.

2.10. Funding Contingency

The District's obligation to pay the discounted portion of eligible services is contingent upon issuance of a Funding Commitment Decision Letter (FCDL) from USAC. If funding is denied, reduced, rescinded, or delayed for reasons not caused by the District, the District may, at its sole discretion: (a) reduce service scope; (b) pay for any ineligible or unfunded portion; or (c) terminate the affected services without penalty.

2.11. Ineligible Sites or Services

If the District elects to maintain services to any ineligible site or for any ineligible component, Vendor shall separately itemize such ineligible charges, exclude such charges from all SPI submissions, and maintain documentation showing that such charges were not submitted to USAC.

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

4.1. Base Term

This Contract shall commence on July 1, 2026 ("Effective Service Date") and shall terminate at 11:59 p.m. Eastern Time on June 30, 2027 ("Base Year"), unless earlier terminated as provided herein.

4.2. Optional Renewal Terms

The District may, at its sole discretion, renew this Contract for up to four (4) successive one-year Renewal Terms. Renewal Terms shall not be automatic. Each Renewal Term shall become effective only upon execution of a Renewal Pricing Addendum signed by both Parties before the beginning of the applicable E-Rate Funding Year.

4.3. Renewal Pricing Addendum

For each Renewal Term, the Parties shall execute a Renewal Pricing Addendum that clearly sets forth:

- The Funding Year term dates;

- The District's total financial obligation for that Funding Year (required by O.C.G.A. §20-2-506);
- All applicable Monthly Recurring Charges (MRCs) and Non-Recurring Charges (NRCs);
- Any changes to service levels, including bandwidth increases or decreases;
- Confirmation of Vendor compliance with E-Rate Program rules;
- Confirmation that pricing complies with the Lowest Corresponding Price (LCP) rule.

Pricing shall not be binding unless included in a fully executed Renewal Pricing Addendum.

4.4. Annual Total Financial Obligation (O.C.G.A. §20-2-506(b))

Pursuant to O.C.G.A. §20-2-506(b), this Contract must contain the District's total financial obligation for each calendar year of the Contract, including potential renewal years. The total financial obligations for all years of this Contract are based on the Cost Proposal/Quote included in **Exhibit 1**, as such pricing may be updated or modified through a fully executed **Renewal Pricing Addendum** for each Renewal Term.

Because service levels and pricing for Renewal Terms may change based on District needs (including bandwidth or service-level adjustments allowed under E-Rate rules), the District's financial obligation for all Renewal Terms will be finalized only through the executed Renewal Pricing Addendum for the applicable year.

The total obligation under this Contract is as follows:

Contract Year	Total District Obligation
2026–2027	$ *enter amount from Exhibit 1*
2027–2028	$ **TBD — amount to be based on Exhibit 1 pricing and set in Renewal Pricing Addendum**
2028–2029	$ **TBD — amount to be based on Exhibit 1 pricing and set in Renewal Pricing Addendum**
2029–2030	$ **TBD — amount to be based on Exhibit 1 pricing and set in Renewal Pricing Addendum**

4.5. No Obligation to Renew

The District retains full discretion to decline renewal for any reason and may do so without penalty. Contractor acknowledges that the District's obligation terminates absolutely on June 30 of each year unless renewed consistent with O.C.G.A. §20-2-506.

4.6. Funding Contingency

The District's financial obligation for each Funding Year is contingent upon issuance of a Funding Commitment Decision Letter (FCDL) by USAC, unless the District elects to self-fund. If funding

is reduced, denied, rescinded, or delayed for reasons not caused by the District, the District may modify service scope, pay only the non-discounted portion, or terminate the affected services without penalty.

4.7. Service Continuity

If the District elects not to renew for a subsequent year, Contractor shall continue providing services through June 30 of the current Funding Year, and the District shall pay only for accepted services provided during that year.

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.

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.

7.1.1. The Board reasonably believes that sufficiently legally available funds can be obtained to make all payments due hereunder.

7.1.2. The Board must notify the Contractor immediately if funds to meet the Board's obligations become unavailable.

7.1.3. 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.

7.2.1. 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.

