INVITATION TO BID

BID/RFP No.:	**57-WAN-25**
DATE ISSUED:	**10/09/2024**
VOLUNTARY SITE VISIT:	**10/23/2024**
BID CLOSING DATE:	**11/07/2024**
TITLE:	**WAN BID**
CONTRACT ADMINISTRATOR NAME:	**Matthew Winkler**
EMAIL CONTACT:	**Matthew.Winkler@kenton.kyschools.us**

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully**. Failure to comply with these instructions shall disqualify your bid.

BIDS MUST BE RECEIVED NO LATER THAN: November 7, 2024, by 2:00 PM EST.

Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "**Bids - WAN**"

Bid Delivery Address:
Kenton County Board of Education
Attn: Matthew Winkler
1055 Eaton Drive
Fort Wright, KY 41017

Bid Opening:

1. Bids will be opened on **Thursday, November 7, 2024, at 2:00 PM EST @ 1055 Eaton Drive, Fort Wright, Kentucky**.
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, December 2, 2024.**

Period of Contract:

1. The period of the contract will be from **July 1, 2025 through June 30, 2028.** *Other terms will be considered.*
2. If agreed upon by both parties in September of each year, the contract may be extended annually for up to three (3) additional annual renewals. *Other terms will be considered.*
3. Prices may be negotiated but may not exceed the Consumer Price Index 12-month percentage change, as published on the Bureau of Labor Statistics.

VENDOR INFORMATION:

Name of Company:	**Phone:**
Address:	**City:** **State:** **Zip:**
Contact Name:	**E-mail Address:**
Signature:	**Date:**

BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY

45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

1. It shall be a breach of ethical standards for an 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:

i. He, or any member of his immediate family has a financial interest therein; or

ii. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or

iii. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a part. 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.

45A.990 – PENALTIES

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County, Kentucky shall be deemed guilty of a Class C felony.

2. 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 Kenton County Board of Education, 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 Class C felony.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature _____ Date_____

Print Name _____ Title_____

BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY

1. TERMS AND CONDITIONS

1.1. DEFINITIONS AND CLARIFICATIONS:

i. RFP: Request for Proposal

ii. Proposal, Bid: A complete and properly signed document proposing to do work or provide goods, for the sum(s) stipulated therein, supported by data called for by the Bid documents.

iii. Offeror, Vendor, Contractor, Bidder: A company, organization or individual who submits a proposal to deliver goods and/or services – *(These terms are interchangeable).*

The following terms are interchangeable: The Kenton County Board of Education, The Board, Kenton County School District, KCSD, The District, Kenton County Schools

The following terms are interchangeable: Solicitation, Request for Proposal, RFP, proposal, Invitation to Bid, Bid

The following terms are interchangeable: Offeror, Vendor, Contractor, Bidder

The following terms are interchangeable: Cost, Price

1.2. GOVERNING LAW: The validity, performance, construction, interpretation, and effect of any/all purchases and/or services, shall be governed by the laws of the State of Kentucky and policies within the Kentucky Model Procurement Code **(KRS 45A).** The Board and contractor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Kenton County, Kentucky, in connection with any cause of action arising from any/all purchases and/or services.

1.3. KENTUCKY MODEL PROCUREMENT: The Kentucky Model Procurement Code (KRS 45A), adopted by The Kenton County 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 Kentucky Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.

1.4. PERFORMANCE BOND: The Board 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 such ability, including performance bond, if requested.

1.5. IRS W-9 FORM: All awarded bidders, as a result of this Invitation to Bid, shall submit a completed IRS W-9 Form within ten (10) business days of the bid award notification.

1.6. CERTIFICATE OF INSURANCE (COI): All contractors, vendors, or service providers coming onto any of The Board's location premises to do work or provide services shall have insurance and provide a Certificate of Insurance (COI). Insurance is necessary to cover any claims or losses for which the contract/vendor may be responsible. A COI is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

The following minimum insurance standards shall apply:

1. **Worker's Compensation:** Statutory limits are required.
2. **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability, and Completed Operations Liability in an amount not less than $1,000,000 single limit per occurrence, and $2,000,000 aggregate.
3. **Automobile Liability Insurance:** For contractors who will drive on The Board's property, Automobile Liability in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
   a. For Charter Bus Companies, the minimum Automobile Liability coverage required is $5,000,000.

Vendors and contractors shall name the "Kenton County Board of Education" as an additional insured for the duration of the contract period. The Offeror agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to The Board.

