

THE CAMPBELL COUNTY SCHOOL DISTRICT

MANAGED FIBER

BID DOCUMENTS



Prepared by:

Joey Cucchiara
Finance Director

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INVITATION TO BID
THE CAMPBELL COUNTY SCHOOL DISTRICT
101 Orchard Lane
Alexandria, KY 41001
859-635-2173 phone / 859-448-2439 fax #

MANAGED FIBER

The Board of Education of Campbell County, Kentucky (hereinafter called The Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read all the instructions and specifications carefully. **Failure to comply with these instructions shall disqualify your bid.**

Bids shall be mailed or delivered to Joey Cucchiara, Chief Finance Officer, Campbell County Board of Education, 101 Orchard Lane, Alexandria, KY 41001, in a **sealed envelope marked "MANAGED FIBER" in the lower left hand corner.** The bidder's return address shall appear in the upper left-hand corner.

BID DESCRIPTION

The intent of this Invitation for Bid is to establish a contract for the purpose of Gigabit Network Services for Campbell County Schools (CCS) as outlined herein. These services will be supported by the E-rate program to the maximum extent possible.

Copies of this invitation may be obtained in the Central Office, at the above address, between 8:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening. Approved forms must be used.

PERIOD OF CONTRACT

The period of the contract will be from July 1, 2027 through June 30, 2032. The contract may be extended for up to five additional one year periods if agreed upon by both parties. Contract renewals shall be decided upon no later than December 31st of the expiring contract year.

TIME OF BID OPENING

Bids must be received by 1:00 p.m. EST on Monday, November 30, 2026, at which time (or as soon as the business of the Board permits) they shall be publicly opened and read aloud. All bids must be received by the designated time stated in this invitation and none will be considered thereafter. **Failure to have the bid in the receptionist office prior to the bid opening will automatically prevent the reading of your bid. We do not accept faxed bids or bids submitted via the internet.**

The Board of Education cannot assume the responsibility for any delay as result of failure of the mail to deliver bids on time.

LOCATION OF BID OPENING

Bids will be opened and read at the Board Training Room, Campbell County Board of Education, 51 Orchard Lane, Alexandria, KY 41001. You are invited to be present at the bid opening.

BID AWARD

Contract(s) may be awarded to the lowest and/or the best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, on a group basis, or on a total basis, whichever is deemed to be in the best interest of The Board of Education. Bids shall be awarded at the board meeting held on December 14, 2026.

“PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS”

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL 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 IN 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 CAMPBELL COUNTY, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS IN 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 CAMPBELL 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 NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

GENERAL BID INSTRUCTIONS AND CONDITIONS

(PLEASE READ CAREFULLY)

A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

B. BID DOCUMENTS

All "Bid Forms" provided with this "Invitation to Bid" must be submitted.

No bid can be corrected or altered or signed after being opened. The Board shall not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned shall be rejected.

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 the person signing the bid. Corrections made with correction tape or fluid are to be initialed.

C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the representatives of the Board of Education after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each party submitting a bid follows carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements, subject to the Board's consideration of stated exceptions, are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including, but not limited to, cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

D. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

E. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine ability, including a performance bond, if requested.

F. EXCUSE FOR NON-PERFORMANCE

The successful vendor(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.

G. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed. The Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

I. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or an accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the educational and business staff of the Board of Education.

J. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given in the "Model Bid" column provided. If the bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.

K. NON-DISCRIMINATION

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

(1) The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, 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 without regard to their age, color, creed, handicap condition, marital or parental status, national origin, or political opinion or affiliation. Such action shall include, although is 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 the Equal Opportunity clause.

(2) The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(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.

L. DELIVERY

The Seller agrees to furnish and deliver the items within the terms of the contract as the Board's representative may prescribe.

All costs for delivery, including drayage, freight, and the packaging of said articles, are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract it is necessary that the Board's representative place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.

M. SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening, but may also be requested at any time prior to the award of the bid. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification, indicating the supplier's name and the corresponding item number as shown in the Invitation to Bid. Samples are to be mailed or delivered to Joey Cucchiara, Chief Finance Officer, Campbell County Board of Education, 101 Orchard Lane, Alexandria, Kentucky, 41001.

N. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.2000

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational and Safety Health Act) standards, and must comply with Hazard Communication Standard 1910.2000 of the Occupational Safety and Health Administration.

O. BID

Tabulations will be made by the Chief Finance Officer and each qualified bidder will be mailed a format tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the third Monday of each month. Bidders are requested not to call for a tabulation of the bid.

Each bid must be in a separate sealed envelope with the bid name appearing in the lower left corner of the envelope.

Any bids received after the scheduled time of opening will be returned unopened to the bidder.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of the bidders in making up their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such form.

For any clarification relative to this bid contact Joey Cucchiara, Chief Finance Officer, Campbell County Board of Education, 101 Orchard Lane, Alexandria, Kentucky, 41001, at (859) 635-2173.

P. PRICES

All prices quoted by the various bidders must be firm for a minimum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices will then be firm for the time period indicated under "Period of Contract."

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 the person signing the bid. Corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Treasurer. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

Q. OR EQUAL CLAUSE

Whenever, in any contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

Any bidder that bids an item other than one of the suggested products in this bid document must submit descriptive literature and/or a catalog that contains the bid item.

S. PIGGYBACKING

Purchases by other Kentucky Government Entities - Any government entity in Kentucky shall have the option of making purchases from a contract executed under this bid when such actions are agreed to by the awarded vendor(s). Campbell County Schools will not be responsible for payment of any purchases by another government entity.

SPECIAL CONDITIONS

AWARDING OF CONTRACT(S):

Contracts may be awarded to the lowest evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, on a group basis, or on a total basis whichever is deemed to be in the best interest of the Board of Education.

TECHNICAL SPECIFICATIONS:

Technical specifications are attached for various items to indicate quality of merchandise requested and not to restrict bids on equal or better quality items. Low prices will not be the only criterion for awarding bids, as each item shall be subject to evaluation and/or usage test prior to the awarding of the bids and for the duration of the contract on any item. Quality will be given prime consideration in awarding contracts.

DELIVERY LOCATION:

The items listed herein shall be delivered (F.O.B. Destination) as specified on each purchase order. The successful bidder/bidders shall provide the appropriate equipment and personnel necessary to unload items at the receiving point. For this purpose unloading means to remove from the delivery vehicle and place in the building.

QUANTITIES:

The quantities listed herein cannot be guaranteed and are only estimates. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period. Prices are to remain firm for the period of the contract. The quantities listed will be ordered on an "as needed" basis.

NO SHIPMENTS ARE TO BE MADE AGAINST THE CONTRACT. ORDERS WILL BE PLACED AS NEEDED.

IMPORTANT: Do not bid if you cannot meet the delivery requirements listed above.

SUBSTITUTIONS:

If, during the period of the contract, a vendor finds it necessary to make substitutions, it must obtain prior approval from Joey Cucchiara, Chief Finance Officer, Campbell County Board of Education.

REQUIREMENTS:

Deliveries will be accepted beginning as soon as a purchase order is received by the successful bidder. All deliveries must be made to the location indicated on the purchase order and signed for by a responsible board representative.

All invoices must show the purchase order number, date of delivery, name of location, and list of items delivered by item name.

OTHER CONDITIONS:

All blanks and information requests are to be completed on the bid form in order to qualify your bid.

The Board of Education reserves the right to make multiple awards to two or more companies where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the Board of Education of Campbell 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 Campbell County, Kentucky shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both, so fined and imprisoned at the discretion of the jury.

Every person, firm, or corporation 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 Campbell 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 not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned at the discretion of the jury.

NOTE: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5000.00 fine or one-year imprisonment or both upon conviction.

SPECIAL CONDITIONS

FIRM PRICES: Price(s) are to remain firm for the period of the contract.

