



HENRY COUNTY PUBLIC SCHOOLS

Funding Year 2027 Fiber WAN Request for Proposals

Managed Leased Lit Fiber Services

Release date	October 1, 2026
Proposal deadline	December 4, 2026 at 12:00 p.m. ET
Anticipated board award	December 21, 2026
Required service date	July 1, 2027

RFP contact: Andy Buchholz, Chief Information Officer
andy.buchholz@henry.kyschools.us

Section 1 Administrative Overview

1.1 Purpose

Henry County Board of Education invites qualified service providers to submit proposals for managed fiber wide area network services for Henry County Public Schools. The district intends to obtain reliable, scalable Layer 2 connectivity between the district's designated hub and eligible remote locations beginning **July 1, 2027**.

The district will seek E-Rate support for eligible services for Funding Year 2027 and later funding years covered by the resulting contract. *Any award is contingent on board approval, compliance with applicable federal, state, and local procurement requirements, and the district's determination that sufficient funding is available.*

1.2 Requested proposals

The district requests proposals only for a **managed leased lit fiber** solution. **Dark fiber, an indefeasible right of use, and a self-provisioned network are outside the scope of this procurement.** Bidders must provide all facilities, service-provider equipment, installation, maintenance, monitoring, and support required to deliver the service described in this RFP. The district will evaluate the bandwidth levels, contract terms, and optional services expressly listed in the service and pricing schedules.

A bidder may propose an alternative that exceeds a stated requirement, but it must also provide a fully responsive proposal for each required baseline option. Alternatives must be priced separately and may not replace a required response.

1.3 Procurement schedule

The district anticipates the following procurement schedule. The proposal deadline will be no earlier than the Allowable Contract Date associated with the district's certified FY2027 FCC Form 470 and will comply with any longer period required by Kentucky law or district policy.

Milestone	Date or status
Board approval of RFP	September 21, 2026
Release of RFP and certification of FCC Form 470	October 1, 2026
Individual site walkthroughs by appointment	October 19-November 13, 2026
Deadline for written questions	November 13, 2026
Publication of final questions and responses	November 20, 2026
Proposal deadline	December 4, 2026, at 12:00 p.m. ET
Proposal evaluation	December 7-18, 2026
Board approval of selected proposal	December 21, 2026
Submission of proposed lease to KDE	Promptly after board approval
Contract execution	After KDE approval
FCC Form 471 certification	After contract execution and during the FY2027 filing window
Service start date	July 1, 2027

The **December 21, 2026** board action will approve the selected proposal and authorize the district to proceed, *subject to all required approvals*. Because the total lease value is expected to exceed \$100,000, the district will submit the proposed lease and Local Board Attorney Certification to the Kentucky Department of Education after board approval. *The lease will not be finalized or take effect until approval by the Commissioner of Education*. Following KDE approval, the district anticipates completing contract execution and certifying FCC Form 471 during the FY2027 filing window.

The district may revise this schedule by written addendum. If a material addendum requires recalculation of the E-Rate waiting period, the district may extend the proposal deadline and any affected later milestones.

1.4 Communications and questions

The district's contact for this procurement is **Andy Buchholz, Chief Information Officer**, at **andy.buchholz@henry.kyschools.us**. **All questions concerning this procurement must be submitted by email to Andy Buchholz at andy.buchholz@henry.kyschools.us no later than November 13, 2026.** Bidders must not contact other district employees, board members, consultants, or evaluators concerning this procurement unless the district provides written authorization.

The district will issue written responses to material questions and will make those responses available to all prospective bidders through an addendum or other publication method identified in the RFP. Oral explanations are not binding. Information provided during a site walkthrough will not modify the RFP unless the district confirms it in writing and makes it available to all bidders.

Public questions and responses will be available in the [Henry County Public Schools FY2027 Fiber WAN RFP Questions and Responses](#). The questions-and-responses document is informational and does not amend the RFP. A change to the solicitation is effective **only when issued through a written addendum** and posted as required by the E-Rate program and applicable procurement rules.

1.5 Addenda and material changes

The district may amend the RFP by written addendum. Bidders are responsible for reviewing all addenda and acknowledging them in their proposals. If an addendum materially changes the services requested or the competitive bidding process, the district will observe any newly calculated E-Rate waiting period before selecting a provider, executing a contract, or filing FCC Form 471.

1.6 Proposal submission

Proposals must be submitted electronically by email to **Andy Buchholz** at **andy.buchholz@henry.kyschools.us** by the date and time stated in the procurement schedule. The subject line must identify the submission as the Henry County Public Schools FY2027 Fiber WAN Proposal. A proposal is timely only if it is received in the designated mailbox before the deadline. **The district will not consider a proposal received after the deadline.**

The district may reject a **materially incomplete proposal** as nonresponsive. After the deadline, the district may request written clarification or waive a minor informality only to the extent permitted by law and only when doing so does not change the proposal's price, quality, quantity, delivery, scope, or comparative standing. A bidder may not use clarification to cure a material omission or revise its proposal.

1.7 Reservation of rights

To the extent permitted by applicable law, the district may reject any or all proposals, waive minor informalities that do not affect price, quality, quantity, delivery, or the fair treatment of bidders, request written clarification, verify proposal information, and cancel or revise the procurement when doing so serves the district's interests. The district will document its evaluation and award decision.

The district is not responsible for a bidder's proposal preparation costs. Submission of a proposal does not create a contract or obligate the district to purchase any service.

1.8 Contract term and renewal pricing

The district requires a **minimum initial contract term of five years** beginning **July 1, 2027**. The contract may include up to **five additional one-year renewal terms**, each exercisable **solely at the district's option** and *subject to applicable E-Rate funding, board-approval, and Kentucky requirements*.

The proposal must state the price for the initial five-year term and **explicitly itemize the price for each successive one-year renewal term**. If pricing changes after the initial term, the bidder must identify the amount and effective period of each change. A general escalation clause, percentage adjustment, or reference to future market rates **does not satisfy this requirement** unless the resulting price for every renewal year is also stated expressly in the proposal.

Section 2 Service Scope and Network Design

2.1 Service locations

The district requests **managed leased lit fiber** connectivity between the designated hub and the remote locations listed below. **Each location must be priced separately.** The required logical topology is described in Section 2.4.

Location	Service address	Role
Henry County Middle School	1124 Eminence Road, New Castle, KY 40050	Designated hub
Campbellsburg Elementary School	270 Cardinal Drive, Campbellsburg, KY 40011	Required remote site
Eastern Elementary School	6928 Bethlehem Road, Pleasureville, KY 40057	Required remote site
New Castle Elementary School	182 South Property Road, New Castle, KY 40050	Required remote site
Henry County Public Schools Annex	326 South Main Street, New Castle, KY 40050	Variable remote site

2.2 Bandwidth pricing options

For each location and bandwidth option, the bidder must **separately itemize all monthly recurring charges and all one-time, non-recurring charges.** Non-recurring charges must identify **installation, activation, special construction, service-provider equipment, and any other upfront cost as separate line items.** A charge that does not apply **must be shown as \$0.** For each required remote site, the bidder must provide this pricing for **2 Gbps and 10 Gbps** service. The bidder may also provide a separately priced 5 Gbps option. The district may select different bandwidth levels by location and may choose any required or optional bandwidth level that best meets its needs and evaluation criteria.

Remote location	Required price options	Optional price options
Campbellsburg Elementary School	2 Gbps and 10 Gbps	5 Gbps
Eastern Elementary School	2 Gbps and 10 Gbps	5 Gbps
New Castle Elementary School	2 Gbps and 10 Gbps	5 Gbps
Henry County Public Schools Annex	500 Mbps, 1 Gbps, and 2 Gbps	5 Gbps and 10 Gbps

2.3 Annex circuit flexibility

The Annex at 326 South Main Street is a variable service location. The district may elect not to activate that circuit or **may discontinue it at any time during the initial term or a renewal term upon 60 days' written notice.** The district may exercise this right if it sells, vacates, ceases using, or no longer requires network service at the facility.

