



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

REQUEST FOR PROPOSAL

#3193

COMPETITIVE NEGOTIATION

FOR

WIDE AREA NETWORK (WAN) PHASE 3

PROPOSAL RETURN DATE:

**MONDAY, OCTOBER 12, 2026
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://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/4298/JCPS/4060346/Model_Procurement.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 3**.
- 1.2 Additional copies of the RFP may be obtained or on the JCPS web site:
<https://www.jefferson.kyschools.us/page/purchasing#bid-opportunities> prior to the date and time specified for opening.

ARTICLE 2 – MANDATORY PRE-PROPOSAL CONFERENCE

- 2.1 A mandatory 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 **1:00 p.m., Eastern Time, Wednesday, September 9, 2026**, in Building 7, 2nd Floor Conference Room, 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., Thursday, September 3, 2026**. 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., Friday, September 11, 2026**.

ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **11:00 a.m., Eastern Time, Monday, October 12, 2026**. 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 COVER 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.

Criteria	Points
Total cost of eligible services (Primary E-rate Factor, evaluated via Weighted Portfolio)	35
Network Integration and Operational Synergy	20
Quality and robustness of the proposed network design	15
Experience and qualifications of the vendor	10
Project management capabilities and experience with large-scale projects	10
References and past performance	10
TOTAL	100

ARTICLE 10 - CONTRACT PERIOD

- 10.1 **The actual period of the contract will be from January 1, 2027, or date of Board approval (whichever is later) through June 30, 2032, 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:

<https://technology.ky.gov/OCISO/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 hereinafter 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.

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, 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 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 for 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) _____

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SPECIFICATIONS

Jefferson County Public Schools (JCPS) – Wide Area Network (WAN) Phase 3**E-rate Category 1 | Billed Entity Number (BEN): 128769****Response Options Available for Requested Connectivity:**

- **Option A: Leased Lit Fiber Connectivity**
- **Option B: Leased Dark Fiber Network**

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 93,000 students across more than 160 schools and campuses (representing approximately 169 eligible E-rate locations). Currently, JCPS locations are connected through leased lit fiber services. As part of a broader initiative to modernize and provide reliable, scalable, and cost-effective connectivity for its schools, JCPS intends to evaluate options to either 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 school district and Kentucky Department of Education's vision for robust, reliable broadband. JCPS is seeking qualified bidders to participate in this project establishing new connections by leasing a dark fiber network or leasing lit fiber for school district locations in Jefferson County, Kentucky.

To ensure maximum network resiliency, scalability, and bandwidth aggregation, JCPS may elect to establish dual-connected (diverse path) sites. These sites may utilize a leased connection resulting from this RFP in tandem with existing infrastructure or parallel connectivity paths available to the district.

2. Executive Summary

The purpose of this RFP is to solicit bids from qualified service providers for connectivity. This phase will establish the primary infrastructure for connecting schools and school district locations to the head-end internet connection provided by the Kentucky Department of Education. The successful bidder shall 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.

While the **initial phase** of this contract targets **twelve (12) specific initial locations** (detailed in Section 8.1), this procurement is intentionally district-wide in scope. During the contract term,

JCPS may add, remove, relocate, or modify eligible entities and service locations consistent with FCC competitive bidding rules and the scope of this procurement. Any additions shall utilize the unit-rate pricing established through this RFP to adapt to changing district operational needs, construction timelines, or bandwidth requirements.

3. Scope of Work

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

3.1. Network Design, Scalability, & Bandwidth Requirements

The successful bidder shall design a scalable, resilient network that ensures high availability, reliability, and future growth potential for JCPS schools. Bidders shall include scalable bandwidth options, up or down, in their proposal response. The network design shall adhere to industry standards and comprise a robust architecture capable of withstanding various failure scenarios. The design shall 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. All proposed solutions shall include an enterprise-class Service Level Agreement (SLA) meeting or exceeding standard commercial availability metrics (e.g., 99.99% uptime or commercial equivalent) and robust Class of Service (CoS) queuing capabilities built into the baseline Monthly Recurring Cost (MRC).

3.1.1. Scalable Bandwidth Matrix & Mandatory Speed Tiers

To accommodate the widely varying size and infrastructure demands of our 169 eligible sites, the successful bidder shall offer flexible, symmetrical bandwidth scalability over the contract term. Bidders **shall** provide pricing for the baseline options listed in the matrix below. Bidders are encouraged to offer additional incremental speeds or customizable Class of Service (CoS) tiers if available.

To reflect anticipated district-wide purchasing patterns over the contract term and to prevent unbalanced bidding or predatory pricing models across high-capacity or low-capacity tiers, proposals will be evaluated on a weighted composite scale across five critical speed milestones (detailed in Section 6).

The **200 Gbps and 400 Gbps** speed tiers are requested strictly to establish baseline future contractual pricing over the life of the agreement. Inclusion of these tiers does not imply or guarantee that JCPS expects to purchase those speeds during the initial funding year.

Symmetrical Bandwidth Option	Monthly Recurring Cost (MRC)	Non-Recurring Installation Cost (NRC), if any	Special Construction Cost, if any
10 Mbps (Evaluation Anchor - 20%)	\$	\$	\$
100 Mbps	\$	\$	\$
1 Gbps	\$	\$	\$
2.5 Gbps (Evaluation Anchor - 30%)	\$	\$	\$
5 Gbps	\$	\$	\$
10 Gbps (Evaluation Anchor - 20%)	\$	\$	\$
25 Gbps	\$	\$	\$
40 Gbps (Evaluation Anchor - 15%)	\$	\$	\$
50 Gbps	\$	\$	\$
100 Gbps (Evaluation Anchor - 15%)	\$	\$	\$
200 Gbps (Provisional / Contract-Only)	\$	\$	\$
400 Gbps (Provisional / Contract-Only)	\$	\$	\$

- **Non-Recurring Installation Cost (NRC):** Reflects standard costs for activating the service, such as software configuration, site testing, and patching. All standard NRC charges shall be separately itemized from recurring costs and special construction charges.
- **Special Construction Cost:** Represents upfront, one-time charges directly associated with physical fiber deployment (trenching, engineering, design, permits, and splicing). Bidders shall separately identify and itemize all Special Construction costs from standard NRC and monthly recurring charges (MRC).
- **Option A: Leased Lit Fiber:** The successful bidder shall provide dedicated, symmetrical bandwidth meeting the tiers above.
- **Option B: Leased Dark Fiber:** Bidders proposing Option B shall lease continuous, single-mode fiber strands and provide flat fiber lease MRC/NRC alongside associated Maintenance and Operations (M&O) fees. Proposed M&O pricing shall encompass all eligible routine and non-routine maintenance necessary to maintain, repair, and keep the leased dark fiber operational in compliance with FCC Category 1 rules. Because JCPS utilizes standardized, pre-existing district-owned network hardware to terminate WAN connections, the incremental cost of modulating electronics is \$0 for both Option A and Option B, and modulating electronics will be excluded from the evaluation.