7.2.2. 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.

7.2.3. 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.

7.2.4. The District is not required to terminate a contract even though the circumstances permit such an action.

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:

7.3.1. Insolvent;

7.3.2. Makes a general assignment for the benefit of creditors;

7.3.3. Files a voluntary petition of bankruptcy;

7.3.4. Suffers or permits the appointment of a receiver for its business or assets;

7.3.5. Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or

7.3.6. 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.

7.5.1. 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:

7.5.1.1. Reasonable costs incurred through the date of notice of termination (not the effective date of termination), and

7.5.1.2. 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.

7.8 Contingency Clause:

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

1. Board Approval – WCSD's Board of Education must approve of this Managed WAN

solution.

2. **Superintendent Approval –** WCSD's Superintendent must approve this Managed WAN solution.

3. **Legal Counsel Approval --** WCSD's legal counsel must review and approve the terms of a WCSD contract to ensure compliance with applicable laws.

4. **USAC Approval –** WCSD must receive approval for funding from the Universal Service Administrative Company (USAC) under the E-Rate program.

5. **Availability of District Funds –** The availability of sufficient District funds to support the purchase by WCSD.

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

10.2.1. Only collect Data necessary to fulfill its duties as outlined in the written agreement between District and Contractor.

10.2.2. Only use Data for the purpose of fulfilling its duties under the agreement between the parties.

10.2.3. 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.

10.2.4. 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 (PPPA)

To the extent required by applicable law, Contractor's compliance with the requirements of the Protections of Pupil Rights Amendment (PPPA) 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.

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.

11.3.1. "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.

11.3.2. "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.

13.6. 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.

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.

15.4.1. 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 this state at reasonable times during normal business hours.

16. Contractor Compliance with O.C.G.A. § 50-5-85

16.1. Compliance with the requirements of O.C.G.A. § 50-5-85 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. § 50-5-85

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:

20.2.1. Personal injury or death;

20.2.2. Defect or deficiency caused by willful misconduct or fraud on the part of the Contractor; or

20.2.3. 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.

21.1.1. Personnel assigned by the Contractor shall have all professional licenses required to perform the Services.

21.1.2. 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:

23.1.1. For backup, archive or emergency restart purposes;

23.1.2. For disaster recovery and disaster recovery testing purposes;

23.1.3. To migrate the Software for use on other computers and/or hardware; and

23.1.4. 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:

24.1.1. Lease, loan, resell, sublicense or otherwise distribute the Software to entities or individuals who are not party to this Contract;

24.1.2. Permit third-party access to, or use of, the Software, except as permitted in the Contract;

24.1.3. Create derivative works based on the Software;

24.1.4. Reverse engineer, disassemble, or decompile the Software; or

24.1.5. 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) 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:

29.1.1. Procure for the District the right to continue using the Software, Licenses and Services;

29.1.2. Replace or modify the same so that it becomes non-infringing; or

29.1.3. 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:

29.2.1. Compliance with design plans or specifications furnished by or on behalf of the District as to the Software;

29.2.2. Use of the Software in combination with apparatus or devices not supplied by Contractor;

29.2.3. Use of the Software in a manner for which the same was neither designed nor contemplated; or

29.2.4. 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, 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.

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

Walton County School District:
Chip Underwood, Superintendent
200 Double Springs Church Road
Monroe, Georgia 30656

With copy to:

Andrea Jolliffe, Director of Legal and Policy
200 Double Springs Church Road
Monroe, Georgia 30656

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:

33.2.1. First, by giving preference to the specific provisions of this Contract, any accepted amendments, and Exhibit 1;

33.2.2. Second, by giving preference to the specific provisions of the RFP or IFB.

33.2.3. 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

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

35.2.2. 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

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.

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.

ATTACHMENT(S):

EXHIBIT 1 – Cost Proposal/Quote

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

District	Contractor
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

District	Contractor
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

WCSD Contract Extension Addenda – All Renewal Years

Walton County School District – Contract Extension Agreement (Renewal Year 1 of 4)

Funding Year 2027 (July 1, 2027 – June 30, 2028)

Walton County School District ("District") and [Vendor Name] ("Contractor") entered into a Contract on July 1, 2026 ("Contract"), which authorizes up to four (4) additional one-year renewal periods not to exceed a total of five consecutive years.