Certificates of insurance shall be provided upon renewal until the contract period expires or the contract is terminated.

A Certificate of Insurance shall be included with all required bid forms at the time of the bid opening.

1.7. **CRIMINAL HISTORY VERIFICATION:** The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with KCSD students. Any employees with the following offenses will not be permitted to have any contact with any KCSD students:

i. Sex related offense convictions;
ii. Convictions against minors;
iii. Felony offense convictions against persons or property;
iv. Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such convictions total;
v. Drug related offense convictions;
vi. Deadly weapon-related offense convictions;
vii. A pattern of irresponsible behavior, based upon the background check.

1.8. **FORCE MAJEURE:** Except to the obligation to make payment, any delay in or failure of performance by either party to this contract shall not constitute a default under this contract nor give rise to any claim for damage, cost, or expense if and to the extent such delay or failure is caused by an act of God, flood, fire, earthquake or explosion, war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest, government order of law, actions, embargoes or blockades, national or regional emergency, or other similar event beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party that is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay or non-performance and shall take diligent steps to minimize the adverse impact of the delay or non-performance.

1.9. **PRICES: All prices quoted and percentage discounts provided shall remain firm during the term of the contract.**

1.10. **TAXES:** The Board's tax-exempt status applies in accordance with revenue policy 51P370 P370 revised 6/01/1983, and in accordance with 103 KAR 26.070. A state sales tax exempt certificate, upon request, shall be provided to the awarded bidder.

1.11. **ORDERING:** Orders shall be placed by electronic order entry or by e-mail. NO ORDER shall be accepted without a Kenton County Board of Education Purchase Order, a School Activity Fund Purchase Order, or Work Order.

1.12. **INVOICE AND PAYMENT TERMS:** Invoices and packing slips shall list: Purchase Order Number, Order Number, Item Number, Quantity, Brief Description, Unit Price, and Total.

Invoices shall be submitted to: accounts.payable@kenton.kyschools.us

Payment terms are NET 45 – 60 days. This is not negotiable.

i. Payments are made the day following the regularly held monthly Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.

ii. Checks/payments are run once a month and are subject to deadlines for the monthly Board meeting. All invoices received after the check run deadline must wait until the following month for payment.

1.13. **DELIVERY:** The contractor agrees to furnish and deliver the items and/or services within the terms of the contract.

1.14. **SUBSTITUTIONS:** If during the period of the contract a vendor finds it necessary to make substitutions, they shall obtain prior approval from the Purchasing Department.

1.15. **WARRANTY:** Contractor shall make available and honor all manufacturer's warranties; standard and extended.

1.16. **MATERIAL SAFETY DATA SHEET (MSDS):** Contractor shall provide, upon request, the most recent MSDS information sheets for any products delivered to any KCSD location.

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

1.18. **EQUAL OPPORTUNITY:** During the performance of this contract, the contractor agrees to abide by the policies of **41 CFR 60-1.4(a),** which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that the contractor take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.19. **K.O.S.H.A STANDARDS AND HAZARD COMMUNICATION STANDARD:** If applicable, all materials and services must meet or exceed K.O.S.H.A (Kentucky Occupations & Safety Health Act) standards and must comply with the O.S.H.A. (Occupational Safety & Health Administration) Hazard Communication standards **1910.1200**.

1.20. **HOLD HARMLESS:** Contractor agrees to indemnify and hold The Board harmless from any and all claims for death or injury to contractor's personnel arising while such personnel are on premises owned or controlled by The Board in connection with the performance of this order, and contractor shall maintain Worker's Compensation Insurance and Employees Liability insurance in the minimum amount of $100,000 dollars (unless otherwise specified within the contract) covering all personnel while on The Board's premises.

1.21. **KENTUCKY RESIDENT BIDDER RECIPROCAL PREFERENCE:** In accordance with **KRS 45A.494**, a Kentucky resident bidder shall be given preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

1.22. **LOBBYING:** Contractors that apply or bid for an award exceeding $100,000 must file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, and the New Restrictions on Lobbying.

1.23. **LEGAL AND CONTRACTUAL REMEDIES:** The Board, or its designee, shall have authority to determine protests and other controversies of actual or prospective bidders, offerors, or contractors in connection with the solicitations or selection for an award of contract. Any actual or prospective bidders, offerors, or contractors aggrieved in connection with solicitation or selection for an award of contract may file protest with the Executive Director of Operations of The Board. A protest or notice of other controversy regarding the solicitation must be filed prior to opening. A protest or notice of other controversy regarding an award must be filed promptly within fourteen (14) days after the award. All protests or notices of other controversies must be in writing and addressed to:

The Kenton County Board of Education
ATTN: Executive Director of Operations
1055 Eaton Drive
Fort Wright, KY 41017

The Board, or its designee, shall issue a decision in writing. A copy of that decision shall be provided to the aggrieved party and shall state the reasons for the action taken. The decision of The Board shall be final and conclusive.