INSURANCE: General Conditions require contractors working for the Campbell County Board of Education at a minimum to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable is:

- a. Statutory Workman's Compensation Insurance
- b. General Public Liability and Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
- c. Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

Note: Any specification bid in contrast to that stated herein must be approved by Joey Cucchiara, Chief Finance Officer, at the Campbell County Board of Education prior to the bid opening.

OTHER CONDITIONS

All blanks and information requested are to be completed on the Bid Forms in order to qualify your bid.

Do not bid any special groupings other than those listed herein.

USF REQUIREMENTS

It is mandatory that the selected vendor be a common carrier to qualify for discount under the Universal Service Fund Program that the district participates in.

Other Provisions: as a condition for awarding the contract, the winning vendor will agree to participate in the Universal Service Fund (USF) program as defined by FCC 97-157 and will extend to the district all applicable discounts for services and products that are approved as eligible for discounts in the state, district or school USF application.

Should the discount which the district anticipates not be awarded, the contract may be canceled or modified at no penalty to the district. The awarded contractor must agree to meet all filing deadlines applicable to USF participation or agree to pay Campbell County Schools their anticipated reimbursement from the USF directly. Campbell County Schools will give the awarded vendor at least two weeks' time for each filing deadline to complete their portion of the USF requirements.

THE CAMPBELL COUNTY SCHOOL DISTRICT

FIBER – LOCATIONS

Cline Elementary 5586 East Alexandria Pike Cold Spring, KY 41076
Crossroads Elementary – * 475 Crossroads Blvd. Cold Spring, KY 41076
Campbell Ridge Elementary 2500 Grandview Road Alexandria, KY 41001
Reiley Elementary 10631 Alexandria Pike Alexandria, KY 41001
Grant's Lick Elementary 13290 Alexandria Pike Butler, KY 41006
Alexandria Educational Center 51 Orchard Lane Alexandria, KY 41001
Campbell County Middle School 8000 Alexandria Pike Alexandria, KY 41001
CCHS/CC ATC 909 Camel Crossing Alexandria, KY 41001
Campbell County Transportation 9721 Alexandria Pike Alexandria, KY 41001

*** – Current Hub Location**

SCOPE OF CONTRACT

1. It is expected that the existing fiber and the new fiber connectivity will overlap to a very brief degree during the transition. Full replacement of the existing data connectivity must be completed by June 30, 2027 due to current contractual agreements. It is required that there be an absolute minimum of downtime during the change out of vendors/services.
2. The service (fiber connectivity) will begin on July 1, 2027 for the funding year, the service provider, in some cases may need to undertake some construction and installation prior to the beginning of the funding year.
 - i. Services will begin on July 1, 2027. The delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1, 2027.
 - ii. There are four conditions that must be met in order for USAC (E-Rate) to provide support in a funding year for Priority 1 infrastructure cost incurred prior to the funding year.
 - a) Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1, 2027 of the funding year.
 - b) The Priority 1 service must depend on the installation of the infrastructure.
 - c) The underlying Priority 1 service cannot have a service start date prior to July 1, 2027 of the funding year.
 - d) No invoices can be dated prior to July 1, 2027 of the funding year.
3. The fiber connectivity is to include the connections and equipment necessary at each endpoint to integrate into existing district owned network hardware.
 - a) The equipment necessary to accomplish connectivity is a part of the lease and shall remain the property of the service provider.
 - b) Service provider must provide all service and support for repairs of the fiber connectivity and for maintenance of the end point terminations including configuration of routers at both termination points. Service provider must maintain a service presence (response) within 50 miles of the District.
 - c) It is understood that mission critical functions of Campbell School District are carried out over the fiber connectivity provided. In the event of failure of the connectivity, the service provider must be able to provide 24/7/365 ability to restore the connection in a reasonable time and manner.
 - d) A termination of the contract from the service provider or the district would require notification on or before December 15th of the year from the service provider to give the district the ample opportunity to participate in the E-Rate program the following funding year.
4. The District reserves the right to add, modify, or remove service locations throughout the term of the resulting agreement based on operational needs, facility changes, or other District requirements. In the event a location is added or removed, the associated

contract pricing shall be adjusted proportionately and consistently with the pricing structure, rates, and terms established in the original agreement. The addition or removal of service locations shall not require renegotiation of the entire agreement or otherwise affect the established pricing for existing locations, unless mutually agreed upon in writing by both parties