3.2. Project Management

The successful bidder shall 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. Active Traffic Routing & Bandwidth Aggregation

JCPS seeks to maximize network uptime and performance. Under this contract, JCPS may elect to order a leased connection (Lit or Dark) for any school, administrative, or support site that may also possess other active connectivity.

- **Bandwidth Aggregation & Active Traffic:** Where dual connections exist, JCPS intends to utilize both connections simultaneously to aggregate total bandwidth, balance distinct network traffic loads (e.g., separating school operations/administrative databases from student instructional traffic), or establish active path-diverse routing to prevent network downtime.
- **E-rate Compliance Note:** JCPS will determine E-rate eligibility and any required cost allocation during FCC Form 471 filing in accordance with current FCC and USAC guidance regarding duplicative services.

3.4. Installation and Construction

The successful bidder shall be responsible for the physical installation of the network infrastructure. All work shall be compliant with local building codes and industry standards. The successful bidder shall ensure minimal disruption to school operations during construction. Bidders shall separately itemize any special construction costs directly related to activating and providing the requested services.

3.5. Testing and Commissioning

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

3.6. Documentation

As-built documentation, including physical medium pathways, equipment locations, and test results, shall be provided at project completion in both electronic and static formats. For leased service options, proprietary network details may be withheld as appropriate. The successful bidder shall also provide training for designated JCPS staff on operating, managing, and monitoring the network.

4. Project Timeline

The estimated physical delivery timeline is **six (6) to nine (9) months** from the date of contract award. Bidders shall provide a detailed project deployment timeline with milestones for the design, construction, testing, and commissioning phases.

5. Proposal Submission Requirements

Bidders shall include the following information in their proposal submission:

1. **Company Overview:** A brief history of the company, including demonstrated experience in building out modern enterprise/K-12 networks.
2. **Project Approach:** A detailed description of the bidder's approach to the design, construction, and implementation of the network.
3. **Technical Specifications & SLA:** A comprehensive description of the network design, physical medium, equipment, materials, and enterprise-class Service Level Agreement (SLA).
4. **Project Management Plan:** A detailed plan for project execution, including key personnel, project timeline, risk mitigation strategies, and coordination procedures with JCPS.
5. **Pricing Matrix:** Complete pricing for all bandwidth options (10 Mbps through 400 Gbps) outlined in Section 3.1.1. Bidders shall strictly isolate and separately itemize monthly recurring costs (MRC), standard non-recurring installation costs (NRC), and special construction costs (if any).
6. **References:** At least three references from previous clients for projects of similar scope and scale.
7. **E-rate Compliance:** Explicit confirmation that the bidder shall comply with all local, state, and federal regulations, including E-rate program rules, maintaining an active SPIN, and supporting SPI/SPAC filing procedures.
8. **Response Option Selected:** Clear confirmation of whether the proposal represents Option A (Leased Lit Fiber) or Option B (Leased Dark Fiber).

6. Evaluation Criteria

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

Criteria	Points
Total cost of eligible services (Primary E-rate Factor, evaluated via Weighted Portfolio)	35
Network Integration and Operational Synergy	20
Quality and robustness of the proposed network design	15
Experience and qualifications of the vendor	10
Project management capabilities and experience with large-scale projects	10
References and past performance	10
TOTAL	100

6.1. Cost Evaluation Methodology (Weighted Portfolio Cost Formula)

To protect the district from unbalanced bidding or predatory pricing models where higher-bandwidth or lower-bandwidth tiers are artificially inflated, the **35 points** allocated to the "Total cost of eligible services" will be evaluated using a weighted composite score across five critical speed tiers.

This weighted evaluation methodology reflects anticipated district-wide purchasing patterns over the life of the contract rather than any single physical site. It incorporates the district's operational model of running high-volume connections (2.5 Gbps baseline) while maintaining the flexibility to down-scale temporary or seasonal sites (10 Mbps) to achieve cost efficiency.

The Composite Evaluated Cost will be calculated as a single dollar figure using the following formula:

Composite Evaluated Cost =

- (Annualized 10 Mbps Monthly Recurring Cost multiplied by 20%) +
- (Annualized 2.5 Gbps Monthly Recurring Cost multiplied by 30%) +
- (Annualized 10 Gbps Monthly Recurring Cost multiplied by 20%) +
- (Annualized 40 Gbps Monthly Recurring Cost multiplied by 15%) +
- (Annualized 100 Gbps Monthly Recurring Cost multiplied by 15%)

Formula Variables Defined:

- **Annualized Cost** is calculated as: Proposed Monthly Recurring Cost (MRC) multiplied by 12 Months.
- **10 Mbps weight** = 0.20
- **2.5 Gbps weight** = 0.30
- **10 Gbps weight** = 0.20
- **40 Gbps weight** = 0.15
- **100 Gbps weight** = 0.15

For Option B (Leased Dark Fiber), the combined flat-rate pricing (Fiber Lease MRC + Maintenance and Operations MRC) will be consistently evaluated across all five weighted tiers as a constant value to model the Total Cost of Ownership (TCO) across the operational bandwidth spectrum.

All standard non-recurring installation costs (NRC) and special construction fees associated with these speed tiers will be evaluated proportionately alongside their respective monthly recurring costs.

6.2. Network Integration and Operational Synergy Evaluation Factors

The **20 points** assigned to "Network Integration and Operational Synergy" will evaluate how effectively the proposed solution integrates with JCPS's ongoing network infrastructure. Evaluators will score proposals based on the following objective factors:

- **Compatibility with Existing Architecture:** Alignment with existing JCPS core network, routing protocols, and hardware interfaces.
- **Ease of Integration:** Seamless onboarding and minimal operational disruption during transition or installation.
- **Operational Simplicity & Management:** Administrative efficiency in monitoring, managing, and maintaining network circuits.
- **Supportability & Maintenance Responsiveness:** Quality of vendor maintenance workflows, ticketing integration, and localized field support capabilities.
- **Interoperability:** Ability to interface reliably with existing district edge devices without requiring unnecessary hardware replacements or proprietary lock-in.