Discontinuing the Annex circuit **will not terminate or otherwise affect service to the remaining locations.** The provider **may not impose an early-termination charge, liquidated damages, minimum-revenue adjustment, loss of discount, or repricing of another circuit** because the Annex circuit is not activated or is discontinued. **Recurring charges for the Annex circuit must cease on its effective disconnection date.** The provider must cooperate with reasonable documentation needed for any related E-Rate filing or funding adjustment.

2.4 Logical topology

The service must provide a **Layer 2 hub-and-spoke topology**. Each remote location must have a **separate logical point-to-point connection** to the designated hub at Henry County Middle School. Each connection must terminate in the district-designated **main distribution frame (MDF)** at the remote location and in the district-designated MDF at the hub.

The provider may use shared provider infrastructure, but traffic for each district connection **must remain logically separated from other customers**. This requirement does not mandate physically diverse fiber routes or a separate physical handoff for every circuit at the hub. Physical handoff and interface requirements are addressed in the technical requirements section.

Section 3 Technical and Performance Requirements

3.1 Network performance

The provider must deliver Layer 2 service with at least **99.95% monthly availability** for each circuit and **maximum latency of 25 milliseconds** between each remote location and the hub under normal operating conditions. The service must support district-managed quality of service (QoS). The bidder must describe how availability and latency are measured and reported.

3.1.1 SLA measurement

Availability will be **measured separately for each circuit for each calendar month**. Monthly availability equals the total minutes in the month, minus unavailable minutes, divided by the total minutes in the month, multiplied by 100. An unavailable minute is a minute during which the circuit cannot transmit traffic at the contracted service boundary or is materially impaired so that it cannot reasonably perform its intended function.

An outage begins at the **earlier of detection by the provider's monitoring or notice from the district**. It ends when service has been restored at the contracted handoff, is stable, and is available for district use. The provider's ticket must record both times. Multiple interruptions caused by the same unresolved incident will be treated as one continuing outage for measurement and reporting.

Excluded time is limited to scheduled maintenance performed during a district-approved maintenance window after **at least five business days' advance notice**; a documented failure entirely within district-owned equipment or configuration; or another exclusion expressly stated in the executed contract. An exclusion based on district equipment requires the diagnostic evidence described in Section 3.4. Emergency maintenance must be reported promptly and remains subject to district review before exclusion from availability calculations.

3.2 Handoffs and provider equipment

The provider must terminate its service in the district-designated MDF at each location and provide all service-provider equipment needed to deliver the contracted bandwidth. The provider must furnish a district-approved copper Ethernet or fiber SFP+ handoff, the appropriate transceivers when fiber is used, and all patch cables needed to connect the provider equipment to district equipment. Final connector type, optic type, and handoff medium will be coordinated with the district before installation.

3.3 Support center and contacts

The provider must operate a support center staffed and available **24 hours per day, 7 days per week, 365 days per year**. The district must be able to report an incident at any time by telephone and electronic means. The provider must supply at least two escalation contacts and maintain an escalation path capable of engaging technical and management personnel appropriate to the severity and duration of an incident.

3.4 Proactive monitoring and incident ownership

The provider must proactively monitor every circuit, provider-managed interface, and provider-owned device used to deliver the service. Monitoring must detect loss of connectivity and material degradation, including repeated link transitions, interface errors, packet loss, and other conditions that may interrupt or impair service.

When provider monitoring detects a service outage or material degradation, the provider must **open an incident ticket without waiting for the district to report the problem**. The provider must **notify the district within 15 minutes of detection** and provide the ticket number, affected location or circuit, detection time, known symptoms, and current response status. Automated ticket creation or notification does not replace the provider's duty to begin diagnosis and restoration.

The provider will **retain ownership of the incident through service restoration**. If the provider suspects district equipment or configuration, it must perform reasonable testing to identify the service boundary and provide actionable evidence, such as relevant timestamps, interface state, error counters, MAC-learning or MAC-move events, and configuration or security events. The provider **may not close the ticket merely by stating that the cause appears to be on the customer side**. It must remain reasonably available to coordinate testing until service is restored or the district acknowledges receipt of sufficient diagnostic evidence to continue its own corrective work.

3.5 Response and repair

Provider personnel must begin active problem diagnosis and resolution **within one hour** after the earlier of provider detection or district notification. When on-site work is reasonably necessary, the provider must **dispatch a qualified technician within two hours**. The provider must provide status updates at reasonable intervals established by incident severity and continue restoration efforts until service is stable.

3.6 Service-affecting controls and MAC events

The bidder **must disclose any MAC-learning limits, port-security settings, loop-protection features, storm-control settings, automated shutdowns, hold-down timers, or similar controls** that can disable or restrict a district circuit. Such controls must be coordinated with the district and may not be enabled or materially changed after acceptance without district approval, except for an emergency action necessary to protect the provider network.

If any automated control disables, rate-limits, or otherwise impairs a circuit, the provider must generate an incident ticket and notify the district as required above. The provider must identify the triggering event and affected device or interface and assist in isolating and correcting the condition. Provider equipment and configuration must be designed so that a **MAC-address conflict, MAC-move event, or other similar Layer 2 condition does not silently degrade, restrict, or disable service without detection, notification, and documented diagnostic information**.

3.7 Maintenance and incident documentation

The provider is responsible for maintenance and repair of all provider fiber, cabling, electronics, and other equipment used to deliver the service. Planned maintenance should occur during non-business hours and must be communicated to the district in advance. For any outage lasting more than 15 minutes or any recurring incident of the same apparent type, the provider must furnish a **written incident summary** identifying the timeline, cause or best available cause assessment, corrective action, and steps intended to prevent recurrence.

Section 4 Implementation Transition and Acceptance

4.1 Implementation plan and schedule

Within 10 business days after the district issues written notice to proceed, the provider must submit a detailed implementation plan for district approval. The plan must identify the provider's project manager and escalation contacts and include design review, site surveys, permitting, construction, equipment delivery, configuration, testing, cutover, and contingency milestones for each circuit. The plan must identify dependencies on the district, the incumbent provider, utilities, property owners, or other third parties and must state the date by which each dependency must be resolved.

The provider must maintain the approved schedule and **promptly identify any risk to a milestone or the July 1, 2027 service start date**. Status reports will be provided at least monthly until 90 days before the service start date and at least weekly thereafter. Each report must state completed work, work planned for the next reporting period, open risks or decisions, and corrective action for any delayed item. A district-approved schedule does not transfer responsibility for provider-controlled work to the district.

4.2 Site coordination and installation

All site access, surveys, construction, cabling, equipment placement, power requirements, and MDF work must be coordinated in advance with the district. Work that may interrupt district operations must occur during a district-approved maintenance window. Provider personnel and subcontractors must comply with district safety, security, identification, and access procedures while on district property. The provider is responsible for permits, utility coordination, restoration of disturbed property, removal of installation debris, and correction of damage caused by its work.

The provider may perform authorized installation work before **July 1, 2027** only after contract execution and district approval and only as permitted by applicable E-Rate rules. Early installation does not authorize an early service start or invoice date and does not constitute district acceptance.

4.3 Transition and cutover

The provider must coordinate the transition with the district and, when necessary, the incumbent service provider. The transition must be planned to minimize disruption and preserve the district's ability to operate its existing WAN until the replacement service is ready. Where technically and commercially feasible, the provider must support a brief overlap between existing and replacement connectivity for testing and cutover. Any charge for proposed overlap or temporary service must be separately identified in the proposal and approved by the district before it is incurred.

No production cutover may occur without the district's written approval of the date and maintenance window. Before cutover, the provider must supply a written procedure identifying responsibilities, contact information, the sequence of work, validation steps, expected interruption, and a rollback plan. Unless the district approves otherwise, service-affecting cutover work must occur outside normal instructional and business hours. The provider must remain engaged through validation and restoration of stable service.

4.4 Readiness milestone

All required circuits, handoffs, provider equipment, monitoring, and support processes must be installed, configured, and **ready for district acceptance testing by June 15, 2027**, unless the district approves a different date in writing. The provider must plan and perform any provider-controlled construction or installation early enough to meet this milestone. The contractual service start remains **July 1, 2027**.