TECHNICAL SCOPE OF WORK

- A. The central hub for the fiber optic network will be located in accordance with the specified location of each individual bid option listed below. This is where the termination point will be for all circuits. Each of the circuits to CCS building locations should terminate in a patch panel, to be provided by the service provider, mounted in a rack designated by the district's network administrator.
- B. The fiber shall connect the district data center hub with each of the district's schools and remote sites. The Class of service (COS) must be the highest real time priority available. The district will only consider proposals offering latency (one way) of 5 ms or less, jitter of less than 3 ms and packet loss of 99.995% or less. Bids offering less than these specifications will be disqualified.
- C. Each circuit to a school or remote location from the district's data center hub should be point-to-point.
- D. The fiber that is handed off to the district must be compatible with the current GBICS and/or SFP modules in production. Any GBICS, SPF modules, and patch cables necessary to connect service provider equipment to CCS equipment must be provided by the service provider.
- E. If a managed solution is proposed, the service provider will only manage the speed on the link and nothing else. VLANs, QOS, COS, etc, will be managed by the district.
- F. If a managed solution is proposed, the service provider will provide all necessary equipment to connect existing infrastructure to the data center.
 - i. Service provider will not provide any equipment that will route traffic. All routing will be handled by district's router.
- G. District will not provide IP numbers or Internet connection for service provider to manage equipment.
- H. The service provider is expected to obtain all rights of way, utility pole leasing, etc, during the construction of the fiber optic network.
- I. During the term of this contract, any changes in the routing of the fiber cable due to other entities holding access restrictions to cabling pathways or routes, infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.), utility company changes (pole relocation, etc.), or other changes impacting the routing of cabling between sites and the data center hub will

be the sole responsibility of the service provider at no expense to Campbell County Board of Education.

- J. In the event of loss of communication between any site and the data center, repairs are expected to begin within one hour of initial communication from district to service provider. Service provider is expected to provide district technology coordinator and network administrator with two points of contact to service provider in the event of communications outage.
- K. Data transmission between campuses must allow for QOS for phone systems and support current district VLANs.
- L. If Campbell County Schools performs equipment upgrades, the awarded provider shall be responsible for adjusting service (modifying supplied equipment) to match.

AWARDING OF CONTRACT

Contracts may be awarded to the best overall evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this request for proposal. The Board of Education has the right to reject any and all proposals if it is deemed in its best interest. Bids will be evaluated based on the following criteria:

Total Price and Cost Effectiveness	45%
Overview of proposed solution	35%
Design	
Project Management	
Timelines	
Technical Specifications	
Capacity and Scalability	
Connectivity	
High Availability	
Security	
Systems Management	
Points of Failure	
Support and Maintenance	
Redundancy options	
Understanding of the ERATE Program	10%
<u>References</u>	<u>10%</u>
Total	100%

Price Calculation:

The Price figure for each option or mix of options shall be arrived at by awarding the low bidder a score of 45 points. The other bidders shall be awarded a percentage of the total using the low priced bidder as the baseline. *(If annual cash-flows vary from year to year (ie up front installation costs) a present value calculation using an interest rate of 2% shall be utilized.)*

i.e. Bidder A bids \$100.
 Bidder B bids \$110.

Bidder A receives 45 points.

Bidder B receives points as follows: $(1 - ((\text{Bid B} - \text{Bid A}) / \text{Bid A})) \times 45 \text{ points} = 40.5 \text{ points}$

Overview of Proposed Solution:

From a written service proposal supplied with this bid (five page maximum) a score from 0 - 35 points shall be given. This proposal shall be a service model with objectives including the following: Design, Project Management, Technical Specifications, Capacity and Scalability, Connectivity, High Availability, Security, Systems Management, Points of Failure, Support and Maintenance, Redundancy Options

Understanding of the ERATE Program:

Vendor communication demonstrates understanding of compliance, processes and requirements related to ERATE.