1.24. **CORRECTIVE ACTION REQUEST (C.A.R.):** When an incident occurs with a contracted vendor that The Board deems unacceptable, The Board may issue a C.A.R. to the vendor. The procedure is as follows:

1. The Board's Purchasing Department will issue a written C.A.R to the vendor in question detailing the incident, problem(s), and/or issue(s) relating to the contract. The vendor may have up to fourteen (14) days from the date of the issue to respond in writing.
2. The Board's Purchasing Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to The Board.
3. Once the written response received from the vendor is deemed suitable by The Board's Purchasing Department, The Board will issue a C.A.R. response detailing the action proposed by the vendor and agreed upon by The Board.
4. If the written response received from the vendor is deemed unsuitable by The Board's Purchasing Department, The Board will issue a C.A.R. response defining what action will be taken. The Board may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by The Board.
5. If The Board's Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the vendor may not bid on future contracts for three (3) years

1.25. **TERMINATION:** Contracts may be terminated by The Board at any time with a thirty (30) days written notice or upon the discretion of the Board, in a shorter period, if the terms of the contract are violated.

2. GENERAL BID INSTRUCTIONS

2.1. **ACCEPTANCE OF BIDS & AWARDING OF CONTRACTS:** The Board reserves the right to accept any bid, to reject any or all bids, and/or 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 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. The Board shall have the right to bid specific items if it is in the best interest of The Board.

Contracts may be awarded on an item, group, or total basis; whichever is deemed to be in the best interest of The Board.

The Board reserves the right to make multiple awards to two or more companies on the same item or similar item.

Awarding of this bid in no way guarantees the purchase of any items and/or services. The Board reserves the right to purchase specific items and/or services from other suppliers, in the event that a lower price is found.

2.2. **BID DOCUMENT REQUIREMENTS:**

i. All proposals shall be submitted on the "**Bid Form**", found in section 5 of the bid documents.
   - All blanks and information requested shall be completed on the "Bid Form" in order to qualify the bid.
   - Do not bid any special grouping other than those listed herein.

ii. **Conflict of Interest** form shall be signed, dated, and received with the bid in order for the bid to be considered.

iii. **Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status** shall be completed by Kentucky bidders only.

2.3. **ADDENDA:** The Board may issue addenda to the bid after its release. It is the sole responsibility of the vendor to check for any addenda which may be issued.

2.4. **BIDS:**

i. Any bids received after the scheduled time of opening will not be opened.

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

iii. 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 in Section 5 of the bid documents.

2.5. **TABULATIONS:** Tabulations will be calculated by the Purchasing Department. Each qualified bidder will be provided a formal tabulation after The Board has taken official action. Until such time, bidders are requested not to contact the Purchasing Department for Tabulations. Board meetings are held on the first Monday of each month, unless otherwise specified.

2.6. **PRICES:** All prices/proposals quoted shall remain firm for a maximum of sixty (60) days from the bid opening date (November 7, 2024) to allow acceptance by The Board. The bidder may withdraw a proposal, without prejudice, prior to the opening date.

Bid prices shall remain firm per the "Terms & Conditions" for the entire contract period and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges, and delivery charges must be built into the bid price at the time of the bid or listed as an "Exception". Unless otherwise specified, prices shall be Free on Board (F.O.B.) DESTINATION, which means delivered to a Board service location designated delivery point, as defined in Section 3 of the bid documents, without additional charge.

2.7. **FUEL SURCHAGES, MILEAGE, and/or MISCELLANEOUS CHARGES:** Awarded bidder(s) shall not add fuel surcharges, mileage charges, or other miscellaneous charges to invoices. All charges shall be included in the bid price(s) or specified as an "Exception" in the bidder's response.

2.8. **SPECIFICATIONS:** Specifications are attached and part of this proposal. All materials or services furnished shall be in conformity with the specifications and will be subject to inspection and approval of the Kenton County School District. The right is reserved to reject and return, at the risk and expense to the supplier, any item that may be defective or fail to comply with these specifications.

The Board 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 preparation of such specifications.