4.5 Testing and documentation

Before requesting acceptance, the provider must test each circuit end to end with the district. Testing must verify the contracted bandwidth, Layer 2 connectivity to the hub, handoff and optic operation, latency, packet

loss, interface errors, and any district-approved QoS markings. The provider must also **demonstrate that its monitoring detects a test interruption, creates a ticket, and initiates the notification process** required by Section 3. The parties will coordinate test methods, duration, traffic levels, and maintenance windows so testing does not disrupt district operations.

The provider must furnish written test results for each circuit, an as-built logical diagram, circuit identifiers, handoff and equipment details, provider demarcation points, support and escalation contacts, and any information reasonably needed for district operations and E-Rate records. Testing or documentation that does not meet the RFP and contract requirements must be corrected and resubmitted at no additional cost.

4.6 Acceptance and commencement of charges

Acceptance requires written confirmation from the district after required testing and documentation are complete. Use of a circuit for testing, limited production traffic, transition, or emergency purposes **does not constitute acceptance**. Payment, silence, or the passage of time will not be deemed acceptance of deficient or incomplete service.

The district may accept circuits individually, but a remote circuit will not be accepted unless the hub service and the end-to-end connection for that remote site are operational. The district may issue a written punch list and may condition acceptance on correction of listed items. The provider must correct deficiencies and repeat affected testing without additional charge. **Recurring charges for a circuit may begin no earlier than July 1, 2027** and only after that circuit has been accepted and made available for district use.

4.7 Delay or failure to deliver

If the provider becomes aware that a required circuit or milestone may be delayed, it must **notify the district immediately**, explain the cause and effect, and provide a written recovery plan. The provider must update that plan until the risk is resolved. The district may require reasonable schedule changes, additional status meetings, or other corrective measures necessary to protect the transition.

The district **will not pay recurring charges for a circuit before acceptance** or while the provider has not made it available for use. If an operational circuit is not available by **July 1, 2027**, the district may obtain temporary continuity service to protect district operations. **E-Rate support for temporary service is not assured**. Unless USAC authorizes support through an applicable funding request, provider change, or other approved program process, the district may be required to pay the temporary-service cost without E-Rate reimbursement.

If the awarded provider is unable to perform, the district **may pursue an operational service-provider identification number (SPIN) change** to an eligible replacement provider, subject to USAC approval, the original competitive-bidding record, the executed contract, and applicable state and local procurement requirements. A provider change does not by itself authorize a change in the funded service. The district may also request any necessary service substitution when permitted by E-Rate rules. The provider must promptly supply records, notices, credits, billing corrections, and other reasonable cooperation needed for an E-Rate filing or review. **Nothing in this RFP guarantees that USAC will approve or fund temporary or replacement service.**

When the delay or failure is attributable to the provider, the provider **must reimburse the district for reasonable, documented incremental costs incurred to maintain connectivity**, including the portion of eligible temporary or replacement service that **would reasonably have been covered by the district's expected E-Rate discount but is not reimbursed**. The district may also terminate the affected circuit or contract without early-termination charges, minimum-revenue adjustments, loss of discount, or repricing of accepted circuits. These remedies will be coordinated with Section 8 and may not result in duplicate recovery for the same cost or loss.

Section 5 E-Rate Requirements

5.1 Program compliance and provider status

The provider must comply with all applicable Federal Communications Commission (FCC), Universal Service Administrative Company (USAC), and Schools and Libraries E-Rate Program requirements throughout the procurement, contract term, invoicing period, and record-retention period. The provider is responsible for maintaining the registrations, accounts, certifications, and personnel needed to participate in the program.

The proposal must identify the provider's **active Service Provider Identification Number (SPIN)**, also known as its 498 ID, and FCC Registration Number. Before award and throughout performance, the provider must maintain an active E-Rate Productivity Center account, current FCC Form 498 information, and any registration or remittance information required by USAC. The provider must **file the FCC Form 473 Service Provider Annual Certification (SPAC) for each applicable funding year** before an E-Rate invoice can be processed. The provider must immediately notify the district of any change that may affect its eligibility, registration, payment status, or ability to participate in E-Rate.

5.2 Application and review cooperation

The provider must furnish accurate and complete information reasonably requested by the district for the FCC Form 471, program-integrity review, funding review, post-commitment request, invoicing, appeal, audit, or other E-Rate purpose. Unless the district establishes a shorter reasonable deadline, requested information must be provided **within five business days**. The provider must designate an E-Rate contact who can resolve application, contract, service, and invoicing questions.

Supporting information must reconcile to the proposal and contract and must identify each circuit, location, bandwidth, contract date and term, service start date, monthly recurring charge, non-recurring charge, and applicable cost allocation. The provider must **separately identify eligible and ineligible products, services, features, and charges** and must provide a reasonable, documented allocation when a charge includes both eligible and ineligible components. The district determines what it will request on its E-Rate forms, subject to USAC and FCC review.

5.3 Funding contingencies and district election

E-Rate funding is not guaranteed. The district **may reduce, defer, or cancel affected services** if funding is denied, reduced, delayed, rescinded, or otherwise unavailable, or if the district determines that its non-discount share is not available. The district will provide written notice of its election. Except for accepted services actually delivered before the effective date of the district's action, the provider may not impose an early-termination charge, liquidated damages, minimum-revenue adjustment, loss of discount, or repricing of remaining circuits because the district exercises this right.

A funding commitment **does not authorize billing for service that has not been delivered and accepted**. If funding is issued after service begins, any retroactive E-Rate invoicing must be limited to eligible, approved service actually delivered on or after the authorized service start date and must comply with the applicable funding commitment and invoicing rules.

5.4 Invoicing method and invoice content

The **district will select the invoicing method for each funding request** as permitted by E-Rate rules. The provider must support the district's selected method, whether Service Provider Invoicing (SPI) or Billed Entity Applicant Reimbursement (BEAR), and any invoicing-method change approved through the applicable USAC process.

All invoices must be accurate, itemized by circuit and service period, and consistent with the contract, the applicable Funding Request Number (FRN), and the Funding Commitment Decision Letter or other USAC decision. Each invoice must state the invoice date, dates of service, district location, circuit identifier,

bandwidth, description, quantity, pre-discount charge, credits or adjustments, eligible amount, ineligible amount, applicable discount percentage, district share, and amount requested from USAC, as applicable. Charges may not be shifted between circuits, locations, FRNs, or eligible and ineligible categories without district approval and any required USAC approval.

Under SPI, the provider must bill the district only for its non-discount share of approved eligible charges, plus separately identified ineligible charges, and must timely submit the FCC Form 474. The provider must give the district a copy of each proposed SPI invoice **at least 10 business days before submission to USAC** and must correct any district-identified error before filing. Under BEAR, the provider must issue an accurate full-cost invoice, allow the district to pay in accordance with contract terms, and timely provide information reasonably required for the district's FCC Form 472. The district remains responsible for paying its required non-discount share and will not accept any waiver, credit, or arrangement prohibited by E-Rate rules.

5.5 Lowest corresponding price and price reductions

The provider must comply with the E-Rate **lowest corresponding price requirements** and may not charge the district more for eligible services than it charges similarly situated non-residential customers for similar services unless an exception is authorized under applicable FCC rules. The provider must promptly apply any required price reduction and notify the district of information that materially affects the applicable price.

All discounts, promotional pricing, service credits, refunds, and other price reductions **must reduce the actual pre-discount charge** when required by E-Rate rules and must be reflected consistently on district invoices and USAC submissions. The provider **may not seek E-Rate reimbursement for an amount credited, waived, refunded, or not actually charged to the district.**

5.6 Records audits and investigations

The provider must retain all records needed to demonstrate compliance and support every charge for **at least 10 years after the later of the last day of the applicable funding year or the service delivery deadline** for the funding request, or longer if required by law, an audit, an appeal, or a preservation notice. Records must include the proposal, contract, amendments, correspondence, service and circuit records, installation and acceptance records, invoices, credits, proof of delivery, cost allocations, USAC submissions, payment records, and documentation supporting the services actually provided.

The provider must make relevant records available to the district, USAC, the FCC, and other authorized auditors or agencies upon reasonable request and must cooperate with reviews, audits, investigations, and corrective actions. The provider must impose equivalent retention and cooperation requirements on subcontractors whose work supports an E-Rate-funded service.