References:

A list of three existing Kentucky based K12 educational customer references shall be supplied with your bid. Each of these three references will be contacted and asked "Overall on a scale of 0-10, 0 being the worst and 10 being the best, please rank this company ". The three scores shall be averaged and this average will be the bidders score. If a bidder is greater than 10 points from the lead bidder, this bidder's references shall not be contacted. Note: If a current vendor of the board of education - the board reserves the right to provide the sole score or be included as one of the three averaged scores.

Note: Any specification bid in contrast to that stated herein must be approved by Joey Cucchiara, Chief Finance Officer at the Campbell County Board of Education prior to the bid opening.

THE CAMPBELL COUNTY SCHOOL DISTRICT MANAGED FIBER - BID FORM

Page 1 of 2

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda _____ (Insert the addenda numbers received or the word "none" if no addenda received.)

EXCEPTIONS:

The MANAGED DIGITAL SERVICE "Service" includes the engineering, installation, maintenance and repair services to Campbell County Schools necessary to connect multiple Local Area Networks to form a MAN (**Metropolitan Area Network**) for data transmission. Connectivity includes a **hub and spoke design** with 9 sites. The data center hub is located at 1 School (as specified in each option) which the State of Kentucky provides one 5GB connection to Frankfort, KY. Included is 24 hours a day, 365 days per year maintenance and monitoring of equipment.

Location	Upload/Download Speeds	Monthly Price	One Time Charges
Alexandria Ed. Center- Hub Site	10,240 Mbps / 10,240 Mbps	\$	\$
Cline Elementary	10,240 Mbps / 10,240 Mbps	\$	\$
Crossroads Elementary	10,240 Mbps / 10,240 Mbps	\$	\$
Campbell Ridge Elementary	10,240 Mbps / 10,240 Mbps	\$	\$
Reiley Elementary	10,240 Mbps / 10,240 Mbps	\$	\$
Grant's Lick Elementary	10,240 Mbps / 10,240 Mbps	\$	\$
Campbell County Middle School	10,240 Mbps / 10,240 Mbps	\$	\$
CCHS/CC ATC	10,240 Mbps / 10,240 Mbps	\$	\$
Campbell County Transportation	10,240 Mbps / 10,240 Mbps	\$	\$
Taxes – All Locations		\$	\$
Monthly Total		\$	\$

* CCBOE reserves the right, in its sole discretion, to eliminate this service as a line item in the RFP, should it determine the service is no longer necessary or desirable

THE CAMPBELL COUNTY SCHOOL DISTRICT MANAGED FIBER - BID FORM

Page 2 of 2

Upon Bid Submittal Bidder Shall Provide the Following;

- Completed Attached Bid Forms
- Perceived Quality of Service Write-Up (5 Page Maximum)
- Three Kentucky K 12 Work References with school/district names, mailing addresses, contact names, e-mail addresses, and phone numbers
- Signed and dated Conflict of Interest form
- Proof of required insurance
- W-9
- Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status (Firms Claiming Kentucky Resident Bidder Status Only)

(In this RFP the terms Leased Lit Fiber, Managed Fiber, and/or Digital Service shall be considered to all mean the same)

List any other charges and explain:

Explain in detail how the fiber lines will be run to each location (poles, underground, etc), fiber type and any hardware or devices necessary to make connection(s) from provider equipment to CCS equipment at each site.

Company_____

Contact/Title_____

Street
Address_____

City_____State_____Zip_____

Telephone_____Fax_____

E-Mail Address / Payment Terms _____ / _____

Authorized Bidder's Signature _____ Date_____

E-Rate Spin # _____

CONFLICT OF INTEREST

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. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. 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.

Signature

Date

NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.

Solicitation/Contract:

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature _____ Printed Name _____

Title	Date
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Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.

(Company Name)

Notary Public

[seal of notary]

My commission expires:

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.