6.3. Additional Technical and Vendor Capability Evaluation Factors

To ensure full transparency, objective scoring, and consistent evaluation across all non-cost categories, evaluators will assess the remaining criteria based on the following specific factors:

- **Quality and Robustness of Proposed Network Design (15 Points):**
 - Network architecture resiliency, pathway diversity, and minimization of single points of failure.

- Specific commitments and parameters outlined in the proposed Service Level Agreement (SLA) (e.g., uptime performance guarantees, mean-time-to-repair metrics).
- Robustness of Class of Service (CoS) queuing and physical medium bandwidth delivery.
- **Experience and Qualifications of the Vendor (10 Points):**
 - Demonstrated corporate stability and history of providing enterprise/K-12 telecommunications services.
 - Experience navigating E-rate Category 1 rules, invoicing mechanisms (SPI/BEAR), and compliance requirements.
 - Operational capacity and technical resources (including qualified regional partners or subcontractors) necessary to meet contract obligations.
- **Project Management Capabilities & Large-Scale Project Experience (10 Points):**
 - Quality, thoroughness, and realism of the proposed construction and deployment schedule.
 - Identification of project risks, permitting workflows, and clear mitigation strategies.
 - Qualifications of assigned key project personnel and structured communication/reporting plans for JCPS.
- **References and Past Performance (10 Points):**
 - Feedback and performance ratings from at least three client references for projects of similar scale and scope.
 - Demonstrated track record of meeting deployment milestones and overall service reliability.

7. General Terms and Conditions

- JCPS reserves the right to accept or reject any or all proposals in accordance with applicable purchasing laws.
- Award of this contract does not obligate JCPS to purchase services for every listed location. Services will be ordered on an as-needed basis, subject to annual E-rate funding availability, Board approval where applicable, and district operational requirements. No minimum quantity of services is guaranteed.
- All submissions must include an active E-rate Service Provider Identification Number (SPIN) and fully comply with E-rate Category 1 program guidelines.
- Bidders are responsible for ensuring the technical and pricing accuracy and completeness of their proposals.

8. Site Locations and Connection Requirements

8.1. Initial Phase Site List (Target: 12 Locations)

The contract resulting from this procurement will initially connect the following twelve (12) locations to the primary JCPS hub. The initial baseline speed for installation is **2.5 Gbps symmetrical**, with seamless scalability up to **400 Gbps** over the contract term utilizing the pricing matrix in Section 3.1.1.

Initial Bandwidth	Name	Type	Address	City	State	Zip Code
2.5 Gbps	Boys And Girls Haven	School	2301 Goldsmith Lane	Louisville	KY	40218
2.5 Gbps	Brooklawn	School	2125 Goldsmith Lane	Louisville	KY	40218
2.5 Gbps	Home Of the Innocents School	School	1020 East Market St	Louisville	KY	40206
2.5 Gbps	JRJDC	School	8711 Lagrange Road	Louisville	KY	40242
2.5 Gbps	Mary Jo And William Macdonald Maryhurst	School	1015 Dorsey Ln	Louisville	KY	40223
2.5 Gbps	Peace Academy	School	2020 Newburg Road	Louisville	KY	40205
2.5 Gbps	St Joseph School	School	1420 E Washington St	Louisville	KY	40206
2.5 Gbps	The Brook-KMI	School	8521 Lagrange Road	Louisville	KY	40242
2.5 Gbps	West Louisville Elev8	NIF	2490 Anderson St	Louisville	KY	40211
2.5 Gbps	Blankenbaker Bus Compound	NIF	13071 Middletown Ind Park Blvd	Louisville	KY	40223
2.5 Gbps	Blue Lick Bus Compound	NIF	10705 Blue Lick Rd	Louisville	KY	40229
2.5 Gbps	Dawson Garage	NIF	3440 Preston Hwy	Louisville	KY	40213

8.2. Future Potential Locations (District-Wide Scope & Scalability)

All remaining JCPS school, administrative, and Non-Instructional Facility (NIF) locations are eligible for service under this contract. Please refer to **Appendix A** of the bidding documents for the complete list of all approximately 169 physical addresses and entity numbers. Bidders shall guarantee that the unit-rate pricing proposed in Section 3.1.1 will apply if JCPS elects to provision leased WAN services to any of these additional locations during the contract term.

8.2.1. Ongoing Site Additions, Changes, and Growth:

1. In-Scope Site Additions & Modifications: During the contract term, JCPS may add, remove, relocate, or modify eligible entities and service locations consistent with FCC competitive bidding rules and the scope of this procurement. Any additions shall utilize the pricing schedule established through this RFP.

2. Relocation of Services: From time to time, school locations and/or facilities may relocate, requiring transfer of services to a new address. Proposals shall include provisions to relocate service within the Jefferson County, Kentucky geographic area using established contract pricing.

3. Bandwidth Growth: Proposals shall include provisions to increase or decrease bandwidth utilizing the pricing options in Section 3.1.1 as district operational bandwidth requirements evolve.

Appendix A: Current Full District Site List

The following list of approximately 169 current locations is provided as a representative guide for the potential full geographic footprint of this procurement. This list represents the physical addresses and entities within scope of this contract at the time of publication. This list is inclusive currently but is subject to administrative adjustment or clerical correction as district operational needs evolve. Any new or modified site established within the geographic scope during the contract terms will be eligible for provisioning under the unit-rate terms of the resulting agreement in accordance with FCC rules.