Pursuant to Section 4 of the Contract, this Contract Extension Agreement serves as the District's authorization to renew the Contract for Funding Year 2027 and constitutes the Renewal Pricing Addendum for this Renewal Term.

1. Renewal Term

July 1, 2027 through June 30, 2028

2. Renewal Pricing Addendum (Required by O.C.G.A. §20-2-506)

Monthly Recurring Charges (MRC): $ _____ per month
Non-Recurring Charges (NRC): $ _____
Total District Obligation FY 2027–2028: $ _____

3. Service Levels for This Renewal Term

_____
_____

4. E-Rate Certifications

Contractor certifies SPIN validity, LCP compliance, Form 473 filing, eligibility, and 10-year documentation retention.

5. Signatures

Vendor Name	Contractor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

Walton County School District – Contract Extension Agreement (Renewal Year 2 of 4)

Funding Year 2028 (July 1, 2028 – June 30, 2029)

Walton County School District ("District") and [Vendor Name] ("Contractor") entered into a Contract on July 1, 2026 ("Contract"), which authorizes up to four (4) additional one-year renewal periods not to exceed a total of five consecutive years.

Pursuant to Section 4 of the Contract, this Contract Extension Agreement serves as the District's authorization to renew the Contract for Funding Year 2028 and constitutes the Renewal Pricing Addendum for this Renewal Term.

1. Renewal Term

July 1, 2028 through June 30, 2029

2. Renewal Pricing Addendum

Monthly Recurring Charges (MRC): $ _____ per month
Non-Recurring Charges (NRC): $ _____
Total District Obligation FY 2028–2029: $ _____

3. Service Levels for This Renewal Term

_____
_____

4. E-Rate Certifications

Contractor certifies SPIN validity, LCP compliance, Form 473 filing, eligibility, and record retention.

5. Signatures

Walton County School District	Contractor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

_

WCSD – Contract Extension Agreement (Renewal Year 3 of 4)

Funding Year 2029 (July 1, 2029 – June 30, 2030)

Walton County School District ("District") and [Vendor Name] ("Contractor") entered into a Contract on July 1, 2026 ("Contract"), which authorizes up to four (4) additional one-year renewal periods not to exceed a total of five consecutive years.

Pursuant to Section 4 of the Contract, this Contract Extension Agreement serves as the District's authorization to renew the Contract for Funding Year 2029 and constitutes the Renewal Pricing Addendum for this Renewal Term.

1. Renewal Term

July 1, 2029 through June 30, 2030

2. Renewal Pricing Addendum

Monthly Recurring Charges (MRC): $ _____ per month
Non-Recurring Charges (NRC): $ _____
Total District Obligation FY 2029–2030: $ _____

3. Service Levels for This Renewal Term

_____
_____

4. E-Rate Certifications

Contractor certifies compliance with all E-Rate requirements.

5. Signatures

Walton County School District	Contractor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

WCSD – Contract Extension Agreement (Renewal Year 4 of 4)

Funding Year 2030 (July 1, 2030 – June 30, 2031)

Walton County School District ("District") and [Vendor Name] ("Contractor") entered into a Contract on July 1, 2026 ("Contract"), which authorizes up to four (4) additional one-year renewal periods not to exceed a total of five consecutive years.

Pursuant to Section 4 of the Contract, this Contract Extension Agreement serves as the District's authorization to renew the Contract for Funding Year 2030 and constitutes the Renewal Pricing Addendum for this Renewal Term.

1. Renewal Term

July 1, 2030 through June 30, 2031

2. Renewal Pricing Addendum

Monthly Recurring Charges (MRC): $ _____ per month
Non-Recurring Charges (NRC): $ _____
Total District Obligation FY 2030–2031: $ _____

3. Service Levels for This Renewal Term

_____
_____

4. E-Rate Certifications

Contractor confirms SPIN, LCP compliance, Form 473 filing, and documentation retention.

5. Signatures

Walton County School District	Contractor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____