2.9. **PRODUCT EVALUATION:** Items will be disqualified that do not meet specifications. If a product is purchased and it is later established that said product fails to comply with the 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.

2.10. **BRAND NAMES:** The brand or trade name, manufacturer's name, and/or catalog number shall be listed in the column provided. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.

2.11. **DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS:** The Board 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:

i. The bidder submits a sample which conforms to all material requirements of this Invitation to Bid;

ii. Or the bidder certifies to the Board that they can supply products which conform to all material requirements of this Invitation to Bid.

Note: descriptive literature and/or manufacturer's specifications shall not be submitted unless expressly requested.

2.12. **OR EQUIVALENT:** Whenever the words "Or Equivalent" appears, they shall be interpreted to mean an item of material or equipment equal in quality to that named in the Bid Specifications and/or Bid Form and which is suited to the same use and capable of performing the same function with at least equivalent efficiency, as that named.

Descriptive literature is to be furnished for all "*OR EQUIVALENT"* item(s) which are submitted on bids. Bidder shall attach descriptive literature providing detailed information about each "*OR EQUIVALENT"* item so that it can be fully determined if the unit is truly a direct substitution. In the event the descriptive literature is not provided, the bid will be rejected on the basis that no descriptive literature was provided as required.

2.13. **EXCEPTIONS:** Any exceptions to the Terms and Conditions, General Bid Instructions, and/or Bid Specifications shall be documented by referencing the applicable paragraph(s) and explained in detail, as specified on page 16 of the RFP. If no exceptions are requested, it will be assumed that the bid meets all Specifications and Terms and Conditions as stated in the bid documents.

3. SERVICE LOCATIONS

DISTRICT SCHOOL BUILDINGS		OTHER DISTRICT BUILDINGS
Beechgrove Elementary 1029 Bristow Rd. Independence, KY 41051	White's Tower Elementary 2977 Harris Pike Independence, KY 41051	Northern KY Youth Development Center (NKYDC) 15600 Turner Rd. Crittenden, KY 41030
Caywood Elementary 3300 Turkeyfoot Rd. Edgewood, KY 41017	Summit View Academy 5006 Madison Pike Independence, KY 41051	KCSD Bus Garage- North 2550 American Ct. Crescent Springs, KY 41017
Ft. Wright Elementary 501 Farrell Dr. Ft. Wright, KY 41017	Turkey Foot Middle School 3230 Turkeyfoot Rd. Edgewood, KY 41017	**KCSD Central Office 1055 Eaton Dr. Ft. Wright, KY 41017
R.C. Hinsdale Elementary 440 Dudley Rd. Edgewood, KY 41017	Twenhofel Middle School 11800 Taylor Mill Rd. Taylor Mill, KY 41015	**KCSD Central Office (NEW) 2044 Tuscanyview Drive Covington, Kentucky 41017
Kenton Elementary 11246 Madison Pike Independence, KY 41051	Woodland Middle School 5399 Pride Parkway Taylor Mill, KY 41015	
Piner Elementary 2845 Piner Ridge Rd. Morning View, KY 41063	Dixie Heights High School 3010 Dixie Hwy. Edgewood, KY 41017	
River Ridge Elementary 2772 Amsterdam Rd. Villa Hills, KY 41017	Scott High School 5400 Pride Parkway Taylor Mill, KY 41015	
Ryland Heights Elementary 3845 Stewart Rd. Ryland Heights, KY 41015	Simon Kenton High School 11132 Madison Pike Independence, KY 41051	
Taylor Mill Elementary 5907 Taylor Mill Rd. Covington, KY 41015		

**The Kenton County Board of Education will be relocating from 1055 Eaton Drive, Fort Wright, KY 41017 to 2044 Tuscanyview Drive Covington, KY 41017. At the time of this posting, scheduled completion timeframe is October 2025 - January 2026. The vendor should be willing to provide service to the current location and the new location upon completion of the building project, and to both locations during transition.