5.7 Provider errors and funding recovery

The provider must promptly correct any inaccurate invoice, filing, certification, service record, cost allocation, or other provider-supplied information. If USAC reduces, denies, rescinds, delays, or recovers funding because of the provider's act, omission, late filing, inaccurate information, ineligible charge, failure to maintain required status, or other noncompliance, the **district will not be responsible for the affected discounted amount** to the extent permitted by law. The provider must reimburse the district for amounts the district is required to return, together with reasonable documented costs directly resulting from the provider's noncompliance, except to the extent caused by the district.

The provider must assist with a timely appeal or other corrective filing when requested by the district. Cooperation with an appeal does not postpone the provider's duty to issue credits or reimbursements required by the contract, unless the district agrees otherwise in writing.

5.8 Post commitment changes

The provider **may not substitute a service, change a circuit or bandwidth, transfer performance to another provider, change the SPIN used for billing, or modify an E-Rate-supported charge without the district's prior written approval.** The provider must cooperate with any FCC Form 500, service substitution, operational SPIN change, invoicing-method change, commitment adjustment, or other post-commitment action the district determines is necessary. District approval does not represent or guarantee USAC approval or funding.

Section 6 Proposal Instructions and Pricing

6.1 Complete and self-contained proposal

Each proposal must be **complete, responsive, and sufficiently detailed** for the district to evaluate the offered service without relying on oral explanations, external marketing material, or information submitted after the deadline. The proposal must respond in the order of this section and use the section numbers below. A bidder may include concise supporting material, but a link to a website or external repository does not replace information required in the proposal.

The district may request clarification as permitted by Section 1. A clarification may explain information already submitted but may not cure a material omission, introduce a materially different solution, or change pricing after the deadline.

6.2 Required proposal contents

The proposal must conform to the following requirements and present its contents in the order shown. Each bold label below must appear as a proposal heading. When the district supplies a form, the bidder must use that form as directed in Section 6.3.

- **Cover Page:** Provide a signed cover page identifying the bidder's legal name, business address, proposal contact, telephone number, email address, active SPIN or 498 ID, FCC Registration Number, and Kentucky Secretary of State organization number, if applicable.
- **Executive Summary:** Identify the proposed service, contract term, bandwidth option or options, and any material feature that distinguishes the proposal.
- **Technical Response:** Describe the Layer 2 hub-and-spoke design, logical separation, handoffs, provider equipment, monitoring, support, maintenance, and the bidder's ability to meet every requirement in Sections 2 and 3.
- **Implementation and Transition Plan:** Address the requirements and milestones in Section 4 and identify the project manager and escalation contacts proposed for implementation.
- **District Response Forms:** Include every completed form required by Section 6.3 and provided in Section 9.
- **Required Attachments:** Include the certifications, disclosures, insurance evidence, and other documentary evidence required by Section 9.

6.3 Required district forms

The bidder must complete and submit each district-provided form listed below without deleting required fields, changing the form's structure, or substituting a bidder-created format. The bidder may expand a response area or attach a clearly identified continuation page when necessary, but must preserve the form's labels, row order, and requested units. If a requested entry does not apply, the bidder must enter Not applicable and briefly explain why.

- **Pricing Schedules:** Provide all circuit, bandwidth, recurring, non-recurring, initial-term, renewal-term, fee, credit, and eligible/ineligible pricing required by Sections 2 and 6.
- **Compliance Matrix:** Respond to every listed requirement using the permitted response choices and cite the proposal page containing supporting information.
- **Exceptions Schedule:** Disclose every exception, assumption, qualification, proposed contract change, and dependency. Submit the form marked None if there are no exceptions.
- **Reference Form:** Provide three references for comparable, currently operating multi-site WAN services, preferably for Kentucky public school districts or similar public entities, including each requested contact and service detail.
- **Certifications and Disclosures:** Complete and sign every certification, acknowledgement, and disclosure included in Section 9.

6.4 Compliance matrix and exceptions

The bidder must provide a compliance matrix addressing each requirement in Sections 1 through 8 and each applicable response form. For every item, the bidder must state **Complies, Complies with exception, or Does not comply** and cite the proposal page containing the supporting response. A statement of Complies means the bidder accepts and will perform the requirement as written without an unstated condition.

Every exception, assumption, qualification, proposed contract change, or dependency must be identified in one consolidated exceptions schedule. **Silence does not create an exception.** Language contained only in boilerplate, a hyperlink, an attachment, or the bidder's standard terms will not modify the RFP or become part of an award unless the district expressly accepts it in writing. The district may reject a material exception as nonresponsive.

6.5 Subcontractors and service responsibility

The proposal must identify every subcontractor or affiliated carrier expected to perform a material part of the service, construction, monitoring, maintenance, or support and describe each party's role. The awarded provider **remains fully responsible for end-to-end performance**, E-Rate compliance, security, support, restoration, records, and all subcontracted work. The use or replacement of a subcontractor does not reduce or transfer the provider's obligations and requires any approval stated in the final contract.

6.6 Pricing instructions

Pricing must be complete, firm, and stated in United States dollars. The bidder must use the district's pricing forms and separately price each circuit, location, and bandwidth option requested in Section 2. Prices must not depend on the district purchasing an optional bandwidth, activating the Annex circuit, or purchasing an unrequested product or service.

For every required and optional configuration, the proposal must separately itemize:

- The monthly recurring charge for each circuit during each year of the five-year initial term.
- The monthly recurring charge for each of the five optional one-year renewal terms.
- Each one-time or non-recurring charge, including installation, activation, construction, provider equipment, engineering, permits, and any other upfront charge, with a description of what the charge includes.
- Each tax, governmental assessment, regulatory charge, surcharge, and other amount that may be billed to the district, identified by exact name, authority or charge type, rate or calculation basis, applicability, current estimated amount, and the bidder's E-Rate eligibility position.
- The E-Rate-eligible amount, the ineligible amount, and the documented allocation method for any charge containing both eligible and ineligible components.
- Any promotional credit, waived charge, construction contribution, service credit, or other reduction used to calculate the offered price.

The monthly recurring charges must include all ordinary costs of providing the service and all provider-controlled administrative, regulatory-recovery, cost-recovery, network-access, property-tax-recovery, or similar charges. A bidder may separately state a tax, governmental assessment, or mandatory regulatory pass-through charge only when Appendix B identifies the charge and provides its authority or type, rate or objectively calculable basis, applicability, current estimate, and E-Rate eligibility position. A generic statement such as plus applicable taxes and fees is not sufficient.

A charge not expressly identified in the proposal will be deemed included in the stated price and may not be added after award. After award, a separately stated governmental tax, assessment, or mandatory regulatory pass-through charge may change only to reflect an applicable change in law or an externally established rate, without provider markup and with supporting documentation. The provider must apply any exemption for which the district supplies valid documentation. Usage-based, index-based, percentage-based, pass-through, or future-market pricing is otherwise unacceptable unless the proposal states the exact

amount or a complete, objectively calculable formula for every contract year and the district expressly accepts it. Renewal pricing must comply with Section 1.8.

6.7 Evaluated cost schedules

The bidder must provide a **five-year total evaluated cost** for each complete required bandwidth configuration. Each total must equal **60 months of all applicable monthly recurring charges plus all applicable non-recurring charges** and the bidder's estimated taxes, governmental assessments, regulatory charges, and surcharges, before any E-Rate discount. The bidder must also provide the total price for each optional bandwidth configuration and each individual renewal year. The district will verify all calculations and may correct an obvious arithmetic extension while preserving the stated unit prices, subject to applicable procurement rules.

For evaluation, the district may include every amount reasonably expected to be billed, whether the bidder characterizes it as eligible or ineligible. The bidder's eligibility designation is informational and does not bind the district, USAC, or the FCC. E-Rate reimbursement is limited to charges determined eligible and approved for the applicable funding year.

The bidder must provide a separate price for every Annex bandwidth option. The Annex price **must be independently removable** as provided in Section 2.3 and may not be embedded in, bundled with, or used to condition the price of another circuit. If the bidder offers an alternative configuration, it must submit a complete separate pricing schedule and may not substitute that alternative for any required price.