Site Name	Type	Street Address	City	State	ZIP Code
Alex R Kennedy Elementary School	School	4515 Taylorsville Rd	Louisville	KY	40220
Atherton High School	School	3000 Dundee Rd	Louisville	KY	40205
Atkinson Academy	School	2811 Duncan St	Louisville	KY	40212
Auburndale Elementary School	School	5749 New Cut Rd	Louisville	KY	40214
Audubon Traditional Elem Sch	School	1051 Hess Ln	Louisville	KY	40217
Ballard High School	School	6000 Brownsboro Rd	Louisville	KY	40222
Barret Traditional Middle Sch	School	2561 Grinstead Dr	Louisville	KY	40206
Bates Elementary School	School	7601 Bardstown Rd	Louisville	KY	40291
Binet School	School	1281 Gilmore Ln	Louisville	KY	40213
Blake Elementary School	School	3801 Bonaventure Blvd	Louisville	KY	40219
Blankenbaker Bus Compound	NIF	13071 Middletown Ind Park Blvd	Louisville	KY	40223
Bloom Elementary School	School	1627 Lucia Ave	Louisville	KY	40204
Blue Lick Bus Compound	NIF	10705 Blue Lick Rd	Louisville	KY	40229
Blue Lick Elementary School	School	9801 Blue Lick Rd	Louisville	KY	40229
Bowen Elementary School	School	1601 Roosevelt Ave	Louisville	KY	40242
Boys And Girls Haven	School	2301 Goldsmith Lane	Louisville	KY	40218
Brandeis Elementary School	School	2817 W Kentucky St	Louisville	KY	40211
Breckinridge Metropolitan High School	School	1128 E Broadway	Louisville	KY	40204
Breckinridge-Franklin Elementary School	School	1800 Arlington Ave	Louisville	KY	40206
Brooklawn	School	2125 Goldsmith Lane	Louisville	KY	40218
Butler Traditional High School	School	2222 Crums Ln	Louisville	KY	40216
Byck Elementary School	School	2328 Cedar St	Louisville	KY	40212
Camp Taylor Elementary School	School	1446 Belmar Dr	Louisville	KY	40213
Cane Run Elementary School	School	3951 Cane Run Rd	Louisville	KY	40211
Carrithers Middle School	School	4320 Billtown Rd	Louisville	KY	40299
Carter Trad Elementary School	School	3628 Virginia Ave	Louisville	KY	40211
CB Young Service Center	School	3001 Crittenden Dr	Louisville	KY	40209
Central High School	School	1130 W Chestnut St	Louisville	KY	40203
Central High School PE Annex	Annex	1401 W Muhammad Ali	Louisville	KY	40203
Chancey Elementary School	School	4301 Murphy Ln	Louisville	KY	40241
Chenoweth Elementary School	School	3622 Brownsboro Rd	Louisville	KY	40207

Churchill Park School	School	435 Boxley Ave	Louisville	KY	40209
Cochran Elementary School	School	500 W Gaulbert Ave	Louisville	KY	40208
Cochrane Elementary School	School	2511 Tregaron Ave	Louisville	KY	40299
Coleridge-Taylor Elem School	School	1115 W Chestnut St	Louisville	KY	40203
Conway Middle School	School	6300 Terry Rd	Louisville	KY	40258
Coral Ridge Elementary School	School	10608 National Turnpike	Fairdale	KY	40118
Crosby Middle School	School	303 Gatehouse Ln	Louisville	KY	40243
Crums Lane Elementary School	School	3212 S Crums Ln	Louisville	KY	40216
Dawson Garage	NIF	3440 Preston Hwy	Louisville	KY	40213
Dixie Elementary School	School	10201 Casalanda Dr	Louisville	KY	40272
Doss High School	School	7601 Saint Andrews Church Rd	Louisville	KY	40214
Dr. Blaine Hudson Middle School	School	750 Dixie Hwy	Louisville	KY	40203
Dunn Elementary School	School	2010 Rudy Ln	Louisville	KY	40207
Dupont Manual High School	School	120 W Lee St	Louisville	KY	40208
Eastern High School	School	12400 Old Shelbyville	Louisville	KY	40243
Echo Trail Middle School	School	2605 Echo Trail	Louisville	KY	40245
Eisenhower Elementary School	School	5300 Jessamine Ln	Louisville	KY	40258
Engelhard Elementary School	School	1004 S 1st St	Louisville	KY	40203
Ernest Camp Edwards Education Complex	NIF	731 S. Hancock St	Louisville	KY	40203
Esl Newcomer Academy	School	3741 Pulliam Ave	Louisville	KY	40218
Fairdale Elementary School	School	10101 Mitchell Hill	Fairdale	KY	40118
Fairdale High Career Academy	School	1001 Fairdale Rd	Fairdale	KY	40118
Farmer Elementary School	School	6405 Gellhaus Ln	Louisville	KY	40299
Farnsley Middle School	School	3400 Lees Lane	Louisville	KY	40216
Fern Creek Elementary School	School	8703 Ferndale Rd	Louisville	KY	40291
Fern Creek High School	School	9115 Fern Creek Rd	Louisville	KY	40291
Field Elementary School	School	120 Sacred Heart Ln	Louisville	KY	40206
Foster Traditional Academy	School	4020 Garland Ave	Louisville	KY	40211
Frayser Elementary School	School	1230 Larchmont Ave	Louisville	KY	40215
Frederick Law Olmsted Academy North	School	4530 Bellevue Ave	Louisville	KY	40215
Frederick Law Olmsted Academy South	School	5650 Southern Pkwy	Louisville	KY	40214
Georgia Chaffee TAPP	School	1010 Neighborhood Pl	Fairdale	KY	40118
Goldsmith Lane Elem School	School	3520 Goldsmith Ln	Louisville	KY	40220
Grace James (Roosevelt-Perry School)	School	1606 Magazine St	Louisville	KY	40203
Grace James Academy	School	5127 Terry Rd	Louisville	KY	40216
Greathouse-Shryock Traditional	School	2700 Browns Ln	Louisville	KY	40220
Greenwood Elementary School	School	5801 Greenwood Rd	Louisville	KY	40258
Gutermuth Elementary School	School	1500 Sanders Ln	Louisville	KY	40216
Hartstern Elementary School	School	5200 Morning Star Way	Louisville	KY	40219
Hawthorne Elementary School	School	2301 Clarendon Ave	Louisville	KY	40205
Hazelwood Elementary School	School	1325 Bluegrass Ave	Louisville	KY	40215
Highland Middle School	School	1700 Norris Pl	Louisville	KY	40205
Hite Elementary School	School	12408 Old Shelbyville	Louisville	KY	40243
Home Of The Innocents School	School	1020 East Market	Louisville	KY	40206

