



**SCHOOL DISTRICT OF JEFFERSON
COUNTY PUBLIC SCHOOLS,
LOUISVILLE, KENTUCKY**

REQUEST FOR PROPOSAL

#3157

COMPETITIVE NEGOTIATION

FOR

**WIDE AREA NETWORK (WAN)
PHASE 2**

PROPOSAL RETURN DATE:

**MONDAY, DECEMBER 15, 2025
TIME: 11:00 A.M., E.T.**

DEFINITIONS

ADDENDA

Written or graphic instruments issued by the contracting officer prior to the execution of the contract which modify or interpret the proposal documents by additions, deletions, clarifications or corrections.

PROPOSAL

A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein (sent in separate email) supported by data called for by the RFP documents.

PROPOSED CONTRACT SUM

The sum stated in the proposal for which the proposer offers to perform the work described in the specifications and other documents composing the RFP.

OFFEROR

One who submits a proposal for contract with the Board for the work described in the RFP.

PROPOSING DOCUMENTS

Proposing documents include the Advertisement, Request For Proposals, Instructions to Proposers, Proposal Form and the Proposed Contract Documents, including any addenda prior to receipt of proposals.

All definitions set forth in the General Conditions of the contract for services or in other contract documents and the Board's Procurement Regulations are applicable to the proposing documents.

RFP

Request For Proposals

MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Jefferson County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this RFP and the Model Procurement Regulations, the Regulations shall control. A copy of these regulations may be obtained by contacting the Purchasing/Bid Department or at <https://www.jefferson.kyschools.us/sites/default/files/ModelProcurement.pdf>. It is the responsibility of the offeror to be familiar with these Regulations.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

NOTE: THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

“STATEMENT PURSUANT TO KRS 45A.990”

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR, OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.

INSTRUCTIONS AND CONDITIONS

ARTICLE 1 - INVITATION

- 1.1 Sealed proposals will be received by the Purchasing/Bid Department, Jefferson County Public Schools, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Bldg. 1, Room 164, Louisville, Kentucky 40209, in the manner and on the date hereinafter specified for the furnishing of all equipment and services necessary to provide **Wide Area Network (WAN) Phase 2**.
- 1.2 Additional copies of the RFP may be obtained or on the JCPS web site: www.jefferson.kyschools.us/about/business prior to the date and time specified for opening.

ARTICLE 2 - PRE-PROPOSAL CONFERENCE

- 2.1 A pre-proposal conference shall be conducted to explain the procurement requirements. This conference shall be open to the public and all prospective vendors receiving invitations.
- 2.2 The conference will be held at **9:00 a.m. - 11:00 a.m., Eastern Time, Tuesday, November 25, 2025 in Conference room AB, Room # 145/146, at C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209**. This will give vendors the opportunity to become familiar with this RFP. Nothing stated at the pre-bid conference shall change the request for proposal unless the change is made by written addenda.
- 2.3 Questions shall be submitted in writing or via email to Wyatt Wynn, Director of Purchasing/Bids (purchasingbids@jefferson.kyschools.us) no later than **3:00 p.m., Friday, November 21, 2025**. All questions will be addressed and read aloud at the pre-bid conference. Additional questions will be accepted at the conference and none thereafter. All questions and responses will also be posted on the website where this proposal is displayed by **4:00 p.m., Wednesday, November 26, 2025**.

ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **11:00 a.m., Eastern Time, Monday, December 15, 2025**. All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any proposals received after scheduled time of opening will be returned unopened to the offeror.

ARTICLE 4 - SUBMISSION OF PROPOSALS

- 4.1 **Email Submissions Only Will Be Accepted.**

Proposals must be EMAILED on or before the RFP opening date and time to the attention of Wyatt Wynn, (Director of Purchasing), JCPS.Sealed-Bids@jefferson.kyschools.us

All proposals will be opened in the Purchasing/Bid Department Conference Room of the C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209. The Board of Education cannot assume the responsibility for any delay as a result of failure of email servers to deliver proposals on time. The proposals will not be opened to the public nor be disclosed to unauthorized persons prior to the award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data. Any quotes received after scheduled time of opening will be returned unopened to the vendor.

Any unauthorized contact with any other official or employee in connection with this Request for Proposal is prohibited and shall be cause for disqualification of the proposer.

- 4.2 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.
- 4.3 Each proposer by submission of proposal releases Jefferson County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the RFP process and the selection of the provider.

ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the COST SCHEDULE FORMS attached hereto.
- 5.2 All blanks on the RFP form shall be filled in and all support data shall be furnished. (Failure to do so will subject your quotation to rejection.)
- 5.3 The COST SCHEDULE FORM containing prices is to be submitted by separate email from the Proposal Form. It should be emailed to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as "Quotation."
- 5.4 The PROPOSAL FORM outlining the materials and services to be furnished is to be submitted by separate email from the Cost Schedule Form. It should be emailed to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as "Proposal." **Do not include any pricing on the PROPOSAL FORM. If included this will be grounds for rejection.**
- 5.5 All prices and quotations must be in ink or typewritten.
- Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.
- 5.6 Both the PROPOSAL FORM and COST SCHEDULE FORM **must** be signed. Signature **must** be in ink (no pencil). No proposal can be signed after being opened. Any unsigned proposal will be rejected.

ARTICLE 6 - FAILURE TO RESPOND

Businesses that fail to respond to invitations for RFP or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable mailing list.

ARTICLE 7 - AWARD OF CONTRACT

- 7.1 Upon ascertaining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, the contract may be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code. If it is determined that a Data Privacy Agreement between the School Board and the offeror is needed, Board approval of the agreement is required prior to the awarding of a contract. JCPS reserves the right to reject all proposals.
- 7.2 Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 90-day written notification submitted to the Director of Purchasing prior to the cancellation.

ARTICLE 8 - RECIPROCAL PREFERENCE

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, Jefferson County Public Schools will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

ARTICLE 9 - EVALUATION CRITERIA

The Purchasing/Bid staff will first evaluate proposals as being responsive or non-responsive based on the specifications provided. Second, a committee will evaluate proposals based on the information provided in the vendor's proposal and any other information requested in the evaluation process. The criteria for meeting the competitive range (and points for each) will determine the best evaluated proposal.

1. Total Cost of Eligible Services	25 pts.
2. Network Integration and Operational Synergy	20 pts.
3. Cost-Effectiveness of the Proposal	15 pts.
4. Quality and Robustness of the Proposed Network Design	15 pts.
5. Experience and Qualifications of the Vendor	10 pts.
6. Project Management Capabilities and Experience	10 pts.
7. References and Past Performance	5 pts.
TOTAL POINTS	100 pts.

ARTICLE 10 - CONTRACT PERIOD

- 10.1 The actual period of the contract will be from January 1, 2026, or date of Board approval (whichever is later) through June 30, 2031 with ten (10) annual renewals at the option of both parties.
- 10.2 This contract may be extended for a period not to exceed sixty (60) days upon the mutual agreement of both parties provided there are no escalation fees.

ARTICLE 11 - DISCUSSION OF PROPOSALS

- 11.1 The Contracting Officer may or may not conduct post negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only offerors who submit proposals which fall within the competitive range.
- 11.2 The offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.
- 11.3 Offerors submitting proposals categorized as unacceptable or not falling within the competitive range shall be so notified and said offerors will not be allowed to submit supplemental information amending the proposal. If an offeror has not been notified that his proposal has been found unacceptable or not falling within the competitive range, said offeror may submit supplemental information amending the proposal at any time until the closing date established by the Contracting Officer.

ARTICLE 12 - TREATMENT OF PROPOSALS

- 12.1 Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract. However, after award of contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.
- 12.2 A contract may be awarded on the proposals as submitted or the Director of Purchasing may elect to negotiate as to technical performance or price, or both, with offerors whose proposals fall in the competitive range as defined in the RFP.

ARTICLE 13 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 13.1 All proposals shall be valid for a period of **sixty (60) days** from the opening date to allow for tabulation, study, negotiation, and consideration by the JCPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
- 13.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.
- 13.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so

will render the modification and original proposal invalid.

- 13.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 14 - INTERPRETATION OR CORRECTION OF RFP'S

- 14.1 Offerors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the RFP's or of the local conditions.
- 14.2 Any interpretation, correction or change of the RFP will be made by addendum, issued by the Director of Purchasing. Interpretations, corrections or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections and changes.

ARTICLE 15 - ADDENDA

- 15.1 Addenda will be mailed or delivered to all who are known by the Director of Purchasing to have requested and were furnished RFP's.
- 15.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.
- 15.3 No addenda will be issued later than seven (7) days prior to the date of receipt of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.
- 15.4 Each offeror shall ascertain prior to submitting his proposal that he has received all addenda issued, and he shall acknowledge their receipt on the RFP form.

ARTICLE 16 - RIGHT TO REJECT

- 16.1 The Jefferson County Board of Education, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Jefferson County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract.
- 16.2 Grounds for the rejection of proposals include, but shall not be limited to:
- (a) Failure of a proposal to conform to the essential requirements of the RFP.
 - (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
 - (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
 - (d) Submitting a proposal determined by the Director of Purchasing in writing to be unreasonable as to price.
 - (e) Proposals received from offerors determined not to be responsible offerors.
 - (f) Proposals received from offerors determined not to be qualified based on current or on past performance on JCPS projects.