6.8 Price validity and withdrawal

The proposal and all offered prices must remain valid for **at least 120 calendar days after the proposal deadline**. A bidder may withdraw its proposal by written notice received before the deadline. After the deadline, withdrawal or correction is permitted only to the extent allowed by applicable Kentucky procurement requirements and does not obligate the district to permit a change.

6.9 Confidential information and district records

Proposal materials may become district records subject to disclosure under applicable law. A bidder requesting confidential treatment must clearly mark each specific portion and provide the legal basis for the request; **a blanket confidentiality designation is not acceptable**. The district does not guarantee that marked material will be withheld and will make disclosure decisions according to applicable law. Pricing, the bidder's identity, and information necessary to document the E-Rate competitive-bidding and award process must not be designated confidential except to the extent expressly permitted by law.

Section 7 Evaluation and Award

7.1 Initial review

The district will first review each proposal for timely submission, completeness, required signatures and forms, material responsiveness, bidder eligibility, and compliance with mandatory requirements. The district **may reject a late, incomplete, nonresponsive, conditional, or materially noncompliant proposal** as permitted by Section 1 and applicable law. A proposal that fails to offer a required service or pricing option may be excluded from evaluation for the affected configuration.

The district may waive or permit correction of a minor informality when allowed by applicable procurement requirements and when doing so does not prejudice another bidder or permit a material change after the deadline. **The district is not required to seek clarification or correction from any bidder.**

7.2 Evaluation process

A district evaluation committee will evaluate responsive proposals using the criteria below and the information contained in the proposal, required forms, issued addenda, permitted clarifications, reference checks, and other documented due diligence allowed by law. The district may consult technical, financial, E-Rate, procurement, and legal personnel. Evaluation records will be retained with the competitive-bidding documentation.

The district will select the most cost-effective service offering. **Price of the eligible products and services will be the most heavily weighted factor. The district is not required to select the lowest-priced proposal** when the documented evaluation supports another proposal as the most cost-effective overall solution.

7.3 Evaluation criteria

Criterion	Points	Evaluation considerations
Price of E-Rate-eligible services	20	Appendix B evaluated pre-discount price of eligible recurring and non-recurring service, including eligible taxes, assessments, fees, and applicable credits.
Technical solution service levels and support	15	Technical Response, Appendix C, and Appendix D evidence addressing topology, bandwidths, handoffs, equipment responsibilities, performance, availability, proactive monitoring, incident ownership, response, restoration, escalation, reporting, and remedies.
Implementation and transition	5	Implementation and Transition Plan evidence addressing milestones, testing, cutover, assigned project leadership, identified risks, and ability to meet the required service date.
Experience and references	5	Appendix E evidence of comparable, currently operating multi-site WAN experience and the district's documented results from the submitted reference checks.
Proposal quality exceptions and terms	5	Required forms, Appendix C, Appendix D, and submitted agreement terms, evaluated for completeness, clarity, material exceptions, qualifications, and resulting district risk or administrative burden.

Maximum score: 50 points. Each consideration above corresponds to information expressly required by Section 6 or the district forms in Section 9.

7.4 Category ranking and evaluated configuration

After reviewing the responsive pricing schedules, the district will identify the **common bandwidth and Annex configuration** that provides a **reasonable balance of capacity, anticipated growth, operational**

need, and total cost. The district may decline to use a higher-bandwidth configuration for price scoring when its additional cost is not reasonably justified by its operational benefit, or may select a higher-bandwidth configuration when the incremental cost provides meaningful value. The district will **document the selected configuration and rationale before assigning price-category ranks. The same configuration, Annex assumption, tax and fee treatment, and cost-calculation method will be applied to every responsive proposal.** Optional renewal pricing may be considered when assessing long-term cost and contract terms but will not displace the required E-Rate eligible-price factor as the most heavily weighted criterion.

For each evaluation category, the district will place the responsive proposals in comparative order based on the evidence identified in Section 7.3. If N responsive proposals are evaluated, the highest-ranked proposal will receive rank N, the next proposal rank N minus 1, and so forth through rank 1. **Category points will be calculated as follows: bidder rank multiplied by the category's available points, divided by N.** Calculated category scores will be rounded to the nearest tenth of a point.

For example, if four proposals are evaluated in a 20-point category, the category increment is 5 points. The proposals ranked 4, 3, 2, and 1 receive 20, 15, 10, and 5 points, respectively. **Proposals tied within a category will receive the same higher rank,** and the next rank will be reduced by the number of proposals tied. The evaluation committee will document the evidence supporting each category order and any tie.

If two or more proposals receive the same final score, the proposal receiving the **higher score in the Price of E-Rate-eligible services category** will rank higher. If the price-category scores are also tied, the proposal with the **lower underlying evaluated price of E-Rate-eligible services** will rank higher. If a tie remains, the proposal receiving the **higher score in the Technical solution, service levels, and support category** will rank higher. Any remaining tie will be resolved using a documented method permitted by applicable procurement requirements.

Within the price category, proposals will be ranked from the lowest to highest evaluated price of E-Rate-eligible services **using the same evaluated configuration and assumptions. The lowest evaluated eligible price will receive the highest rank and all 20 available price points.** A materially incomplete or noncomparable price may be rejected or evaluated only as permitted by Sections 1, 6, and 7.1.

The evaluated price will be derived from the Appendix B schedules and will include all charges reasonably expected for the selected five-year initial-term configuration. The district may evaluate the 2 Gbps, 5 Gbps when offered, and 10 Gbps school-site configurations and each applicable Annex bandwidth option in making that determination.

The district may normalize an obvious arithmetic extension using the bidder's stated unit prices, request support for a tax or fee estimate, or exclude an unsupported or ineligible amount from the E-Rate eligible-price calculation. The district will document any adjustment used for evaluation. A correction may not permit the bidder to revise a unit price or materially alter its proposal after the deadline.

7.5 References clarifications and due diligence

The district may contact any submitted reference and may verify information the bidder is required to provide, including its SPIN or 498 ID, FCC registration, debarment status, Kentucky authorization, subcontractors, proposed technical solution, and implementation commitments. An unfavorable or unverifiable reference or a material discrepancy between a proposal and the requested verification may affect the corresponding evaluation category.

The district may request a written clarification, demonstration, interview, best-and-final offer, or other supplemental information. The district may use any of these options **only when legally and procedurally available under the procurement method and applicable law. Any such process will be documented and conducted fairly.** A clarification may explain the proposal but **may not cure a material omission, change the offered solution materially, or provide an unfair opportunity to revise pricing after the deadline.**

7.6 Recommendation approvals and award

The evaluation committee will document its evaluation and recommendation for consideration by the Henry County Board of Education. The district anticipates presenting the recommended selection to the board on **December 21, 2026. Board action does not guarantee E-Rate funding and does not waive any remaining approval, contract, or funding condition.**

Any award and resulting contract are contingent upon board approval, completion of required Kentucky Department of Education and Commissioner of Education review or approval, compliance with applicable federal, state, and local procurement requirements, successful completion of the E-Rate process, and the district's determination that sufficient funds are available. The district anticipates completing the contract award and certifying the FCC Form 471 in January 2027, subject to the filing window and required approvals.

The district may make an award by circuit, location, bandwidth configuration, or complete WAN solution only when the resulting award remains technically workable, is consistent with the FCC Form 470 and evaluation record, and does not alter the evaluated basis of competing proposals. **No bidder acquires a contractual right or entitlement to payment until an authorized contract is fully executed** and all conditions required for effectiveness have been satisfied.

Section 8 Contract Terms

8.1 SLA service credits

Service credits are calculated separately for each affected circuit using that circuit's monthly recurring charge before application of any E-Rate discount. The provider must **apply earned credits automatically** to the next practicable invoice and identify the affected circuit, service month, SLA failure, calculation, and credit amount. The district is not required to submit a separate credit request.

Monthly availability	Service credit
99.95% or greater	No availability credit
99.90% through 99.949%	5% of affected circuit monthly recurring charge
99.00% through 99.899%	15% of affected circuit monthly recurring charge
Below 99.00%	25% of affected circuit monthly recurring charge

The district will also receive a credit equal to **5% of the affected circuit's monthly recurring charge** for each failure to provide the required 15-minute incident notification, begin active diagnosis **within one hour**, or dispatch a technician within two hours when on-site work is reasonably necessary. Credits for a single circuit are **capped at 50%** of that circuit's monthly recurring charge for the month.