Hudson 6th Grade Academy	School	1107 S 17th St	Louisville	KY	40210
Hudson Middle School	School	3526 W Muhammad Ali Blvd	Louisville	KY	40212
Indian Trail Elem School	School	3709 E Indian Trail	Louisville	KY	40213
Iroquois High School	School	4615 Taylor Blvd	Louisville	KY	40215
J. Graham Brown School-Ahrens	School	546 S 1st St	Louisville	KY	40202
Jacob Elementary School	School	3701 W Wheatmore Dr	Louisville	KY	40215
Jefferson County Board of Education	NIF	1441 Gardiner Ln	Louisville	KY	40213
Jefferson County High School	School	900 South Floyd St	Louisville	KY	40203
Jefferson County Trad Middle School	School	1418 Morton Ave	Louisville	KY	40204
Jeffersontown Elem School	School	3610 Cedarwood Way	Louisville	KY	40299
Jeffersontown High School	School	9600 Old Six Mile Ln	Louisville	KY	40299
Johnson Trad Middle School	School	2509 Wilson Ave	Louisville	KY	40210
Johnsontown Road Elem School	School	7201 Johnsontown Rd	Louisville	KY	40272
JRJDC	School	8711 Lagrange Road	Louisville	KY	40242
Kammerer Middle School	School	7315 Wesboro Rd	Louisville	KY	40222
Kennedy Montessori Elementary School	School	3800 Gibson Ln	Louisville	KY	40211
Kenwood Elementary School	School	7420 Justan Ave	Louisville	KY	40214
Kerrick Elementary School	School	2210 Upper Hunters Trace	Louisville	KY	40216
Klondike Lane Elem School	School	3807 Klondike Ln	Louisville	KY	40218
Knight Middle School	School	9803 Blue Lick Rd	Louisville	KY	40229
Lassiter Middle School	School	8200 Candelwood Dr	Louisville	KY	40214
Laukhuf Elementary School	School	5100 Capewood Dr	Louisville	KY	40229
Layne Elementary School	School	9831 East Ave	Louisville	KY	40272
Liberty High School	School	3901 Atkinson Square	Louisville	KY	40218
Lincoln Elementary Performing Arts	School	930 E Main St	Louisville	KY	40206
Louisville Male High School	School	4409 Preston Hwy	Louisville	KY	40213
Louisville Metro Youth Center	School	720 West Jefferson St	Louisville	KY	40202
Lowe Elementary School	School	210 Oxfordshire Ln	Louisville	KY	40222
Luhr Elementary School	School	6900 Fegenbush Ln	Louisville	KY	40228
Marion C. Moore School	School	6415 Outer Loop	Louisville	KY	40228
Mary Jo And William Macdonald Maryhurst	School	1015 Dorsey Ln	Louisville	KY	40223
Maupin Elementary School	School	1312 Catalpa St	Louisville	KY	40211
Mcferran Elementary School	School	1900 S 7th St	Louisville	KY	40208
Medora Elementary School	School	11801 Deering Rd	Louisville	KY	40272
Meyzeek Middle School	School	828 S Jackson St	Louisville	KY	40203
Middletown Elementary School	School	218 N Madison Ave	Louisville	KY	40243
Mill Creek Elementary School	School	3816 Dixie Hwy	Louisville	KY	40216
Minor Daniels Academy	School	1960 Bashford Manor Ln	Louisville	KY	40218
Minors Lane Elem School	School	8510 Minors Ln	Louisville	KY	40219
Newburg Middle School	School	5008 E Indian Trail	Louisville	KY	40218
Nichols Bus Compound	NIF	3686 Parthenia Ave	Louisville	KY	40215
Noe Middle School	School	121 W Lee St	Louisville	KY	40208
Norton Commons Elementary School	School	10941 King's Crown Drive	Prospect	KY	40059
Norton Elementary School	School	8101 Brownsboro Rd	Louisville	KY	40241

Nutrition Service Center	NIF	360 Farmington Ave	Louisville	KY	40209
Okolona Elementary School	School	7606 Preston Highway	Louisville	KY	40219
Peace Academy	School	2020 Newburg Road	Louisville	KY	40205
Pleasure Ridge Park High School	School	5901 Greenwood Rd	Louisville	KY	40258
Portland Elementary School	School	3410 Northwestern Pkwy	Louisville	KY	40212
Price Elementary School	School	5001 Garden Green Way	Louisville	KY	40218
Ramsey Middle School	School	6409 Gellhaus Ln	Louisville	KY	40299
Rangeland Elementary School	School	5001 Rangeland Rd	Louisville	KY	40219
Rutherford Elementary School	School	301 Southland Blvd	Louisville	KY	40214
Sanders Elementary School	School	8408 Terry Rd	Louisville	KY	40258
Schaffner Traditional Elementary	School	2701 Crums Ln	Louisville	KY	40216
Semple Elementary School	School	724 Denmark St	Louisville	KY	40215
Seneca High School	School	3510 Goldsmith Ln	Louisville	KY	40220
Shacklette Elementary School	School	5310 Mercury Dr	Louisville	KY	40258
Shelby Traditional Academy	School	930 Mary St	Louisville	KY	40204
Slaughter Elementary School	School	3805 Fern Valley Rd	Louisville	KY	40219
Smyrna Elementary School	School	6401 Outer Loop	Louisville	KY	40228
Southern High School	School	8620 Preston Hwy	Louisville	KY	40219
St Joseph School	School	1420 E Washington St	Louisville	KY	40206
St Matthews Elementary School	School	601 Browns Lane	Louisville	KY	40207
Stonestreet Elementary School	School	10007 Stonestreet Rd	Louisville	KY	40272
Stopher Elementary School	School	14417 Aiken Rd	Louisville	KY	40245
Stuart Middle School	School	4601 Valley Station Rd	Louisville	KY	40272
The Academy @ Shawnee	School	4018 W Market St	Louisville	KY	40212
The Brook-Dupont	School	1405 Browns Lane	Louisville	KY	40207
The Brook-Kmi	School	8521 Lagrange Road	Louisville	KY	40242
The Phoenix School of Discovery	School	502 Wood Rd	Louisville	KY	40222
Thomas Jefferson Middle School	School	1501 Rangeland Rd	Louisville	KY	40219
Trunnell Elementary School	School	7609 Saint Andrews Church Rd	Louisville	KY	40214
Tully Elementary School	School	3300 College Dr	Louisville	KY	40299
Valley High School	School	10200 Dixie Hwy	Louisville	KY	40272
Vanhooe Education Center	NIF	3332 Newburg Rd	Louisville	KY	40218
W.E.B Dubois Academy	School	3307 E. Indian Trail	Louisville	KY	40213
W.E.B. Dubois Academy	School	4929 Poplar Level Rd	Louisville	KY	40213
Waggener High School	School	330 S Hubbards Ln	Louisville	KY	40207
Waller-Williams Environmental	School	2415 Rockford Ln	Louisville	KY	40216
Watterson Elementary School	School	3900 Breckenridge Ln	Louisville	KY	40218
Wellington Elementary School	School	4800 Kaufmans Ln	Louisville	KY	40216
West Louisville Elev8	NIF	2490 Anderson St	Louisville	KY	40211
Western High School	School	2501 Rockford Ln	Louisville	KY	40216
Western Middle School of The Arts	School	2201 W Main St	Louisville	KY	40212
Westport ECH	NIF	8800 Westport Rd	Louisville	KY	40242
Westport Middle School	School	8100 Westport Rd	Louisville	KY	40242
Wheeler Elementary School	School	5410 Cynthia Dr	Louisville	KY	40291

Wilder Elementary School	School	1913 Herr Ln	Louisville	KY	40222
Wilkerson Traditional Elementary School	School	5601 Johnsontown Rd	Louisville	KY	40272
William H. Perry Elementary School	School	755 Dixie Hwy	Louisville	KY	40210
Wilt Elementary School	School	6700 Price Ln	Louisville	KY	40229
ZT Campus Swing Space School	School	9620 Westport Rd	Louisville	KY	40241

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

Revised June 2023

DIGITAL RESOURCE REVIEW REQUIREMENT

If your solution has any digital component, collects data protected by FERPA (Family Educational Rights and Privacy Act) or other sensitive data 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. Any winning bids will be provisionally awarded on the condition that they are approved by the JCPS Digital Resource Review (DRR) and complete a DPA if required. Failure to secure approval from the DRR will result in the bid being rejected.