ARTICLE 17 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

- 17.1 The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFP's issued by the Board.
- 17.2 Technicalities or minor irregularities in proposals which may be waived when the Director of Purchasing determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other offerors. The Contracting Officer may either give an offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 18 - CONFIDENTIAL DATA

- 18.1 Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.
- 18.2 If the contracting officer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the proposal will be disclosed and that, unless the offeror protests the determination of the contracting officer in the manner designated in Article IX (Legal and Contractual Remedies) of the Board's Procurement Regulations, or unless the offeror withdraws his proposal as provided in subparagraph 3.10.1 of those regulations, the portions of the proposal so determined to be non-confidential will not be treated as confidential.

ARTICLE 19 - ACCEPTANCE BY BOARD

- 19.1 If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 10.
- 19.2 All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Also, corrections made with correction tape or fluid are to be initialed.
- 19.3 It is the intent of the Director of Purchasing to award a contract in due course and after a reasonable proposal evaluation period to the most responsive and responsible offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.
- 19.4 The right is reserved to reject any proposal where an investigation and evaluation of the offeror's qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

ARTICLE 20 - FORM OF (CONTRACT) AGREEMENT BETWEEN BOARD AND CONTRACTOR

Form To Be Used - Unless otherwise provided in the RFP, the agreement to contract will be written on the standard form of agreement between Board and offeror bound with the RFP in the number of copies to be specified by the Director of Purchasing.

ARTICLE 21- TABULATIONS

Tabulations will be made by the Purchasing/Bid Department and each qualified offeror will be mailed a formal tabulation after the Board has taken official action at the regularly scheduled Board meeting. Board meetings are normally held twice a month. Offerors are requested not to call the Purchasing/Bid Department for a tabulation.

ARTICLE 22 - PRICES

Prices quoted herein are to remain firm for the period of the contract. (See ARTICLE 10.)

ARTICLE 23 - K.O.S.H.A. STANDARDS

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.

ARTICLE 24 - EXCUSE FOR NON-PERFORMANCE

The successful offeror(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

ARTICLE 25 - PENALTIES

In case of default by the vendor, the Jefferson County Public Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

ARTICLE 26 - TAXES

26.1 KENTUCKY SALES AND/OR USE TAX

- (a) Proposers are informed that service contracts of the Board of Education of Jefferson County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.
- (b) All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

26.2 FEDERAL EXCISE TAX

The Board of Education of Jefferson County, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their bid.

26.3 DEDUCTIONS FOR TAXES, WORKER'S COMPENSATION, ETC.

- (a) The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law.
- (b) Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

ARTICLE 27 - NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

- 27.1 The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, religion, marital or parental status, national origin, race, sex, veteran status, or political affiliation. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, political opinion or affiliation, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth or related medical conditions. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
- 27.2 The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation.
- 27.3 The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

ARTICLE 28 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Office of Equal Employment Opportunity & Contract Compliance, Capitol Annex, Room 395, Frankfort, Kentucky 40601; phone: 502-564-2874; e-mail: Finance.ContractCompliance@ky.gov.

ARTICLE 29 - SERVICES EVALUATION

If it is later established that said services fail to comply to these specifications and conditions, the contract will be canceled. This will be done only after offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved.

ARTICLE 30 - REIMBURSEMENT/COSTS

JCPS will not reimburse offerors for costs associated with the preparation, submission or requested clarification of any proposal.

ARTICLE 31 - DELIVERY

Awarded contractor(s) may not add fuel surcharges or other miscellaneous charges to bid prices or invoices. All charges MUST be included in your bid price.

ARTICLE 32 - MISC.

Smoking or the use of any tobacco product is not permitted on any JCPS property. This prohibition includes all buildings and grounds and is in effect 24 hours a day, 7 days a week.

If offeror is selected and contractor and/or any employees of contractor require access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative finding of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

ARTICLE 33 - DATA SECURITY AND BREACH PROTOCOLS

Vendors that are provided by Jefferson County Public Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the "Act"), or that collect and maintain Personal Information on behalf of Jefferson County Public Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article 33.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one or more of the following data elements:

- (a) An account, credit card number, or debit card number that, in combination with any required security code, accesscode or password, would permit access to an account;
- (b) A Social Security number;
- (c) A taxpayer identification number that incorporates a Social Security number;
- (d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- (e) A passport number or other identification number issued by the United States government; or
- (f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the regulations under the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(9)(a), a "security breach" means "1. The unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of unencrypted or unredacted records or data that compromises or the agency (Jefferson County Public Schools) or the nonaffiliated third party (the vendor) believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals; or 2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of encrypted records or data containing personal information along with the confidential process or key to unencrypt the records or data that compromises or the agency (Jefferson County Public Schools) or the nonaffiliated third party (the vendor) reasonably believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals."

As provided in KRS 61.931(5), a "nonaffiliated third party" means "Any person that (a) has a contract or agreement with an agency (Jefferson County Public Schools); and receives personal information from the agency (Jefferson County Public Schools) pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the Jefferson County Public Schools and the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and this Article 33. Without limitation of the foregoing, the vendor agrees to the terms set forth below.

The vendor shall notify as soon as possible, but within seventy-two (72) hours, the Jefferson County Public Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the vendor, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. Notice shall be sent to the Jefferson County Public Schools Chief Information Officer, 3332 Newburg Road, Louisville, KY 40218, Phone (502) 485-3011, Fax: (502) 485-3674. The notice to JCPS shall include all information the vendor has with regard to the security breach at the time of notification.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Jefferson County Public Schools Chief Financial Officer, Chief Operations Officer, Chief Information Officer, Executive Administrator Information Technology and Executive Administrator Payroll of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken offsite. The vendor hereby agrees that the Jefferson County Public Schools may withhold payment(s) owed to the vendor for any violation of the Act or this Article 33.

In the event of a security breach relating to Personal Information, the vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933(1)(a)2 including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the vendor will satisfy the notification deadlines in KRS 61.933(1)(b) but the vendor will ensure that Jefferson County Public Schools has the opportunity to review and approve all notices to be sent. Jefferson County Public Schools will have the opportunity to review any report produced as the result of the investigation. The vendor will be fully responsible for all costs associated with compliance by the vendor and Jefferson County Public Schools with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

If the vendor is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the vendor's unauthorized disclosure of one (1) or more data elements of Personal Information that is the same as one (1) or more of the data elements of Personal Information listed in KRS 61.931(6)(a) to (f), the vendor shall meet the requirements of the Act by providing to Jefferson County Public Schools a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed in KRS 61.931(6)(a) to (f).

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if the vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates a cloud computing service," which is defined in KRS 365.734(1)(a) as "a service that provides, and that is marketed and designed to provide, an educational institution with account-based access to

online computing services”), or, through service to Jefferson County Public Schools, becomes the equivalent of a cloud computing service provider, the vendor does further agree that:

- The vendor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student’s parent. The vendor shall work with the student’s school and district to determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.
- With a written agreement for educational research, the vendor may assist Jefferson County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the Jefferson County Public Schools that it will comply with KRS 365.734(2).

ARTICLE 34 - FINAL DISPOSITION OF JCPS DATA

The Contractor agrees, upon termination, cancellation, expiration, or other conclusion of this Contract JCPS data will be made available to JCPS in the format requested by the Board. The Contractor also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making JCPS data available to JCPS in the format requested by the Board, the Contractor shall erase, destroy, and render unreadable and infeasible for recovery or re-use, all JCPS data, regardless of its format, mode of storage or location, including such data that may have been provided to the contractor’s employees, subcontractors, agents, or other affiliated persons or entities, according to the standards enumerated in NIST Publication 800-88, and certify in writing that these actions have been completed, within 30 days of the termination, cancellation, expiration, or other conclusion of this Contract, or within 7 days of receiving the written request of the Chief Financial Officer or the Chief of Data Management, Planning and Program Evaluation of JCPS, whichever shall come first.

ARTICLE 35 - TERMINATION

Contracts may be terminated by the Board for default or convenience as outlined in the Procurement Regulations.

ARTICLE 36 - EXCLUSIVITY

The school district agrees to use the designated contract supplier(s) as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions may be in time of emergency or if awarded contractor is unable to provide items or services as required.

ARTICLE 37 - ACCESS TO RECORDS

All contracts over \$10,000 awarded by the School Food Authority, must include a provision to the effect that the School Food Authority, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 38 - PENALTY

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when JCPS may have to seek other interim product sources. Failure to deliver 100% of the items on this list -- within 48 hours -- shall be considered a default.

Successful bidders must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and JCPS.

Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school District's official forms. Bids submitted on company forms may be rejected.

ARTICLE 39 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with Federal Acquisition Regulation 52.209-5, the vendor shall certify, by submitting the solicitation, that to the best of its knowledge and belief, the vendor and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.)

ARTICLE 40 - COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts:

- Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
- The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- The Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit contractor receiving payments in excess of the contractor's actual net allowable costs.