8.2 Chronic failure and additional remedies

If a circuit falls below 99.95% availability in **three months during any rolling six-month period**, the district may **terminate the affected circuit without early-termination charges**, liquidated damages, minimum-revenue adjustments, loss of discount, or repricing of remaining circuits. If the affected service is at the hub or the same incident materially affects two or more remote circuits, the district may terminate the affected portion of the WAN or the entire WAN contract without penalty.

Service credits do not excuse performance, limit the provider's duty to restore service, or waive any other contractual remedy available to the district. Acceptance of a credit **does not constitute acceptance** of deficient service or prevent the district from relying on the same incident when evaluating chronic failure or another remedy.

8.3 E-Rate billing treatment

Each service credit **must reduce the actual pre-discount charge** for the affected eligible service and must be reflected consistently in provider invoices and any related E-Rate invoicing. The provider **must not seek E-Rate reimbursement for an amount credited to the district** and must cooperate with corrections or supporting documentation reasonably required for SPI, BEAR, audit, or other program purposes.

8.4 Contract formation approvals and incorporated documents

A notice of intent to award, board selection, purchase order, funding commitment, or other preliminary action does not by itself create a contract or authorize performance. **No contract becomes binding until it is in writing, signed by authorized representatives, approved by the Henry County Board of Education, approved by the Kentucky Commissioner of Education when required, and effective under all other applicable approval requirements. The provider must not rely on oral statements or begin chargeable work before receiving written authorization from the district.**

The final contract will include the executed agreement, all written addenda, this RFP, the accepted proposal and required response forms, and the district's written award. In the event of a conflict, the order of precedence will be: the executed agreement, written addenda in reverse chronological order, this RFP, the district's written award, and the accepted proposal. A provision in the executed agreement may control only

when it is lawful, expressly accepted by the district, and does not materially alter the competitively evaluated service or price contrary to applicable procurement or E-Rate requirements. Bidder quotations, web terms, click-through terms, tariffs, or standard forms do not modify the contract unless expressly incorporated into the executed agreement.

8.5 Term renewals funding and nonappropriation

The initial term and renewal options are those stated in Section 1.8. Each renewal may be exercised only by a written notice or amendment signed by an authorized district representative. Continued use of service, payment of an invoice, or silence does not exercise a renewal, and **no renewal is automatic**.

The district's obligations are subject to lawful appropriations, availability of local funds, E-Rate funding decisions, and the funding contingencies in Section 5. If funds are not appropriated or otherwise available, the district may reduce, defer, or terminate affected service by written notice **without an early-termination charge, liquidated damages, minimum-revenue adjustment, loss of discount, or repricing of unaffected circuits**. The district remains responsible for undisputed charges for accepted service delivered before the effective date of the reduction or termination.

8.6 Prices invoices taxes and payment

Accepted prices must remain fixed for the applicable contract year and may change only as expressly stated in the accepted renewal schedule or a lawful written amendment. The provider **may not add a minimum-spend requirement, administrative surcharge, recovery fee, or other charge not separately disclosed and accepted through Appendix B**. Taxes and governmentally imposed fees may be billed only when legally applicable to the district, separately itemized, and supported as required by Section 6.6.

Invoices must identify the circuit, location, bandwidth, service period, recurring and non-recurring charges, taxes and fees, credits, and E-Rate treatment. The district may withhold a disputed amount while the parties work in good faith to resolve it and will timely pay the undisputed portion. **No late fee or service suspension may be imposed on a reasonably disputed amount** while the district is pursuing resolution. Payment **does not constitute acceptance** of deficient service, waive a credit or remedy, or approve an inaccurate E-Rate charge.

8.7 Changes assignment and subcontracting

A contract change must be in writing and signed by authorized representatives of both parties. **No change may materially alter the competitively evaluated scope, price, service, or basis of award** or conflict with the FCC Form 470, funding request, E-Rate rules, or applicable procurement law. The provider must supply any information needed for the district to determine whether an amendment, service substitution, FCC Form 500, SPIN change, rebid, or other approval is required before the change takes effect.

The provider **may not assign the contract, transfer responsibility for a circuit, or replace a material subcontractor or underlying carrier without the district's prior written consent**. Consent does not relieve the provider of responsibility for performance, security, billing, records, regulatory compliance, or the acts and omissions of its subcontractors and carriers. The provider must give prompt written notice of any merger, acquisition, ownership change, bankruptcy, or operational change that may affect performance or E-Rate provider status.

8.8 Compliance permits and district policies

The provider must comply with applicable federal, Kentucky, and local laws; FCC and E-Rate requirements; utility, right-of-way, permitting, safety, accessibility, and licensing requirements; and reasonable district security and site-access procedures communicated to the provider. The provider is responsible for permits, licenses, easements, inspections, and approvals required for its facilities and work unless the executed agreement expressly assigns a specific item to the district.

8.9 Insurance

Before contract execution and throughout performance, the provider must maintain insurance issued by authorized carriers with limits not less than: commercial general liability of \$1,000,000 per occurrence and \$2,000,000 aggregate; automobile liability of \$1,000,000 combined single limit for owned, hired, and non-owned vehicles; workers' compensation as required by law and employers' liability of \$500,000; and **cyber or network-security liability of \$1,000,000 per claim**. Coverage must apply to the provider's work and that of its subcontractors.

Upon request, the provider must furnish certificates of insurance and relevant endorsements. The Henry County Board of Education, its board members, officers, and employees must be named as additional insureds on the commercial general liability and automobile liability policies to the extent commercially available and appropriate to the insured risk. Policies must provide that the provider's coverage is primary and noncontributory to district coverage and must require notice of cancellation or material reduction as provided by the policy. Insurance does not limit the provider's contractual liability.

8.10 Responsibility indemnification and district protections

To the extent permitted by law, the provider will defend, indemnify, and hold harmless the Henry County Board of Education and its board members, officers, and employees from third-party claims, damages, judgments, and reasonable costs arising from the provider's negligent or wrongful acts or omissions, bodily injury, property damage, violation of law, or infringement of a patent, copyright, trademark, or other proprietary right in the services or materials supplied by the provider. The provider is not responsible to the extent a claim is caused by the district's negligence or willful misconduct.

The district does not waive governmental, sovereign, official, qualified, or other immunity or defense and does not agree to indemnify the provider. Nothing in the RFP or contract creates a debt in violation of Kentucky law, grants a security interest in district property, or permits a provider to confess judgment or exercise a lien or self-help remedy against public property.

8.11 Confidentiality security and public records

The provider must protect district confidential information and network information using reasonable administrative, technical, and physical safeguards and may use that information only to perform the contract. The provider must promptly notify the district, and **no later than 24 hours after confirmation**, of unauthorized access to or disclosure of district information, compromise of provider-managed equipment affecting the WAN, or another security event reasonably likely to affect district operations. The provider must preserve evidence, cooperate with investigation and required notices, mitigate the event, and provide a written incident report.

The provider acknowledges that the district is subject to the Kentucky Open Records Act and other disclosure requirements. The district will determine whether a record must be released. The provider must clearly identify information it asserts is protected and provide timely support for that assertion, but may not require the district to withhold a record contrary to law or to obtain the provider's consent before complying with a lawful request, subpoena, audit, or governmental inquiry.

8.12 Records audits and cooperation

The provider must comply with the retention, access, audit, and cooperation requirements in Sections 5.2, 5.6, and 5.7. Contract records must remain traceable to the proposal, accepted pricing, installed circuits, service delivery, invoices, credits, payments, and E-Rate submissions. These duties survive expiration or termination for the required retention period.

8.13 Default cure termination and transition

In addition to the specific remedies elsewhere in the RFP, the district may issue written notice of default for a material failure to perform. Unless the circumstances require faster action to protect safety, security, service continuity, E-Rate compliance, or a filing deadline, the provider will have **10 business days after notice** to cure the default or submit and begin a district-approved cure plan. A cure plan does not waive the default or extend a contractual deadline unless the district agrees in writing.