Information provided to the DRR 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 is available, a passing score on the JCPS Data Risk Evaluation must be obtained (and is included in the Vendor Application).

To begin the Vendor Application, the Individual/Vendor/Organization will need to create their profile on the DRR Platform (as explained in this [Provider User Guide](#)). Once that is done, follow the instructions on the slide twenty-six (26) of the users guide to respond to the public Vendor Application for JCPS. If you have any questions, send an email to digitalreviews@jefferson.kyschools.us. Include the RFP # in the subject line and/or body of the email.

PROPOSAL FORM

COMPETITIVE NEGOTIATION FOR WIDE AREA NETWORK (WAN) PHASE 3

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.

THE PROPOSAL FORM IS TO BE SUBMITTED VIA EMAIL AS PROPOSAL.

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 and returned with your proposal submission, your 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 in your PROPOSAL submission:

1. **Company Overview:** A brief history of the company, including demonstrated experience in building out modern enterprise/K-12 networks.
2. **Project Approach:** A detailed description of the bidder's approach to the design, construction, and implementation of the network.
3. **Technical Specifications & SLA:** A comprehensive description of the network design, physical medium, equipment, materials, and enterprise-class Service Level Agreement (SLA).
4. **Project Management Plan:** A detailed plan for project execution, including key personnel, project timeline, risk mitigation strategies, and coordination procedures with JCPS.
5. **References:** At least three references from previous clients for projects of similar scope and scale.
6. **E-rate Compliance:** Explicit confirmation that the bidder shall comply with all local, state, and federal regulations, including E-rate program rules, maintaining an active SPIN, and supporting SPI/SPAC filing procedures.
7. **Response Option Selected:** Clear confirmation of whether the proposal represents Option A (Leased Lit Fiber) or Option B (Leased Dark Fiber).

Provide the following documentation in your QUOTATION submission:

1. **Pricing Matrix:** Complete pricing for all bandwidth options (10 Mbps through 400 Gbps) outlined in Section 3.1.1. Bidders shall strictly isolate and separately itemize monthly recurring costs (MRC), standard non-recurring installation costs (NRC), and special construction costs (if any).

VENDOR CHECKLIST

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

SUBMIT IN ADVANCE:

_____ Pre-Proposal Questions & Mandatory Pre-Proposal Conference (Page 5)

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

- _____ Certificate of Insurance Requirement (Page 32)
- _____ Proposal Form (Page 34)
- _____ Responses (Page 35)
- _____ Completed Vendor Checklist (Page 36)
- _____ Resident Vendor Affidavit – if applicable (Page 37)
- _____ Required Vendor Information (Page 38)
- _____ Certification Regarding Lobbying (page 39)
- _____ Vendor Representative Form (page 40)
- _____ Verification of Business Status Form (page 41)
- _____ Vendor Reference Form (Page 40)
- _____ Bidder must submit a current W-9 form with response

SUBMIT AS QUOTATION VIA EMAIL:

- _____ Cost Schedule Cover Form (Page 44)
- _____ Cost Schedule Form with Pricing (Pages 45-56)

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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	☐	NO	☐
Is your company Woman-Owned (WBE)?*	YES	☐	NO	☐
Is your company a Service-Disabled Veteran-Owned Business (SDVOB)?**	YES	☐	NO	☐
Is your company owned and operated by a person(s) with a disability (HBE)?**	YES	☐	NO	☐

*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
Proposal No. 3193

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

COST SCHEDULE COVER FORM

COMPETITIVE NEGOTIATION FOR WIDE AREA NETWORK (WAN) PHASE 3

TO: Wyatt 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:

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 and returned with your quotation submission, your bid SHALL be rejected.**

COST SCHEDULE FORM

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: 4600800-1027218

VENDOR/BIDDER NAME: _____

Continue to next page for price table.

Jefferson County Public Schools (JCPS)

Purchasing Department – Service Provider Cost Schedule Worksheet

Project: Category 1 Wide Area Network (WAN) Phase 3

Billed Entity Number (BEN): 128769

E-rate FY: FY2027 (Category 1)

Bidding Instructions & Rate Hierarchy

1. **Governing Rate Sheet (Table 1):** The unit rates established in **Table 1 (Standard Unit Pricing Matrix)** govern all circuit bandwidth pricing district-wide. If JCPS upgrades, downgrades, or modifies the bandwidth tier for any site during the contract term, the unit pricing in Table 1 will apply automatically.
2. **Unified Bidding Structure & Dual Submissions:** Bidders may submit a proposal for Option A (Leased Lit Fiber), Option B (Leased Dark Fiber), or **both Options**. Bidders proposing both Option A and Option B must submit separate, complete Cost Schedule Worksheets for each option to ensure each solution is evaluated independently and cleanly under E-rate competitive bidding rules.
3. **Monthly Recurring Costs (MRC):**
 - **Option A (Lit Fiber):** MRC entries must include standard enterprise Class of Service (CoS) queueing and standard SLA availability guarantees (minimum 99.99% uptime).
 - **Option B (Dark Fiber):** MRC entries must reflect the total combined monthly fiber strand lease fee plus all routine and non-routine Maintenance & Operations (M&O) fees. Modulating electronics are JCPS-provided (\$0.00) and must be used regardless of Option A or Option B.
4. **Non-Recurring Costs (NRC) & Special Construction:**
 - **NRC:** Standard activation/installation charges.
 - **Special Construction:** Physical fiber deployment build charges (trenching, engineering, splicing, permitting).
 - Both NRC and Special Construction must be unbundled and itemized per site in Table 2 where applicable.
5. **Master Site Schedule Structure (Table 2):**
 - **Part A (Initial 12 Target Sites):** Bidders **must** quote MRC, NRC, and Special Construction at the baseline speed specification of **2.5 Gbps Symmetrical**.
 - **Part B (Remaining District Sites - Appendix A Footprint):** Bidders may quote site-specific non-recurring/construction charges or check the uniform pricing box if standard unit rates apply district-wide.