CONTRACT FOR THE PURCHASE OF GOODS

THIS CONTRACT FOR THE PURCHASE OF GOODS, hereinafter referred to as the "Contract", made and entered into this _____ day of _____ by and between _____ hereinafter referred to as the "Seller", and the **JEFFERSON COUNTY BOARD OF EDUCATION**, hereinafter referred to as the "Board", a political subdivision of the Commonwealth of Kentucky with its principal place of business at 3332 Newburg Road, Louisville, Kentucky, 40218.

WITNESSETH:

WHEREAS, the Board wishes to purchase certain goods, defined in Article II of this Contract; and
WHEREAS, the Seller issued a bid to supply the Board with said goods upon terms set forth in Article II of this Contract; and
WHEREAS, the Seller deems itself capable of supplying the Board with said goods upon the terms and conditions set forth in this Agreement;
NOW, THEREFOR, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

The effective term of this Contract shall commence on the _____ day of _____ and shall continue through _____ day of _____, subject to the terms and conditions set forth herein after in Articles VIII and IX.

ARTICLE II Definition of Goods

The Seller shall sell to the Board, and the Board shall purchase from the Seller the following materials hereinafter referred to as the "Goods" during the term of this Contract.

The Board shall purchase a minimum number of units of Goods and shall purchase as many of such units as it shall require during the term of this Agreement.

ARTICLE III Cost

The unit price of the Goods shall be **as listed on tabulation**, said price being that which was quoted to the Board in the bid issued by the Seller on the _____ day of _____. Payment for each unit may be in full within thirty (30) days after receipt of the Seller's invoice and subject to verification of delivery in accordance with the specifications.

ARTICLE IV Modification

The terms and conditions of this Contract shall be modified only by a written addendum, signed by both parties hereto and attached to this Contract. Notwithstanding the right of modification herein set forth, the parties shall not modify the terms and conditions of this Contract in any manner whereby the total cost of this Contract shall be increased by more than ten percent (10%). Any such modification shall be null and void.

ARTICLE V Delivery; Title and Risk of Loss

To effect a delivery of the desired quantity of units of Goods, the Board shall issue a purchase order identifying the time, place and quantity of each individual delivery. (The Board shall accept no delivery for which a purchase order has not been issued, nor shall payment be made by the Board for any such delivery.) Furthermore, the Board shall not accept any substitute goods for those specified on the purchase order.

All goods shall be delivered by common carrier, F.O.B., point of delivery. The Seller shall be responsible for and pay any and all carrying and/or shipping charges. The Board shall accept no deliveries C.O.D. or F.O.B. point of departure. Title and risk of loss to the Goods shall remain with the Seller until the Goods have been delivered to the Board in accordance with this Article.

ARTICLE VI Inspection and Quality of Goods

The goods identified by the purchase order in the manner stated in Article V above, shall be subject to the inspection of the Board's agent at the point of delivery. All Goods shall be of such quality that they shall pass without objection in the Seller's trade or business.

ARTICLE VII Board's and Seller's Remedies

Upon the rejection of the Goods by the Board, or its agent, or upon wrongful rejection by the Board, or its agent, the Board or Seller shall retain any and all rights accruing to them respectively, under the provisions of Chapter 355 of the Kentucky Revised Statutes, Article 2, Sales. All remedies administrative and legal shall be governed by the Board's Procurement Regulations which are hereby incorporated by reference into this Contract.

ARTICLE VIII Termination for Default

The Board may terminate in whole or part any portion of this Contract in any of the following circumstances:

- A. If the Seller fails to make proper delivery of any of the goods described within the time specified in the purchase order or any agreed extensions thereof; or
- B. If the Seller fails to furnish acceptable goods of a quality which shall pass without objection in the Seller's trade or business.
Upon the Seller's default as set forth above, the Board's agent shall give written notice of default to the Seller, subsequent to the issuance of notice of default, the Board shall allow Seller a reasonable length of time, not to exceed the ten (10) working days, within which to cure said default. Should the Seller thereupon fail to cure said default, the Board shall issue a written order of termination, at which time the Seller shall make no further deliveries and shall not honor any of the purchase orders previously issued by the Board, except those purchase orders which are reaffirmed in the order of termination.
Upon issuance of an order of termination, the Seller shall within ten (10) days from the receipt of the order of termination, prepare a final invoice itemizing all the deliveries accepted by the Board since the previously issued invoice. Payment shall be made according to the terms set forth in Article III. Any dispute arising under this clause shall be governed by Article X of this Contract, entitled "Disputes".
- C. In the event the Board terminates this contract in whole or in part, as provided in paragraph (A) or (B) above, the Board may procure upon such terms and in such manner as the Director of Purchasing may deem appropriate, similar goods to those so terminated, and the Contractor shall be liable to the Board for any excess costs for such similar goods, provided, however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article.
- D. The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but shall not be limited to, the public enemy, actions of the Government of the United States or the Commonwealth of Kentucky in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case, the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the inability of the Contractor to obtain materials or goods essential to the performance defined in Article II of this Contract, from the Contractor's usual source, the Contractor shall not be liable for any excess costs for failure to perform, unless such materials or goods were obtainable from other sources in time to permit the Contractor to meet its required schedule.
- E. If this Contract is terminated as provided in paragraph (A) or (B) above, the Board, in addition to all other rights provided in this Article, may require the Contractor to transfer title and possession and to deliver to the Board, in the manner and to the extent directed by the Director of Purchasing, any and all materials or goods defined in Article II of this Contract in possession of the Seller prior to the receipt of the notice of termination required by paragraph (A) or (B) above. Furthermore, the Contractor shall, upon the direction of the Director of Purchasing, protect and preserve any goods in the possession of the Contractor in which the Board has an interest. Payment for goods accepted by the Board shall be in an amount agreed upon by the Contractor and the Director of Purchasing; failure to agree to such an amount shall be a dispute within the meaning of Article X entitled "Disputes". The Board may withhold from amounts otherwise due the Contractor for goods accepted by the Board such sum as the Director of Purchasing determines to be necessary to protect the Board against loss because of outstanding liens of claims.
- F. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, the right and obligations of the Parties shall be the same as if the notice of termination was issued pursuant to the provisions of Article IX of this Contract.
- G. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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**ARTICLE IX
Termination for Convenience**

Performance of the work under this Contract may be terminated by the Board in whole, or from time to time, in part, whenever the Board shall determine that such termination is in the best interest of the Board. Any such termination shall be effected by delivery of a written order of termination specifying the extent to which the further purchase or delivery of goods shall be terminated, and upon the date which termination shall become effective.
Upon issuance of the order of termination, the Seller shall stop all further deliveries and shall not honor any purchase orders which it then holds from the Board except for those purchase orders, which are reaffirmed in the order of termination.
Upon receipt of the order of termination, the Seller shall, within ten (10) days from receipt of the order of termination, prepare a final invoice itemizing all of the deliveries accepted by the Purchaser since the previously issued invoice. Payment shall be made according to the terms set forth in Article III. Any dispute arising under this Article shall be governed by Article X of this Contract entitled "Disputes".

**ARTICLE X
Disputes**

Any differences or disagreements arising between the parties herein concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article IV of this Contract shall be submitted to the Director of Bids and Specifications or the Executive Director of Facilities/Transportation through procedures set out in the Board's Procurement Regulations, who shall render a decision in writing and furnish a copy of such decision to the Contractor by certified mail, return receipt requested, within thirty (30) days of the date of submission. Upon written appeal, the decision of the Superintendent designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

**ARTICLE XI
Prohibition of Conflicts of Interest**

A. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR THE CONTRACTOR OR ANY EMPLOYEE TO PARTICIPATE DIRECTLY OR INDIRECTLY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT, AND ANY SOLICITATION OF PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE:
(I) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR
(II) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER OR EMPLOYEE, IS A PARTY; OR
(III) ANY OTHER PERSON, BUSINESS OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT, IS A PARTY, DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE, BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISSAPPROVAL, RECOMMENDATION, PREPARATION OR ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY.
B. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY CONTRACTOR OR ANY OTHER PERSON TO OFFER, GIVE OR AGREE TO GIVE, ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISSAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD RENDERING OF ADVICE INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR ANY OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.
C. IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACTOR OR ORDER.
D. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

**ARTICLE XII
Equal Opportunity**

During the performance of this Contract, the Seller agrees as follows:
A. The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
B. The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
C. The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

**ARTICLE XIII
Indemnification**

The Seller hereby agrees to indemnify and hold harmless the Board, its agents, officers and employees from any and all claims, damages, losses or expenses, including but not limited to attorney's fees, in any case arising in whole or in part from the negligent or intentional acts of the Seller, its agents, officers or employees, in the furnishing or delivery of the Goods under this Contract, or from the failure of the Goods to be of such quality that they shall pass without objection in the Seller's trade or business, as required in Article VI.

**ARTICLE XIV
Board Administrator**

The Director of Bids and Specifications or the Executive Director of Facilities/Transportation shall be the Contract Administrator for the purposes of daily administrative decision making pertaining to the Contract. Should the Contractor and the Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Administrator or the Contractor, in the manner prescribed by the Board Regulations currently in effect.

**ARTICLE XV
Article Headings Not Controlling**

All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

**ARTICLE XVI
Address for Notices and Reports**

Any notices or reports by one party to the other party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one party to the other.