The district may terminate an affected circuit or the contract for an uncured material default, chronic failure under Section 8.2, loss of required authority or E-Rate status, material misrepresentation, insolvency that threatens performance, unlawful conduct, or another termination right stated in the contract. Upon expiration or termination, the provider **must continue reasonable transition cooperation**, preserve service until the authorized transition date when technically and legally possible, provide current circuit and billing records, and remove provider-owned equipment without damaging district property. The district will pay only for accepted service through the effective termination date, subject to credits, offsets, and other lawful remedies.

8.14 Governing law venue and dispute process

Kentucky law governs the contract without regard to conflict-of-law principles. Any court proceeding must be brought in a court of competent jurisdiction serving Henry County, Kentucky, unless controlling law requires another forum. Before filing suit, the parties will attempt in good faith to resolve a dispute through designated senior representatives, but this process does not prevent either party from seeking emergency relief, meeting a filing or appeal deadline, preserving E-Rate rights, or exercising a termination right.

The district does not agree to mandatory binding arbitration, waiver of jury trial, a shortened limitations period, consequential-damage waiver that would bar an express reimbursement or indemnification remedy, or application of another state's law unless district counsel expressly approves the provision in the executed agreement.

8.15 Notices force majeure and general terms

Formal notices must be in writing and delivered to the contacts and addresses stated in the executed agreement. Operational tickets, outage notices, routine email, and E-Rate communications do not replace a formal notice when the contract requires one. Either party must update its notice information promptly in writing.

A party claiming force majeure must promptly notify the other party, describe the event and expected effect, use diligent efforts to mitigate it, and resume performance as soon as practicable. Force majeure does not excuse payment for service already accepted, compliance with confidentiality and record-preservation duties, or a condition that reasonable redundancy, staffing, inventory, subcontractor management, or continuity planning should have prevented. If a force-majeure event materially interrupts service for an extended period, the district may obtain temporary service and may terminate the affected service without penalty when continued performance is not reasonably assured.

A waiver must be in writing and applies only to the specific instance stated. If a provision is unenforceable, the remaining provisions continue to the fullest extent permitted by law. Provisions concerning payment adjustments, records, audits, confidentiality, security incidents, indemnification, transition assistance, dispute resolution, and other obligations that by their nature extend beyond the term will survive expiration or termination. The contract creates no third-party beneficiary rights.

Section 9 Required Response Forms and Appendices

9.1 Required submission

The appendices that follow are district-provided response forms and are required components of the proposal. The bidder must complete and return each applicable appendix in the order presented. Required supporting evidence must be placed behind the appendix that requests it or clearly identified in the proposal's attachment index.

A bidder may expand a response area or add a clearly labeled continuation page when necessary, but may not delete a required field, alter a pricing unit, change the order of rows, or substitute its own form. The bidder must enter None or Not applicable, with a brief explanation when appropriate, rather than leaving a required response blank. Failure to return a required form may cause the proposal to be rejected as materially incomplete, subject to the district's rights concerning minor informalities under Section 1.

Editable response forms: An editable Word copy of Appendices A-G is posted with this RFP in EPC and on the district's procurement webpage for bidder convenience. Bidders may use that file to prepare their responses. If the editable file differs from the official published RFP PDF, the official RFP PDF controls.

9.2 Appendix organization

Appendix	Form	Submission status
Appendix A	Bidder Information and Signature Form	Required
Appendix B	Pricing Schedules	Required
Appendix C	Compliance Matrix	Required
Appendix D	Exceptions Schedule	Required; submit None if no exceptions
Appendix E	Reference Form	Required
Appendix F	Certifications and Disclosures	Required
Appendix G	Required Evidence Checklist	Required

Appendix A Bidder Information and Signature Form

Complete every field. The person signing must be authorized to bind the bidder and certify the proposal.

Required information	Bidder response
Legal name of bidder	
Doing-business-as name, if any	
Business address	
City, state, ZIP	
Proposal contact name and title	
Telephone number	
Email address	
SPIN / 498 ID	
FCC Registration Number	
Kentucky organization number, if applicable	

By signing below, the undersigned certifies that the bidder has reviewed the RFP and addenda, that the proposal is accurate and submitted by an authorized representative, and that the offered prices will remain valid for the period stated in Section 6.8.

Authorized signature

Date

Printed name

Title

Email address

Telephone number

Appendix B Pricing Schedules

Enter pre-discount prices in United States dollars. Do not combine locations or bandwidth options. Enter \$0 when no charge applies. Initial Y1 through Y5 are the five years of the minimum initial term; Renewal 1 through Renewal 5 are the five optional one-year district renewal terms.

B1 Monthly recurring charges for the initial term

Enter the monthly recurring charge applicable during each contract year. In the final column, enter the total recurring cost for all 60 months of the five-year initial term.

Location	Bandwidth	Status	Initial Y1	Initial Y2	Initial Y3	Initial Y4	Initial Y5	Initial term total
Campbellsburg Elementary	2 Gbps	Required	\$	\$	\$	\$	\$	\$
Campbellsburg Elementary	5 Gbps	Optional	\$	\$	\$	\$	\$	\$
Campbellsburg Elementary	10 Gbps	Required	\$	\$	\$	\$	\$	\$
Eastern Elementary	2 Gbps	Required	\$	\$	\$	\$	\$	\$
Eastern Elementary	5 Gbps	Optional	\$	\$	\$	\$	\$	\$
Eastern Elementary	10 Gbps	Required	\$	\$	\$	\$	\$	\$
New Castle Elementary	2 Gbps	Required	\$	\$	\$	\$	\$	\$
New Castle Elementary	5 Gbps	Optional	\$	\$	\$	\$	\$	\$
New Castle Elementary	10 Gbps	Required	\$	\$	\$	\$	\$	\$
HCPS Annex	500 Mbps	Required	\$	\$	\$	\$	\$	\$
HCPS Annex	1 Gbps	Required	\$	\$	\$	\$	\$	\$
HCPS Annex	2 Gbps	Required	\$	\$	\$	\$	\$	\$
HCPS Annex	5 Gbps	Optional	\$	\$	\$	\$	\$	\$
HCPS Annex	10 Gbps	Optional	\$	\$	\$	\$	\$	\$

B1 Monthly recurring charges for renewal terms

Enter the monthly recurring charge applicable during each optional one-year renewal term. In the final column, enter the total recurring cost if the district exercises all five renewal options, for a total of 60 renewal months.

Location	Bandwidth	Status	Renewal 1	Renewal 2	Renewal 3	Renewal 4	Renewal 5	Renewal term total
Campbellsburg Elementary	2 Gbps	Required	\$	\$	\$	\$	\$	\$
Campbellsburg Elementary	5 Gbps	Optional	\$	\$	\$	\$	\$	\$
Campbellsburg Elementary	10 Gbps	Required	\$	\$	\$	\$	\$	\$
Eastern Elementary	2 Gbps	Required	\$	\$	\$	\$	\$	\$
Eastern Elementary	5 Gbps	Optional	\$	\$	\$	\$	\$	\$
Eastern Elementary	10 Gbps	Required	\$	\$	\$	\$	\$	\$
New Castle Elementary	2 Gbps	Required	\$	\$	\$	\$	\$	\$
New Castle Elementary	5 Gbps	Optional	\$	\$	\$	\$	\$	\$
New Castle Elementary	10 Gbps	Required	\$	\$	\$	\$	\$	\$
HCPS Annex	500 Mbps	Required	\$	\$	\$	\$	\$	\$
HCPS Annex	1 Gbps	Required	\$	\$	\$	\$	\$	\$
HCPS Annex	2 Gbps	Required	\$	\$	\$	\$	\$	\$
HCPS Annex	5 Gbps	Optional	\$	\$	\$	\$	\$	\$
HCPS Annex	10 Gbps	Optional	\$	\$	\$	\$	\$	\$

B2 Non recurring charges

List every installation, activation, construction, provider-equipment, engineering, permit, or other one-time charge. Add continuation rows without changing the columns.