Table 1: Governing Standard Unit Pricing Matrix (District-Wide)

This matrix establishes the contractual unit rates for any site added, moved, or changed during the contract term. Applies equally to Option A (Lit Fiber) and Option B (Dark Fiber).

Bandwidth / Service Tier	Symmetric al Speed	Monthly Recurring Cost (MRC)	Non-Recurring Install Cost (NRC)	Special Constructi on Cost (If Any)	Evaluation Weight
Tier 1	10 Mbps	\$	\$	\$	20% (Evaluation Anchor)
Tier 2	100 Mbps	\$	\$	\$	N/A
Tier 3	1 Gbps	\$	\$	\$	N/A
Tier 4	2.5 Gbps	\$	\$	\$	30% (Evaluation Anchor)
Tier 5	5 Gbps	\$	\$	\$	N/A
Tier 6	10 Gbps	\$	\$	\$	20% (Evaluation Anchor)
Tier 7	25 Gbps	\$	\$	\$	N/A
Tier 8	40 Gbps	\$	\$	\$	15% (Evaluation Anchor)
Tier 9	50 Gbps	\$	\$	\$	N/A
Tier 10	100 Gbps	\$	\$	\$	15% (Evaluation Anchor)
Tier 11	200 Gbps	\$	\$	\$	Provisional / Contract Only

Tier 12	400 Gbps	\$	\$	\$	Provisional / Contract Only
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Table 2: Master District Site Schedule (Initial 12 Target Sites + Full District Footprint)

[] **Vendor Checkbox for Part B:** Proposed pricing is uniform district-wide based on the Table 1 Unit Pricing Matrix (enter site-specific Special Construction in the table below only where applicable).

Part A: Initial Target Locations (Phase 3 Immediate Scope - 2.5 Gbps Baseline Speed)

Site Name	Baseline Speed	MRC (\$)	NRC (\$)	Special Const. (\$)
Boys And Girls Haven	2.5 Gbps			
Brooklawn	2.5 Gbps			
Home Of the Innocents School	2.5 Gbps			
JRJDC	2.5 Gbps			
Mary Jo And William Macdonald Maryhurst	2.5 Gbps			
Peace Academy	2.5 Gbps			
St Joseph School	2.5 Gbps			
The Brook-Kmi	2.5 Gbps			
West Louisville Elev8	2.5 Gbps			
Blankenbaker Bus Compound	2.5 Gbps			
Blue Lick Bus Compound	2.5 Gbps			
Dawson Garage	2.5 Gbps			
SUBTOTAL (Phase 3 Target	2.5 Gbps	\$	\$	\$

Monthly / Upfront)				
TOTAL 1ST YEAR COST (12x MRC + NRC + Special Const.)				\$

Part B: Remaining District Footprint (Eligible Optional Locations / Appendix A)

The baseline specification for all potential locations below is 2.5 Gbps Symmetrical, governed by Table 1 unit rates. Any site may be provisioned at any tier listed in Table 1.

Site Name	Baseline Speed	MRC (\$)	NRC (\$)	Special Const. (\$)
Alex R Kennedy Elementary School	2.5 Gbps	\$		
Atherton High School	2.5 Gbps	\$		
Atkinson Academy	2.5 Gbps	\$		
Auburndale Elementary School	2.5 Gbps	\$		
Audubon Traditional Elem Sch	2.5 Gbps	\$		
Ballard High School	2.5 Gbps	\$		
Barret Traditional Middle Sch	2.5 Gbps	\$		
Bates Elementary School	2.5 Gbps	\$		
Binet School	2.5 Gbps	\$		
Blake Elementary School	2.5 Gbps	\$		
Bloom Elementary School	2.5 Gbps	\$		
Blue Lick Elementary School	2.5 Gbps	\$		
Bowen Elementary School	2.5 Gbps	\$		
Brandeis Elementary School	2.5 Gbps	\$		

Breckinridge Metropolitan High School	2.5 Gbps	\$		
Breckinridge-Franklin Elementary School	2.5 Gbps	\$		
Butler Traditional High School	2.5 Gbps	\$		
Byck Elementary School	2.5 Gbps	\$		
Camp Taylor Elementary School	2.5 Gbps	\$		
Cane Run Elementary School	2.5 Gbps	\$		
Carrithers Middle School	2.5 Gbps	\$		
Carter Trad Elementary School	2.5 Gbps	\$		
CB Young Service Center	2.5 Gbps	\$		
Central High School	2.5 Gbps	\$		
Central High School PE Annex	2.5 Gbps	\$		
Chancey Elementary School	2.5 Gbps	\$		
Chenoweth Elementary School	2.5 Gbps	\$		
Churchill Park School	2.5 Gbps	\$		
Cochran Elementary School	2.5 Gbps	\$		
Cochrane Elementary School	2.5 Gbps	\$		
Coleridge-Taylor Elem School	2.5 Gbps	\$		
Conway Middle School	2.5 Gbps	\$		
Coral Ridge Elementary School	2.5 Gbps	\$		
Crosby Middle School	2.5 Gbps	\$		
Crums Lane Elementary School	2.5 Gbps	\$		
Dixie Elementary School	2.5 Gbps	\$		

Doss High School	2.5 Gbps	\$		
Dr. Blaine Hudson Middle School	2.5 Gbps	\$		
Dunn Elementary School	2.5 Gbps	\$		
Dupont Manual High School	2.5 Gbps	\$		
Eastern High School	2.5 Gbps	\$		
Echo Trail Middle School	2.5 Gbps	\$		
Eisenhower Elementary School	2.5 Gbps	\$		
Engelhard Elementary School	2.5 Gbps	\$		
Ernest Camp Edwards Education Complex	2.5 Gbps	\$		
Esl Newcomer Academy	2.5 Gbps	\$		
Fairdale Elementary School	2.5 Gbps	\$		
Fairdale High Career Academy	2.5 Gbps	\$		
Farmer Elementary School	2.5 Gbps	\$		
Farnsley Middle School	2.5 Gbps	\$		
Fern Creek Elementary School	2.5 Gbps	\$		
Fern Creek High School	2.5 Gbps	\$		
Field Elementary School	2.5 Gbps	\$		
Foster Traditional Academy	2.5 Gbps	\$		
Frayser Elementary School	2.5 Gbps	\$		
Frederick Law Olmsted Academy North	2.5 Gbps	\$		
Frederick Law Olmsted Academy South	2.5 Gbps	\$		