**ARTICLE XVII
Entire Contract**

This Contract constitutes the entire Contract between the parties hereto, and supersedes all previous negotiations, commitments, and writings. It may not be changed or modified except in writing pursuant to Article IV of this Contract.

**ARTICLE XVIII
Severability**

If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.

**ARTICLE XIX
Governing Law**

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract this _____ day of _____.

JEFFERSON COUNTY BOARD OF EDUCATION

By _____
WYATTE WYNN
(Title) DIRECTOR OF PURCHASING

CONTRACTOR

By _____
(Title) _____

SPECIFICATIONS

Jefferson County Public Schools (JCPS) – Wide Area Network (WAN) Phase 2**Response Options Available for Requested Connectivity:**

- **Construct and Maintain a JCPS-Owned (Self-Provisioned) Network**
- **Leased Dark Fiber Network**
- **Leased Lit Fiber Connectivity**

Phase 2 (of 2): Eastern, Northeastern, and Southeastern Jefferson County, Kentucky**1. Introduction and Background**

Jefferson County Public Schools (JCPS), located in Louisville, Kentucky, is the largest school district in the Commonwealth of Kentucky, serving over 92,000 students across more than 160 schools and campuses. Currently, JCPS's school locations are connected through leased lit fiber services provided by an incumbent service provider. As part of a broader initiative to ensure reliable, scalable, and cost-effective internet connectivity for its schools, JCPS intends to evaluate all options to either build and maintain a self-provisioned network, lease a dark fiber network or establish new connections through leased lit fiber.

This RFP is part of JCPS's ongoing efforts to enhance the district's connectivity and align with the Kentucky Department of Education's vision for robust, reliable broadband. JCPS is seeking qualified vendors to participate in Phase 2 of this project, which involves designing, engineering, and constructing a resilient network, leasing a dark fiber network, or leasing lit fiber connectivity for 84 schools and school district locations in the eastern, northeastern, and southeastern areas of Jefferson County, Kentucky.

2. Executive Summary

The purpose of this RFP is to solicit bids from qualified service providers for Phase 2 of the JCPS WAN project. This phase will establish the primary infrastructure for connecting 84 schools and school district locations to the head-end internet connection provided by the Kentucky Department of Education. The selected vendor will be responsible for providing a comprehensive solution, including network design, project management, network installation, ongoing support during construction, and both routine AND non-routine maintenance.

The project is moving into the 2nd phase:

- **Phase 1 (Previous RFP 3140):** Western, Southwestern, and Southern Jefferson County (75 locations, for reference only [NOT PART OF THIS SCOPE])
- **Phase 2:** Eastern, and Southeastern Jefferson County (84 locations, [THIS RFP])

3. Scope of Work

The scope of this RFP includes but is not limited to the following components for Phase 2:

3.1. Network Design

The vendor will design a scalable, resilient network that ensures high availability, reliability, and future growth potential for JCPS schools. The network must adhere to industry standards and comprise of robust architecture capable of withstanding various failure scenarios. The design must accommodate diverse routing paths where feasible, with an emphasis on minimizing single points of failure. The district has no preference for the specific network medium used to deliver service, provided it meets the outlined requirements in this RFP for performance, scalability, and cost-effectiveness.

3.2. Project Management

Vendors must provide detailed project management services, ensuring timely execution of the project. This includes project planning, scheduling, coordination with JCPS, site surveys, obtaining necessary permits, and regular progress reporting to JCPS stakeholders.

3.3. Installation and Construction

The vendor will be responsible for the physical installation of the network infrastructure. All work must be compliant with local building codes and standards. The vendor is expected to ensure minimal disruption to school operations during construction. Include any special construction costs directly related to activating and providing the requested services.

3.4. Testing and Commissioning

Once the network is installed, the vendor must conduct thorough testing to ensure all links meet performance standards for bandwidth, latency, and redundancy. The vendor must provide detailed testing reports and work with JCPS to address any identified issues.

3.5. Documentation

As-built documentation, including physical medium pathways, equipment locations, and test results, must be provided at project completion. Such documentation shall be provided in an electronic and static format. In the case of leased service options, we understand that certain proprietary information may not be included in the documentation. The vendor must also provide training for JCPS staff on operating, managing, and maintaining the network.

4. Project Timeline

The estimated project timeline for Phase 2 is 15-18 months from the date of contract award. Vendors must provide a detailed project timeline with milestones for the design, construction, testing, and commissioning phases.

5. Proposal Submission Requirements

Vendors must include the following information in their proposal submission:

- **Company Overview:** A brief history of the company, including experience in building out modern networks.
- **Project Approach:** A detailed description of the vendor’s approach to the design and implementation of the network.
- **Technical Specifications:** A description of the network design, equipment, and materials to be used.
- **Project Management Plan:** A detailed plan for project execution, including key personnel, project timeline, risk mitigation strategies, and coordination with JCPS.
- **Pricing:** A breakdown of costs for design, construction, materials, testing, and any other relevant components. Be sure to identify any special construction and/or identifiable maintenance costs.
- **References:** At least three references from previous projects of similar scope and scale.
- **Compliance:** Confirmation that the vendor will comply with all local, state, and federal regulations, including e-rate guidelines.
- **Response option selected:** Confirm which option is selected in the bid response (e.g. build/maintain JCPS-owned network, leased dark fiber, or leased lit fiber)

6. Evaluation Criteria

Proposals will be evaluated based on the following criteria (100 total):

- Total Cost of Eligible Services (25 points):
- Network Integration and Operational Synergy (20 points):
- Cost-Effectiveness of the Proposal (15 points):
- Quality and Robustness of the Proposed Network Design (15 points):
- Experience and Qualifications of the Vendor (10 points):
- Project Management Capabilities and Experience (10 points):
- References and Past Performance (5 points):

7. General Terms and Conditions

- JCPS reserves the right to accept or reject any or all proposals.
- All submissions must include E-rate Service Provider Identification Number (SPIN) be compliant with E-Rate Category 1 service guidelines.
- Vendors are responsible for ensuring the accuracy and completeness of their proposals.

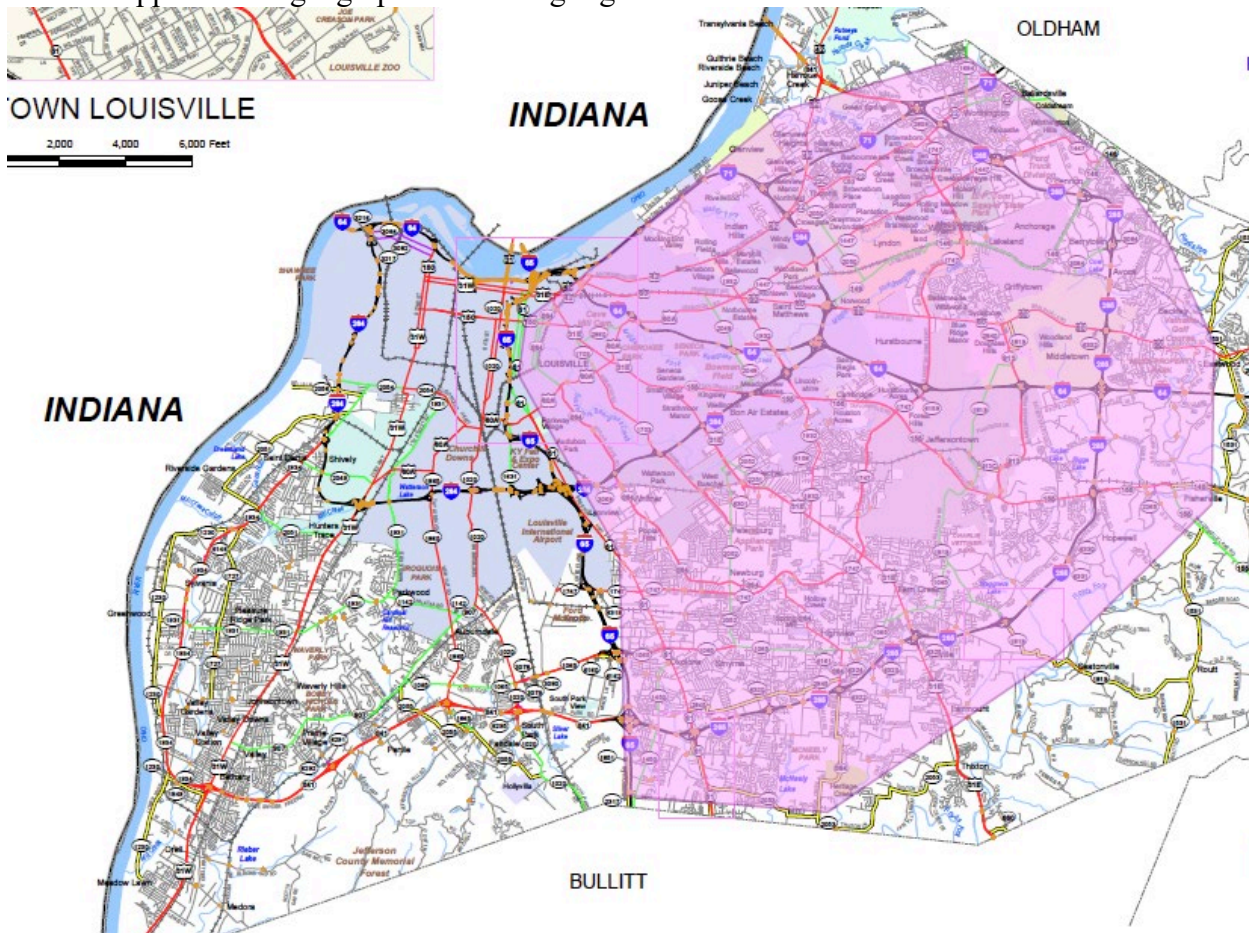
8. Details

JCPS is seeking certain speed, topology, capabilities, and room for growth.