Location	Bandwidth	Charge description	Eligible amount	Ineligible amount	Total
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

B3 Taxes fees credits and cost allocation

List each tax, governmental assessment, regulatory charge, surcharge, or similar amount separately. Do not enter a generic statement such as plus applicable taxes and fees. Enter None if no separately billed charge applies. Current estimates must be included in the evaluated cost and should support the district's E-Rate funding request; final eligibility remains subject to USAC and FCC review.

B3a Separately billed taxes assessments and surcharges

Charge name	Authority or type	Applies to	Rate or basis	In MRC	E-Rate status or allocation	Est monthly	Initial term total	Renewal term total
				Yes / No	Eligible / Ineligible / Mixed	\$	\$	\$
				Yes / No	Eligible / Ineligible / Mixed	\$	\$	\$
				Yes / No	Eligible / Ineligible / Mixed	\$	\$	\$
				Yes / No	Eligible / Ineligible / Mixed	\$	\$	\$
				Yes / No	Eligible / Ineligible / Mixed	\$	\$	\$
				Yes / No	Eligible / Ineligible / Mixed	\$	\$	\$

B3b Credits contributions and reductions

Credit or reduction	Applies to	Calculation or conditions	Recurring or one time	Eligible allocation	Ineligible allocation	Initial term total	Renewal term total
				\$	\$	\$	\$
				\$	\$	\$	\$
				\$	\$	\$	\$
				\$	\$	\$	\$

B4 Five year evaluated cost summary

For each complete configuration, enter the sum of 60 months of applicable recurring charges, applicable non-recurring charges, and all estimated taxes, assessments, regulatory charges, and surcharges, less applicable credits or reductions, before E-Rate discount. Identify the Annex price separately so it can be removed without repricing the remaining WAN.

Configuration	60 month recurring total	Non recurring total	Taxes and fees total	Five year evaluated cost	Annex portion
2 Gbps at each required school site	\$	\$	\$	\$	\$
5 Gbps at each school site optional	\$	\$	\$	\$	\$
10 Gbps at each required school site	\$	\$	\$	\$	\$
Alternative configuration describe	\$	\$	\$	\$	\$
Other district-selected combination	\$	\$	\$	\$	\$

Bidder certification: The pricing schedules include every amount that may be charged for the proposed service, and all calculations use the stated unit prices.
Authorized initials: _____

Appendix C Compliance Matrix

Enter **Complies**, **Complies with exception**, or **Does not comply** for each subsection. Cite the proposal page containing the response. An exception must also appear in Appendix D.

RFP requirement	Response	Page	Explanation or exception number
1.1 Purpose			
1.2 Requested proposals			
1.3 Procurement schedule			
1.4 Communications and questions			
1.5 Addenda and material changes			
1.6 Proposal submission			
1.7 Reservation of rights			
1.8 Contract term and renewal pricing			
2.1 Service locations			
2.2 Bandwidth pricing options			
2.3 Annex circuit flexibility			
2.4 Logical topology			
3.1 Network performance			
3.1.1 SLA measurement			
3.2 Handoffs and provider equipment			
3.3 Support center and contacts			
3.4 Proactive monitoring and incident ownership			
3.5 Response and repair			
3.6 Service-affecting controls and MAC events			
3.7 Maintenance and incident documentation			
4.1 Implementation plan and schedule			
4.2 Site coordination and installation			
4.3 Transition and cutover			
4.4 Readiness milestone			
4.5 Testing and documentation			
4.6 Acceptance and commencement of charges			
4.7 Delay or failure to deliver			
5.1 Program compliance and provider status			
5.2 Application and review cooperation			

RFP requirement	Response	Page	Explanation or exception number
5.3 Funding contingencies and district election			
5.4 Invoicing method and invoice content			
5.5 Lowest corresponding price and price reductions			
5.6 Records audits and investigations			
5.7 Provider errors and funding recovery			
5.8 Post commitment changes			
6.1 Complete and self-contained proposal			
6.2 Required proposal contents			
6.3 Required district forms			
6.4 Compliance matrix and exceptions			
6.5 Subcontractors and service responsibility			
6.6 Pricing instructions			
6.7 Evaluated cost schedules			
6.8 Price validity and withdrawal			
6.9 Confidential information and district records			
7.1 Initial review			
7.2 Evaluation process			
7.3 Evaluation criteria			
7.4 Category ranking and evaluated configuration			
7.5 References clarifications and due diligence			
7.6 Recommendation approvals and award			
8.1 SLA service credits			
8.2 Chronic failure and additional remedies			
8.3 E-Rate billing treatment			
8.4 Contract formation approvals and incorporated documents			
8.5 Term renewals funding and nonappropriation			
8.6 Prices invoices taxes and payment			
8.7 Changes assignment and subcontracting			
8.8 Compliance permits and district policies			
8.9 Insurance			
8.10 Responsibility indemnification and district protections			
8.11 Confidentiality security and public records			
8.12 Records audits and cooperation			

RFP requirement	Response	Page	Explanation or exception number
8.13 Default cure termination and transition			
8.14 Governing law venue and dispute process			
8.15 Notices force majeure and general terms			

Appendix D Exceptions Schedule

List every exception, assumption, qualification, proposed contract change, or dependency. If there are none, check None and return this appendix signed.

None: ☐ The bidder proposes no exceptions, assumptions, qualifications, contract changes, or dependencies.

No.	RFP section	Requested exception or change	Reason and price service or schedule effect
1			
2			
3			
4			
5			
6			

Authorized initials: _____ Date: _____

Appendix E Reference Form

Provide three comparable, currently operating multi-site WAN references. The district may contact any reference and may consider other documented experience permitted by the evaluation criteria.

Reference 1

Customer and organization type	Contact name and title
Email address	Telephone number
Service description and number of sites	Bandwidth and topology
Service start date and current status	Permission to contact Yes or No

Reference 2

Customer and organization type	Contact name and title
Email address	Telephone number
Service description and number of sites	Bandwidth and topology
Service start date and current status	Permission to contact Yes or No

Reference 3

Customer and organization type	Contact name and title
Email address	Telephone number
Service description and number of sites	Bandwidth and topology
Service start date and current status	Permission to contact Yes or No

Appendix F Certifications and Disclosures

The authorized representative must initial each certification and sign below.

Certification	Bidder certification	Initial
Non-collusion	The proposal and prices were prepared independently, without collusion, agreement, or communication intended to limit competition, and proposal contents will not be improperly disclosed before the deadline.	
Debarment and eligibility	To the best of the bidder's knowledge, the bidder and its principals are not debarred, suspended, proposed for debarment, or otherwise ineligible for a federal, state, or E-Rate-supported award.	
Kentucky statutory compliance	The bidder has disclosed any final determination within the preceding five years of a violation applicable under KRS Chapters 136, 139, 141, 337, 338, 341, or 342 and will remain in continuous compliance as required during the contract.	
Authority and good standing	The bidder is authorized to conduct business in Kentucky when required and the signer is authorized to submit the proposal and bind the bidder.	
Conflicts gratuities and kickbacks	The bidder has not offered and will not offer any prohibited rebate, gratuity, kickback, payment, or thing of value in connection with this procurement.	
E-Rate status and cooperation	The bidder maintains the registrations and provider status stated in its proposal and agrees to the E-Rate duties in Section 5.	
Accuracy and acknowledgement	The proposal is accurate and complete to the best of the signer's knowledge, acknowledges all issued addenda, and identifies all exceptions in Appendix D.	

Disclosures or explanations, including statutory determinations:

Authorized signature

Date

Printed name and title

Bidder legal name

Appendix G Required Evidence Checklist

Check each item included with the proposal and identify its proposal or attachment page. A checked box does not replace the underlying evidence.

Included	Required evidence	Page
☐	Proof of required insurance or current certificate of insurance	
☐	Evidence of Kentucky authorization or good standing, if applicable	
☐	SPIN / 498 ID and FCC Registration Number confirmation	
☐	Technical description or diagram sufficient to explain the proposed WAN	
☐	Implementation and transition schedule	
☐	Monitoring, support, escalation, and incident-response description	
☐	Subcontractor and affiliated-carrier identification, or statement of None	
☐	Proposed service agreement and all bidder standard terms	
☐	All issued addenda acknowledged	
☐	Other evidence expressly required by the RFP or an addendum	