Georgia Chaffee TAPP	2.5 Gbps	\$		
Goldsmith Lane Elem School	2.5 Gbps	\$		
Grace James (Roosevelt-Perry School)	2.5 Gbps	\$		
Grace James Academy	2.5 Gbps	\$		
Greathouse-Shryock Traditional	2.5 Gbps	\$		
Greenwood Elementary School	2.5 Gbps	\$		
Gutermuth Elementary School	2.5 Gbps	\$		
Hartstern Elementary School	2.5 Gbps	\$		
Hawthorne Elementary School	2.5 Gbps	\$		
Hazelwood Elementary School	2.5 Gbps	\$		
Highland Middle School	2.5 Gbps	\$		
Hite Elementary School	2.5 Gbps	\$		
Hudson 6th Grade Academy	2.5 Gbps	\$		
Hudson Middle School	2.5 Gbps	\$		
Indian Trail Elem School	2.5 Gbps	\$		
Iroquois High School	2.5 Gbps	\$		
J. Graham Brown School-Ahrens	2.5 Gbps	\$		
Jacob Elementary School	2.5 Gbps	\$		
Jefferson County Board of Education	2.5 Gbps	\$		
Jefferson County High School	2.5 Gbps	\$		
Jefferson County Trad Middle School	2.5 Gbps	\$		

Jeffersontown Elem School	2.5 Gbps	\$		
Jeffersontown High School	2.5 Gbps	\$		
Johnson Trad Middle School	2.5 Gbps	\$		
Johnsontown Road Elem School	2.5 Gbps	\$		
Kammerer Middle School	2.5 Gbps	\$		
Kennedy Montessori Elementary School	2.5 Gbps	\$		
Kenwood Elementary School	2.5 Gbps	\$		
Kerrick Elementary School	2.5 Gbps	\$		
Klondike Lane Elem School	2.5 Gbps	\$		
Knight Middle School	2.5 Gbps	\$		
Lassiter Middle School	2.5 Gbps	\$		
Laukhuf Elementary School	2.5 Gbps	\$		
Layne Elementary School	2.5 Gbps	\$		
Liberty High School	2.5 Gbps	\$		
Lincoln Elementary Performing Arts	2.5 Gbps	\$		
Louisville Male High School	2.5 Gbps	\$		
Louisville Metro Youth Center	2.5 Gbps	\$		
Lowe Elementary School	2.5 Gbps	\$		
Luhr Elementary School	2.5 Gbps	\$		
Marion C. Moore School	2.5 Gbps	\$		
Maupin Elementary School	2.5 Gbps	\$		
Mcferran Elementary School	2.5 Gbps	\$		

Medora Elementary School	2.5 Gbps	\$		
Meyzeek Middle School	2.5 Gbps	\$		
Middletown Elementary School	2.5 Gbps	\$		
Mill Creek Elementary School	2.5 Gbps	\$		
Minor Daniels Academy	2.5 Gbps	\$		
Minors Lane Elem School	2.5 Gbps	\$		
Newburg Middle School	2.5 Gbps	\$		
Nichols Bus Compound	2.5 Gbps	\$		
Noe Middle School	2.5 Gbps	\$		
Norton Commons Elementary School	2.5 Gbps	\$		
Norton Elementary School	2.5 Gbps	\$		
Nutrition Service Center	2.5 Gbps	\$		
Okolona Elementary School	2.5 Gbps	\$		
Pleasure Ridge Park High School	2.5 Gbps	\$		
Portland Elementary School	2.5 Gbps	\$		
Price Elementary School	2.5 Gbps	\$		
Ramsey Middle School	2.5 Gbps	\$		
Rangeland Elementary School	2.5 Gbps	\$		
Rutherford Elementary School	2.5 Gbps	\$		
Sanders Elementary School	2.5 Gbps	\$		
Schaffner Traditional Elementary	2.5 Gbps	\$		
Semple Elementary School	2.5 Gbps	\$		

Seneca High School	2.5 Gbps	\$		
Shacklette Elementary School	2.5 Gbps	\$		
Shelby Traditional Academy	2.5 Gbps	\$		
Slaughter Elementary School	2.5 Gbps	\$		
Smyrna Elementary School	2.5 Gbps	\$		
Southern High School	2.5 Gbps	\$		
St Matthews Elementary School	2.5 Gbps	\$		
Stonestreet Elementary School	2.5 Gbps	\$		
Stopher Elementary School	2.5 Gbps	\$		
Stuart Middle School	2.5 Gbps	\$		
The Academy @ Shawnee	2.5 Gbps	\$		
The Brook-Dupont	2.5 Gbps	\$		
The Phoenix School of Discovery	2.5 Gbps	\$		
Thomas Jefferson Middle School	2.5 Gbps	\$		
Trunnell Elementary School	2.5 Gbps	\$		
Tully Elementary School	2.5 Gbps	\$		
Valley High School	2.5 Gbps	\$		
Vanhoose Education Center	2.5 Gbps	\$		
W.E.B Dubois Academy	2.5 Gbps	\$		
W.E.B. Dubois Academy	2.5 Gbps	\$		
Waggener High School	2.5 Gbps	\$		
Waller-Williams Environmental	2.5 Gbps	\$		
Watterson Elementary School	2.5 Gbps	\$		

Wellington Elementary School	2.5 Gbps	\$		
Western High School	2.5 Gbps	\$		
Western Middle School of The Arts	2.5 Gbps	\$		
Westport ECH	2.5 Gbps	\$		
Westport Middle School	2.5 Gbps	\$		
Wheeler Elementary School	2.5 Gbps	\$		
Wilder Elementary School	2.5 Gbps	\$		
Wilkerson Traditional Elementary School	2.5 Gbps	\$		
William H. Perry Elementary School	2.5 Gbps	\$		
Wilt Elementary School	2.5 Gbps	\$		
ZT Campus Swing Space School	2.5 Gbps	\$		

Vendor Execution & Certification

- **Vendor Name:** _____
- **SPIN Number:** _____
- **Option Proposed for this Worksheet Submission:** *(Note: Bidders proposing both Option A and Option B must complete and submit a separate copy of this Cost Schedule Worksheet for each option.)*
 - ☐ **Option A:** Leased Lit Fiber Connectivity
 - ☐ **Option B:** Leased Dark Fiber Network
- **Authorized Signature:** _____ **Date:** _____