- Initial connections shall range from 2.5Gbps minimum up to 100Gbps with the contract built for growth opportunities from 10Gbps to 800Gbps + depending on site and its placement in the physical topology.
- In the network hierarchy, topology and design for the 84 locations should incorporate industry recognized, modern design standards. Sites herein are defined as follows.
 - **Core Sites:** These are the main, central sites that form the backbone of the network. Core sites will house critical network infrastructure. They provide the main connection points for routing traffic between all other sites in the network.
 - **Primary Sites:** These sites are directly connected to the core sites and serve as the primary distribution points for network services to other locations. Primary sites may include large schools or key network nodes that have higher bandwidth requirements or serve as aggregation points for traffic from multiple secondary or tertiary sites.
 - **Secondary Sites:** These sites typically connect to the primary sites. They will include schools or branch locations that rely on primary sites for connectivity to the broader network. These sites rely on core and primary sites for data routing and bandwidth.
 - **Tertiary Sites:** These are the most peripheral sites in the network hierarchy, typically connected to secondary sites. Tertiary sites include schools that may have lesser bandwidth requirements. They typically will depend on secondary sites for connectivity to the primary sites and, ultimately, the core sites.
- Desired Hierarchy
 - Three (3) designated core sites:
 - Interconnected with diverse pathways to prevent outages and provide a consistent, reliable connection
 - Minimum speed 200Gbps (100Gbps each pathway)
 - Growth to 800Gbps (2x 200Gbps each pathway)
 - May directly connect up to 5 tertiary sites
 - Four (4) designated primary sites:
 - Connected to each core site with diverse entrance pathways to prevent outages and provide a consistent reliable connection
 - Minimum speed 80 Gbps (40Gbps each pathway)
 - Growth to 400Gbps (2x 100Gbps each pathway)
 - May directly connect up to 5 tertiary sites
 - Nine (9) designated secondary sites:
 - Connected to two primary sites OR to one primary site and one core site with diverse pathways to prevent outages and provide a consistent, reliable connection

- Diverse entrance pathways to prevent outages and provide a consistent, reliable connection
- Minimum speed 40Gbps (2x 10Gbps each pathway)
- Growth to 160Gbps (2x 40Gbps each pathway)
- May directly connect up to 5 tertiary sites
- Remaining 68 tertiary sites:
 - Connected directly to either a secondary, primary or core site
 - Initial minimum speed:
 - 2.5Gbps (Elementary School)
 - 5Gbps (Middle School)
 - 10Gbps (High School)
 - Include growth to:
 - 10Gbps (Elementary School)
 - 20Gbps (Middle School)
 - 40Gbps (High School)

Phase 2 Approximate geographical area highlighted below:



Phase 2 Site List:

Minimum Speed	Name	Type	Address	City	State	Zip Code
100Gbps	W.E.B. Dubois (new build)	School	4929 Poplar Level Rd	Louisville	KY	40213
100Gbps	Jefferson County Board of Education	Headend	1441 Gardiner Ln	Louisville	KY	40213
100Gbps	Waggener High School	School	330 S Hubbards Ln	Louisville	KY	40207
40Gbps	Ballard High School	School	6000 Brownsboro Rd	Louisville	KY	40222
40Gbps	Eastern High School	School	12400 Old Shelbyville Rd	Louisville	KY	40243
40Gbps	Jeffersontown High School	School	9600 Old Six Mile Ln	Louisville	KY	40299
40Gbps	Marion C. Moore School	School	6415 Outer Loop	Louisville	KY	40228
20Gbps	Atherton High School	School	3000 Dundee Rd	Louisville	KY	40205
20Gbps	Breckinridge-Franklin Elementary School	School	1800 Arlington Ave	Louisville	KY	40206
20Gbps	Farmer Elementary School	School	6405 Gellhaus Lane	Louisville	KY	40299
20Gbps	Fern Creek High School	School	9115 Fern Creek Rd	Louisville	KY	40291
20Gbps	Louisville Male High School	School	4409 Preston Hwy	Louisville	KY	40213
20Gbps	Lowe Elementary School	School	210 Oxfordshire Ln	Louisville	KY	40222
20Gbps	Southern High School	School	8620 Preston Hwy	Louisville	KY	40219
20Gbps	Watterson Elementary School	School	3900 Breckenridge Ln	Louisville	KY	40218
20Gbps	Westport Middle School	School	8100 Westport Rd	Louisville	KY	40242
10Gbps	Breckinridge Metropolitan High School	School	1128 E Broadway	Louisville	KY	40204
10Gbps	Liberty High School	School	3901 Atkinson Square Dr	Louisville	K	40218
10Gbps	Minor Daniels Academy	School	1960 Bashford Manor Ln	Louisville	KY	40218
10Gbps	Seneca High School	School	3510 Goldsmith Ln	Louisville	KY	40220

10Gbps	Vanhoose Education Center	Headend	3332 Newburg Rd	Louisville	KY	40218
10Gbps	W.E.B Dubois Academy	School	3307 E. Indian Trail	Louisville	KY	40213
5Gbps	Barret Traditional Middle Sch	School	2561 Grinstead Dr	Louisville	KY	40206
5Gbps	Carrithers Middle School	School	4320 Billtown Rd	Louisville	KY	40299
5Gbps	Crosby Middle School	School	303 Gatehouse Ln	Louisville	KY	40243
5Gbps	Echo Trail Middle School	School	2605 Echo Trl	Louisville	KY	40245
5Gbps	Esl Newcomer Academy	School	3741 Pulliam Dr	Louisville	KY	40218
5Gbps	Highland Middle School	School	1700 Norris Pl	Louisville	KY	40205
5Gbps	Jefferson County Trad Middle School	School	1418 Morton Ave	Louisville	KY	40204
5Gbps	Kammerer Middle School	School	7315 Wesboro Rd	Louisville	KY	40222
5Gbps	Knight Middle School	School	9803 Blue Lick Rd	Louisville	KY	40229
5Gbps	Newburg Middle School	School	5008 E Indian Trl	Louisville	KY	40218
5Gbps	Ramsey Middle School	School	6409 Gellhaus Lane	Louisville	KY	40299
5Gbps	The Phoenix School of Discovery	School	502 Wood Rd	Louisville	KY	40222
5Gbps	Thomas Jefferson Middle School	School	1501 Rangeland Rd	Louisville	KY	40219
2.5Gbps	Alex R Kennedy Elementary School	School	4515 Taylorsville Road	Louisville	KY	40220
2.5Gbps	Audubon Traditional Elem Sch	School	1051 Hess Ln	Louisville	KY	40217
2.5Gbps	Bates Elementary School	School	7601 Bardstown Rd	Louisville	KY	40291
2.5Gbps	Binet School	School	1281 Gilmore Ln	Louisville	KY	40213
2.5Gbps	Blake Elementary School	School	3801 Bonaventure Blvd	Louisville	KY	40219
2.5Gbps	Bloom Elementary School	School	1627 Lucia Ave	Louisville	KY	40204

2.5Gbps	Blue Lick Elementary School	School	9801 Blue Lick Rd	Louisville	KY	40229
2.5Gbps	Bowen Elementary School	School	1601 Roosevelt Ave	Louisville	KY	40242
2.5Gbps	Camp Taylor Elementary School	School	1446 Belmar Dr	Louisville	KY	40213
2.5Gbps	Central High School PE Annex	Annex	1401 W Muhammad Ali Blvd	Louisville	KY	40203
2.5Gbps	Chancey Elementary School	School	4301 Murphy Lane	Louisville	KY	40241
2.5Gbps	Chenoweth Elementary School	School	3622 Brownsboro Rd	Louisville	KY	40207
2.5Gbps	Cochrane Elementary School	School	2511 Tregaron Ave	Louisville	KY	40299
2.5Gbps	Dunn Elementary School	School	2010 Rudy Ln	Louisville	KY	40207
2.5Gbps	Fern Creek Elementary School	School	8703 Ferndale Rd	Louisville	KY	40291
2.5Gbps	Field Elementary School	School	120 Sacred Heart Ln	Louisville	KY	40206
2.5Gbps	Goldsmith Lane Elem School	School	3520 Goldsmith Ln	Louisville	KY	40220
2.5Gbps	Greathouse-Shryock Traditional	School	2700 Browns Ln	Louisville	KY	40220
2.5Gbps	Hartstern Elementary School	School	5200 Morningside Way	Louisville	KY	40219
2.5Gbps	Hawthorne Elementary School	School	2301 Clarendon Ave	Louisville	KY	40205
2.5Gbps	Hite Elementary School	School	12408 Old Shelbyville Rd	Louisville	KY	40243
2.5Gbps	Indian Trail Elem School	School	3709 E Indian Trl	Louisville	KY	40213
2.5Gbps	Jeffersontown Elem School	School	3610 Cedarwood Way	Louisville	KY	40299
2.5Gbps	Klondike Lane Elem School	School	3807 Klondike Ln	Louisville	KY	40218
2.5Gbps	Laukhuf Elementary School	School	5100 Capewood Dr	Louisville	KY	40229

2.5Gbps	Luhr Elementary School	School	6900 Fegenbush Ln	Louisville	KY	40228
2.5Gbps	Middletown Elementary School	School	218 N Madison Ave	Louisville	KY	40243
2.5Gbps	Norton Commons Elementary School	School	10941 King's Crown Drive	Prospect	KY	40059
2.5Gbps	Norton Elementary School	School	8101 Brownsboro Rd	Louisville	KY	40241
2.5Gbps	Okolona Elementary School	School	7606 Preston Hwy	Louisville	KY	40219
2.5Gbps	Price Elementary School	School	5001 Garden Green Way	Louisville	KY	40218
2.5Gbps	Rangeland Elementary School	School	5001 Rangeland Rd	Louisville	KY	40219
2.5Gbps	Slaughter Elementary School	School	3805 Fern Valley Rd	Louisville	KY	40219
2.5Gbps	Smyrna Elementary School	School	6401 Outer Loop	Louisville	KY	40228
2.5Gbps	St Matthews Elementary School	School	601 Browns Ln	Louisville	KY	40207
2.5Gbps	Stopher Elementary School	School	14417 Aiken Road	Louisville	KY	40245
2.5Gbps	Tully Elementary School	School	3300 College Dr	Louisville	KY	40299
2.5Gbps	Wheeler Elementary School	School	5410 Cynthia Dr	Louisville	KY	40291
2.5Gbps	Wilder Elementary School	School	1913 Herr Ln	Louisville	KY	40222
2.5Gbps	Wilt Elementary School	School	6700 Price Ln	Louisville	KY	40229
2.5Gbps	Zachary Taylor Elementary School	School	9620 Westport Rd	Louisville	KY	40241
5Gbps	*Future School Site	School	750 Dixie Hwy	Louisville	KY	40203

Connection requirements:

To connect to the rest of the network, including Phase 1, effectively and reliably, there are some specific connections that need to be established in Phase 2:

Core:

1. Phase 1 (in progress, not part of this scope):
 - a. Perry to Hazelwood
 - b. Dupont Manual to Perry
 - c. Hazelwood to Dupont Manual

2. Phase 2 (this RFP):
 - a. Jefferson County Board of Education to W.E.B. Dubois
 - b. W.E.B. Dubois to Waggener
 - c. Waggener to Jefferson County Board of Education
 - d. Dupont Manual to Jefferson County Board of Education
 - e. Perry to Waggener
 - f. Hazelwood to W.E.B. Dubois

Primary/Secondary:

1. Phase 2 (this RFP):
 - a. Breckenridge-Franklin to Ahrens-Brown (from Phase 1) and a primary/core site in phase 2
 - b. Louisville Male to Dupont Manual (from Phase 1) and a primary/core site in phase 2
 - c. Southern HS to Fairdale HS (from Phase 1) and a primary/core site in phase 2

Phase 2 Potential Ongoing Site Additions and Growth:

Throughout the term of the contract and potential subsequent extensions, the district may need to add connections for additional sites if they are built, acquired and/or renovated. Please include provisions to incrementally add a site to the nearest core, primary or secondary location to gain access to the larger network.

Phase 2 Additional (Non-Instructional) Site List:

Minimum Speed	Name	Type	Address	City	State	Zip Code
2.5Gbps	Blankenbaker Bus Compound	NIF	13071 Middletown Ind Park Blvd	Louisville	KY	40223
2.5Gbps	Blue Lick Bus Compound	NIF	10705 Blue Lick Rd	Louisville	KY	40229
2.5Gbps	Dawson Garage	NIF	3440 Preston Hwy	Louisville	KY	40213

2.5Gbps	Ernest Camp Edwards Education Complex	NIF	731 S. Hancock Street	Louisville	KY	40203
2.5Gbps	Nichols Garage	NIF	3686 Parthenia Ave	Louisville	KY	40215
2.5Gbps	Nutrition Service Center	NIF	360 Farmington Ave	Louisville	KY	40209
2.5Gbps	Westport ECH	NIF	8800 Westport Rd	Louisville	KY	40242

*Note: These seven (7) sites are non-instructional locations and will need to be able to be separated in terms of project scope and cost to incrementally add these to the overall project. We need to be able to identify them separately, per location.

CERTIFICATE OF INSURANCE REQUIREMENT

Failure to submit the certificate of insurance with your response **MAY** subject your bid to rejection. The Individual/Vendor/Organization shall furnish a certificate of insurance in accordance with the requirements set forth below. Complete policy number and inception/expiration dates must be included. The Individual/Vendor/Organization agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to Jefferson County Public School. **The certificate of insurance shall name Jefferson County Public Schools as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:**

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept.
3332 Newburg Road
Louisville, Kentucky 40218

INSURANCE REQUIREMENTS:

The insurance required shall be written for no less than the following limits or greater if required by law:

1. **Workers Compensation:**

a. State	Statutory
b. Applicable Federal (e.g. Longshoreman’s)	Statutory
c. Employer’s Liability	\$ 100,000.00

2. **Comprehensive or Commercial General Liability** (including Premises-Operations; Independent Contractor’s Protection; Product Liability and Completed Operations; Broad Form Property Damage):

a. General Aggregate (Except Products-Completed Operations)	\$2,000,000.00
b. Products-Completed Operations Aggregate	\$2,000,000.00
c. Personal/Advertising Injury (Per Person/Organization)	\$1,000,000.00
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00
e. Limit per Person Medical Expense	\$ 5,000.00
f. Exclusions of Property in Contractor’s Care, Custody or Control will be eliminated.	
g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage.	

3. **General/Commercial Liability:** JCPS must be listed as additional insured

a. General Aggregate	\$2,000,000.00
b. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00

4. **Automobile Liability: (Commercial Vehicles)**

a. Bodily Injury	\$ 20,000.00
b. Property Damage (Combined single limit)	\$ 1,000,000.00
c. Commercial bus vehicles (Combined single limit)	\$10,000,000.00

5. **Professional Liability/Errors & Omissions** (for architectural or construction management services)

a. Per occurrence	\$1,000,000.00
b. Annual aggregate	\$2,000,000.00

6. **Cyber:** \$5,000,000.00
 If the individual/vendor/organization has no PII for the students or staff the cyber insurance is not required.

Questions? Please call 485-3313 or email jill.sanford@jefferson.kyschools.us

PROPOSAL FORM

COMPETITIVE NEGOTIATION FOR WIDE AREA NETWORK (WAN) PHASE 2

TO: Wyatt Wynn
Director of Purchasing
Jefferson County Public Schools
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, KY 40209-1104

Attached to this **PROPOSAL FORM**, offeror is to outline his proposal including (but not limited to) the information requested on the following pages.

NO COSTS ARE TO BE INCLUDED ON THE PROPOSAL FORMS. THE COSTS ARE TO BE LISTED ON THE COST SCHEDULE FORMS.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Email Address of Proposer)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE:

*** If this form is not signed proposal SHALL be rejected.**

RESPONSES

Provide an introductory letter giving a brief description of scope, limitations and exceptions (operational and equipment), and the extent of what is to be proposed.

Provide the following documentation:

Vendors must include the following information in their **PROPOSAL submission**:

- **Company Overview:** A brief history of the company, including experience in building out modern networks.
- **Project Approach:** A detailed description of the vendor's approach to the design and implementation of the network.
- **Technical Specifications:** A description of the network design, equipment, and materials to be used.
- **Project Management Plan:** A detailed plan for project execution, including key personnel, project timeline, risk mitigation strategies, and coordination with JCPS.
- **References:** At least three references from previous projects of similar scope and scale.
- **Compliance:** Confirmation that the vendor will comply with all local, state, and federal regulations, including e-rate guidelines.
- **Response option selected:** Confirm which option is selected in the bid response (e.g. build/maintain JCPS-owned network, leased dark fiber, or leased lit fiber)

Vendors must include the following information in their **QUOTATION submission**:

- **Pricing:** A breakdown of costs for design, construction, materials, testing, and any other relevant components. Be sure to identify any special construction and/or identifiable maintenance costs.

VENDOR CHECKLIST

Please ensure that you have submitted each of the following documents with your response.

SUBMIT IN ADVANCE:

_____ Pre-Proposal Questions (Page 5)

SUBMIT AS PROPOSAL VIA EMAIL (do not include any pricing information)

_____ Certificate of Insurance Requirement (Page 28)

_____ Proposal Form (Page 29)

_____ Responses (Page 30)

_____ Completed Vendor Checklist (Page 31)

_____ Resident Vendor Affidavit – if applicable (Page 32)

_____ Required Vendor Information (Page 33)

_____ Vendor Representative Form (Page 35)

_____ Verification of Business Status Form (page 36)

_____ Certification Regarding Lobbying (page 34)

_____ Bidder must submit a current W-9 form with response

SUBMIT AS QUOTATION VIA EMAIL:

_____ Cost Schedule Cover Form (Page 40)

_____ Cost Schedule Form with Pricing (Page 41-46)

REQUIRED VENDOR INFORMATION

It is important that you supply the following information and submit this form with your response.

Purchasing/Bid Department
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Phone: (502)485-3543

- 1. The Jefferson County Board of Education needs confirmation from your company of compliance and/or intent to comply with the Federal, State, Local and Board regulations for Non-Discrimination on any and all contracts awarded by the Board of Education. We need to know if your company is a minority owned business.
 - (a) Is your company complying with Federal regulation relating to Non-Discrimination? **Yes**___ **No**___
 - (b) Is your company a minority owned business? **Yes**___ **No**___
- 2. Provide your company's complete **PURCHASE ORDER MAILING ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. _____

- 3. Provide your company's complete **PURCHASE ORDER EMAILING ADDRESS**.

- 4. Provide your company's complete **PAYMENT REMIT ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. _____

- 5. Provide a completed current W-9 Form with your response.

NOTES:

By submitting a response vendor confirms they have read, understand, and agree to all terms and conditions of this Request for Proposal.

Failure to provide all required information may subject your proposal to rejection.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

NAME OF AUTHORIZED REPRESENTATIVE: (PRINT)

TITLE:

(SIGNATURE)

(DATE)

*****NOTICE TO ALL OFFERORS*****

THIS FORM MUST BE COMPLETED, SIGNED BY AN AUTHORIZED REPRESENTATIVE AND RETURNED TO JCPS.

VENDOR REPRESENTATIVE FORM

Failure to submit the Vendor Representative Form with your response MAY subject your proposal to rejection.

Purchasing/Bid Department
C. B. Young, Jr. Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209

Phone: (502)485-3543

VENDOR/COMPANY NAME: _____

PHONE NO.: _____ FAX NO.: _____

LOCAL REPRESENTATIVE (CONTACT PERSON) INFORMATION:

NAME: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

IN THE EVENT OF BID AWARD, CONTRACT TO BE MAILED TO:

NAME: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

VERIFICATION OF BUSINESS STATUS FORM

The Jefferson County Public Schools is requesting your company supply the following information:

Is your company Minority-Owned (MBE)?*	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company Woman-Owned (WBE)?*	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company a Service-Disabled Veteran-Owned Business (SDVOB)?**	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company owned and operated by a person(s) with a disability (HBE)?**	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

*To be recognized as an MBE or WBE a Contractor must be at least 51% owned, operated, and controlled by one or more minorities or females who are either U.S. citizens or lawful permanent residents.

**To be recognized as a SDVOB or HBE a Contractor must be at least 51% owned, operated, and controlled by one or more individuals with a disability or service disabled veterans who are either U.S. citizens or lawful permanent residents.

ATTENTION: This completed form must be submitted with your RFP.

Name of Company: _____

Street Address: _____

City: _____ Zip Code: _____

Signature: _____

Printed Name: _____

Official Title: _____

Phone Number: _____ e-mail: _____

Revised 2/28/2019

Required Clauses for Federal Contracts

Bid #3157

The United States Department of Agriculture (USDA) requires vendor(s) awarded contract(s) on National School Lunch Program (NSLP), National School Breakfast Program (NSBP) or associated Nutrition Services and JCPS District contracts to certify and assure that they will comply with all of the applicable requirements of Items 1-14 as listed below. Vendor(s) also agree these items may be amended from time to time, including adding appropriate provisions to all contracts between JCPS and for-profit contractors.

All awarded vendors/contractors:

- (1) Must be in strict compliance with the administrative, contractual or legal remedies as outlined in Model Procurement (Article IX Legal and Contractual Remedies), where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold).
- (2) Are subject to termination for cause and for convenience by the grantee or sub grantee as outlined in Model Procurement (Article VI Contract Modification and Termination Section 6.5) (All contracts in excess of \$10,000).
- (3) Agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- (4) Agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). For construction and repair awarded by the recipients and sub recipients in excess of \$2000.
- (5) Agree to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2000 awarded by grantees and sub grantees when required by Federal grant program legislation).
- (6) Agree to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts awarded by grantees and sub grantees in excess of \$100,000, which involve the employment of mechanics or laborers).
- (7) Agree JCPS Nutrition Services will obtain all rights to any discovery or invention which arises or develops in the course of or under such contract (37 CFR Part 401).
- (8) The books and records of the contractor pertaining to operations under this agreement shall be available to the Child Nutrition Program (CNP) Sponsor at any reasonable time. These records are subject to inspection or audit by representatives of the CNP Sponsor, State Agency, the USDA, and the US General Accounting Office at any reasonable time and place. The CNP Sponsor shall maintain such records, for a period of not less than three (3) years after the final day of the contract, or longer if required for audit resolution (7 CFR 210.23(c), and 2 CFR Part 200.333).
- (9) Must be in strict compliance for contracts in excess of \$150,000, including subcontracts and sub grants, with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Act amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (10) Agree to comply, for contracts in excess of \$100,000, with the Byrd Anti- Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and annually sign and submit to

JCPS Nutrition Services the Certificate Regarding Lobbying and if applicable, the Disclosure of Lobbying Activities (Form SF-LLL).

(11) Non-federal entities that are a state agency, or agency of a political subdivision of a state and its contractors, must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of the Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

(12) Energy Policy and Conservation Act: The contractor shall meet the mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163,89 Stat.871).

13) Agree to comply with collusion to restrain bids is prohibited, section 45A.325 of Kentucky Model Procurement Code, which restrains, tends to restrain, or is reasonably calculated to restrain competition to bid at a fixed price, or refrain from bidding, or otherwise, is prohibited.

14.) Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

6/12/23

DIGITAL RESOURCE REVIEW REQUIREMENT

If your solution has any digital component OR collects data protected by FERPA (Family Educational Rights and Privacy Act) as part of the service or product implementation, the Board of Education may require a Data Privacy Agreement (DPA) prior to use.

To help determine whether a DPA is needed, the Individual/Vendor/Organization shall complete the vendor application as discussed below. Failure to submit an eligible product for review through the JCPS Digital Resource Review process prior to the proposal return date **MAY** subject a bid to rejection. If in doubt as to whether the vendor application is needed, it is best to submit an application if eligibility is questioned.

Information provided through the vendor application will be used to determine if a data privacy agreement is needed before a collaboration begins. The form should be filled out with information for:

- ANY system that may collect data to tie accounts to individuals, such as any system or portal that requires a login for staff or students (even if that information is only an email address) as well as for
- ANY system that collects educational records.

If a DPA is required, cyber liability insurance and a minimum standard of cybersecurity protection is expected. To demonstrate cybersecurity measures, any company entering an agreement with JCPS will need a SOC II or ISO 27001 certification and be willing to provide that as part of the Digital Resource Review process. If neither documentation is available, a passing score on the JCPS Cybersecurity Risk Evaluation must be obtained (and is included in the Vendor Application).

To begin the Vendor Application, send an email to digitalreviews@jefferson.kyschools.us. Include the RFP # in the subject line and/or body of the email.

C O S T S C H E D U L E C O V E R F O R M

COMPETITIVE NEGOTIATION FOR WIDE AREA NETWORK (WAN) PHASE 2

TO: Wyattte Wynn
Director of Purchasing
Jefferson County Public Schools
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209-1104

These Cost Schedule Forms shall be used in submitting a quote for the services listed herein. Copies will be furnished upon request by the authority issuing the Contract Documents.

THE **COST SCHEDULE FORMS** ARE TO BE SUBMITTED VIA EMAIL AS QUOTATION.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date _____ Telephone (_____) _____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

If none has been issued and received, insert the word, "none.")

*** If this form is not signed bid SHALL be rejected.**

C O S T S C H E D U L E F O R M

Notes: The bid shall be awarded to the best evaluated offeror submitting a proposal meeting all specifications and conditions as outlined in this request for proposal.

Failure to provide all required information may subject your bid to rejection.

Bids must be typewritten or printed neatly in ink. If information cannot be easily determined, your bid shall be subject to rejection.

No alternate bids will be accepted. Only one bid per item will be accepted on this proposal.

This form is to be used to submit pricing information. It must be emailed separately from the rest of the submission. Cost is reviewed in the second phase of the evaluation process.

(JCPS commodity code: 4600800-1026746)

Vendor Name: _____

E-rate eligible construction costs for building or leasing will be included as part of the evaluation for total cost of ownership (TCO) to provide a comprehensive framework for evaluating solutions.

(Special) Construction Costs:

- a. JCPS requests a 4-year installment on the non-discounted portion paid by the District. For any bid option (1, 2 or 3), include any special construction costs directly related to activating and providing the requested services by itemizing these costs:

Year one (1) installment: \$ _____

Year two (2) installment: \$ _____

Year three (3) installment: \$ _____

Year four (4) installment: \$ _____

Total: \$ _____

OPTION 1: Construct and Maintain a JCPS-Owned (Self-Provisioned) Network:

INITIAL COST (CONSTRUCTION): \$ _____

COST ONGOING (ANNUAL MAINTENANCE): \$ _____

TOTAL COST: \$ _____

Phase 2 Site List:

<u>LOCATION</u>	<u>ADDRESS</u>	Option 2- <u>DARK FIBER</u>	Option 3- <u>LIT FIBER</u>
W.E.B. Dubois (new build)	4929 Poplar Level Rd	_____	_____
Jefferson County Board of Ed	1441 Gardiner Ln	_____	_____
Waggener High School	330 S Hubbards Ln	_____	_____
Ballard High School	6000 Brownsboro Rd	_____	_____
Eastern High School	12400 Old Shelbyville Rd	_____	_____
Jeffersontown High School	9600 Old Six Mile Ln	_____	_____
Marion C. Moore School	6415 Outer Loop	_____	_____
Atherton High School	3000 Dundee Rd	_____	_____
Breckinridge-Franklin Elementary	1800 Arlington Ave	_____	_____
Farmer Elementary School	6405 Gellhaus Lane	_____	_____
Fern Creek High School	9115 Fern Creek Rd	_____	_____
Louisville Male High School	4409 Preston Hwy	_____	_____
Lowe Elementary School	210 Oxfordshire Ln	_____	_____
Southern High School	8620 Preston Hwy	_____	_____
Watterson Elementary School	3900 Breckenridge Ln	_____	_____
Westport Middle School	8100 Westport Rd	_____	_____
Breckinridge Metropolitan High	1128 E Broadway	_____	_____
Liberty High School	3901 Atkinson Square Dr	_____	_____
Minor Daniels Academy	1960 Bashford Manor Ln	_____	_____
Seneca High School	3510 Goldsmith Ln	_____	_____
Vanhoose Education Center	3332 Newburg Rd	_____	_____
W.E.B Dubois Academy	3307 E. Indian Trail	_____	_____
Barret Traditional Middle Sch	2561 Grinstead Dr	_____	_____
Carrithers Middle School	4320 Billtown Rd	_____	_____
Crosby Middle School	303 Gatehouse Ln	_____	_____
Echo Trail Middle School	2605 Echo Trl	_____	_____
Esl Newcomer Academy	3741 Pulliam Dr	_____	_____
Highland Middle School	1700 Norris Pl	_____	_____
Jefferson County Trad Middle	1418 Morton Ave	_____	_____

Kammerer Middle School	7315 Wesboro Rd	_____	_____
Knight Middle School	9803 Blue Lick Rd	_____	_____
Newburg Middle School	5008 E Indian Trl	_____	_____
Ramsey Middle School	6409 Gellhaus Lane	_____	_____
The Phoenix School of Discovery	502 Wood Rd	_____	_____
Thomas Jefferson Middle School	1501 Rangeland Rd	_____	_____
Alex R Kennedy Elementary	4515 Taylorsville Road	_____	_____
Audubon Traditional Elem Sch	1051 Hess Ln	_____	_____
Bates Elementary School	7601 Bardstown Rd	_____	_____
Binet School	1281 Gilmore Ln	_____	_____
Blake Elementary School	3801 Bonaventure Blvd	_____	_____
Bloom Elementary School	1627 Lucia Ave	_____	_____
Blue Lick Elementary School	9801 Blue Lick Rd	_____	_____
Bowen Elementary School	1601 Roosevelt Ave	_____	_____
Camp Taylor Elementary School	1446 Belmar Dr	_____	_____
Central High School PE Annex	1401 W Muhammad Ali	_____	_____
Chancey Elementary School	4301 Murphy Lane	_____	_____
Chenoweth Elementary	3622 Brownsboro Rd	_____	_____
Cochrane Elementary School	2511 Tregaron Ave	_____	_____
Dunn Elementary School	2010 Rudy Ln	_____	_____
Fern Creek Elementary School	8703 Ferndale Rd	_____	_____
Field Elementary School	120 Sacred Heart Ln	_____	_____
Goldsmith Lane Elem School	3520 Goldsmith Ln	_____	_____
Greathouse-Shryock Traditional	2700 Browns Ln	_____	_____
Hartstern Elementary School	5200 Morningside Way	_____	_____
Hawthorne Elementary	2301 Clarendon Ave	_____	_____
Hite Elementary School	12408 Old Shelbyville Rd	_____	_____
Indian Trail Elem School	3709 E Indian Trl	_____	_____
Jeffersontown Elem School	3610 Cedarwood Way	_____	_____
Klondike Lane Elem School	3807 Klondike Ln	_____	_____
Laukhuf Elementary School	5100 Capewood Dr	_____	_____
Luhr Elementary School	6900 Fegenbush Ln	_____	_____
Middletown Elementary	218 N Madison Ave	_____	_____

Norton Commons Elementary	10941 King's Crown Drive	_____	_____
Norton Elementary School	8101 Brownsboro Rd	_____	_____
Okolona Elementary School	7606 Preston Hwy	_____	_____
Price Elementary School	5001 Garden Green Way	_____	_____
Rangeland Elementary School	5001 Rangeland Rd	_____	_____
Slaughter Elementary School	3805 Fern Valley Rd	_____	_____
Smyrna Elementary School	6401 Outer Loop	_____	_____
St Matthews Elementary School	601 Browns Ln	_____	_____
Stopher Elementary School	14417 Aiken Road	_____	_____
Tully Elementary School	3300 College Dr	_____	_____
Wheeler Elementary School	5410 Cynthia Dr	_____	_____
Wilder Elementary School	1913 Herr Ln	_____	_____
Wilt Elementary School	6700 Price Ln	_____	_____
Zachary Taylor Elementary	9620 Westport Rd	_____	_____
*Future School Site	750 Dixie Hwy	_____	_____

TOTAL MONTHLY COST FOR ALL

E-RATE ELIGIBLE SITES \$ _____ \$ _____

E-rate ineligible construction costs for building or leasing will be included as part of the evaluation for total cost of ownership (TCO) to provide a comprehensive framework for evaluating solutions.

(Special) Construction Costs:

- a) For any bid option (1, 2 or 3), include any special construction costs directly related to activating and providing the requested services by itemizing these costs for the following locations:

Phase 2 Additional (Non-Instructional) Site List (OPTION 1):

<u>LOCATION</u>	<u>ADDRESS</u>	<u>OPTION 1</u> <u>SPECIAL</u> <u>CONSTRUCTION</u>	<u>OPTION 1</u> <u>ANNUAL</u> <u>MAINTENANCE</u>
Blankenbaker Bus Compound	13071 Middletown Ind Park Blvd	_____	_____

Blue Lick Bus Compound	10705 Blue Lick Rd	_____	_____
Dawson Garage	3440 Preston Hwy	_____	_____
Ernest Camp Edwards Education Complex	731 S. Hancock Street	_____	_____
Nichols Garage	3686 Parthenia Ave	_____	_____
Nutrition Service Center	360 Farmington Ave	_____	_____
Westport ECH	8800 Westport Rd	_____	_____
TOTAL COST FOR			
E-RATE INELIGIBLE SITES:		\$_____	\$_____

OPTION 1: Construct and Maintain a JCPS-Owned (Self-Provisioned) Network:

INITIAL COST (CONSTRUCTION): \$ _____

COST ONGOING (ANNUAL MAINTENANCE): \$ _____

TOTAL COST: \$ _____

Phase 2 Additional (Non-Instructional) Site List (OPTION 2 AND 3):

<u>LOCATION</u>	<u>ADDRESS</u>	<u>OPTION 2- DARK FIBER</u>	<u>OPTION 3- LIT FIBER</u>
Blankenbaker Bus Compound	13071 Middletown Ind Park Blvd	_____	_____
Blue Lick Bus Compound	10705 Blue Lick Rd	_____	_____
Dawson Garage	3440 Preston Hwy	_____	_____
Ernest Camp Edwards Education Complex	731 S. Hancock Street	_____	_____
Nichols Garage	3686 Parthenia Ave	_____	_____
Nutrition Service Center	360 Farmington Ave	_____	_____
Westport ECH	8800 Westport Rd	_____	_____

TOTAL MONTHLY COST FOR

E-RATE INELIGIBLE SITES: \$ _____ \$ _____

TOTAL MONTHLY COST FOR ALL: \$ _____ \$ _____

OPTION 2 AND 3, IF ANY, INITIAL COST (CONSTRUCTION): \$ _____

OPTION 2 AND 3, IF ANY, COST OF ONGOING (ANNUAL MAINTENANCE): \$ _____

OVERALL COST SUMMARY:

Option 1:

- E-Rate Eligible (77 Locations)
 - Total Construction \$ _____
 - Total Annual Maintenance \$ _____
- E-Rate Ineligible (7 Locations)
 - Total Construction \$ _____
 - Total Annual Maintenance \$ _____
- Grand Total: \$ _____

Option 2 And 3:

- E-Rate Eligible (77 Locations) \$ _____
 - Total Service Charges Monthly \$ _____
 - Total Construction (If Any) \$ _____
 - Total Annual Maintenance (If Any) \$ _____
- E-Rate Ineligible (7 Locations)
 - Total Service Charges Monthly \$ _____
 - Total Construction (If Any) \$ _____
 - Total Annual Maintenance (If Any) \$ _____
- Grand Total: \$ _____