4. BID SPECIFICATIONS

1. SCOPE

Kenton County School District (the "Applicant") wishes to compare Managed Leased Lit Fiber, Leased Dark Fiber, or technology equivalent to provide WAN connections between its eligible sites and the Applicant's network head-end, located at 11800 Taylor Mill Road, Independence, Kentucky 41051 beginning July 1, 2025. Bidders are advised that this project will be contingent upon the successful obtaining of E-Rate funding and an Applicant-issued Notice to Proceed, and the contract agreement between the Applicant and the selected vendor must recognize that contingency. Sites to be connected to the head-end are listed below:

1. Northern Kentucky Youth Development Center (NKYDC)- 15600 Turner Road, Crittenden, KY 41030
2. Scott High School- 5400 Pride Parkway, Taylor Mill, KY 41015
3. RC Hinsdale Elementary School- 440 Dudley Road, Edgewood, KY 41017
4. Twenhofel Middle School- 11846 Taylor Mill Road, Independence, KY 41051
5. Turkey Foot Middle School- 3230 Turkeyfoot Road, Edgewood, KY 41017
6. Simon Kenton High School- 11132 Madison Pike, Independence, KY 41051
7. Fort Wright Elementary School- 501 Farrell Drive, Ft. Wright, KY 41011
8. River Ridge Elementary School- 2772 Amsterdam Road, Villa Hills, KY 41017
9. Kenton Elementary School- 11246 Madison Pike, Independence, KY 41051
10. James A. Caywood Elementary School- 3300 Turkeyfoot Road, Edgewood, KY 41017
11. Dixie Heights High School- 3010 Dixie Highway, Edgewood, KY 41017
12. White's Tower Elementary School- 2977 Harris Pike, Independence, KY 41051
13. Woodland Middle School- 5399 Pride Parkway, Taylor Mill, KY 41015
14. Summit View Academy- 5006 Madison Pike, Independence, KY 41051
15. Piner Elementary School- 2845 Piner Ridge Road, Morning View, KY 41063
16. Taylor Mill Elementary School- 5907 Taylor Mill Road, Covington, KY 41015
17. Ryland Heights Elementary School- 3845 Stewart Road, Ryland Heights, KY 41015
18. Beechgrove Elementary School- 1029 Bristow Road, Independence, KY 41051
19. KCSD Bus Garage - North, 2550 American Court, Erlanger, KY 41017
20. **Kenton County Board of Education- 1055 Eaton Drive, Fort Wright, KY 41017

**The Kenton County Board of Education will be relocating from 1055 Eaton Drive, Fort Wright, KY 41017 to 2044 Tuscanyview Drive Covington, KY 41017. At the time of this posting, scheduled completion timeframe is October 2025 - January 2026. The vendor should be willing to provide service to the current location and the new location upon completion of the building project, and to both locations during transition.

In each building, the selected vendor will demarc the service in an existing network closet to be designated by the Applicant. Refer to building maps for locations of current service entrance points and desired demarcation points. **General building maps will be available during the voluntary on-site meeting** (see page 14, section 7). For security reasons, this is the only way to obtain these maps.

Your proposal should include pricing options for connections between each endpoint site and the head-end site as described in the specifications that follow, and should allow for service level changes to be made to any location during the term of the contract.

The Applicant wishes to work with the selected vendor to establish an appropriate initial service tier for each building to maximize the cost effectiveness of these services. Sites to be connected should be priced separately (individually);

the Applicant reserves the right to remove locations from this list prior to the commencement of the project at its discretion.

2. SCOPE OF CONTRACT

The Applicant seeks proposals for a Three (3)-year contract with up to three (3) voluntary extensions; other terms will be considered. The decision to act on any additional extensions will be made in September of each year. All cost proposals must reflect the LCP (Lowest Corresponding Price), GSA pricing, and any available governmental unit discounts including existing state purchasing agreements or contracts. Any proposal referencing an existing state purchasing agreement or contract must include that information in the proposal. Bid prices must be complete for the services proposed and shall include all associated costs, even if the amounts are estimates based upon current applicable taxes, surcharges, or fees.

The term for this contract shall begin on July 1, 2025. If the service acceptance date is after July 1, 2025, the contract term may be adjusted to expire with the end of the E-Rate funding year at the discretion of the Applicant. **All newly constructed fiber must be completed far enough in advance of this date for the bidder to provide fiber test data that is acceptable to the Applicant.**

3. OPTIONS TO BID

The Applicant is seeking two options for bids. Service Providers may bid either or both options, and must include all listed sites, terms, and bandwidth levels (where applicable) for their bid to be considered.

1. **OPTION 1** is a fully managed, leased lit fiber transport service from the head-end site to the specified eligible applicant sites. Any one-time special construction can be bid separately from the Service Provider's proposed monthly recurring cost for the fully-managed leased lit service.

2. **OPTION 2** is for a leased dark fiber solution that may include special construction, the monthly lease fee, monthly maintenance and operations fees, and can, as an option, also include pricing for the purchase of equipment necessary to light the fiber. Any one-time special construction costs must be bid separately from the monthly lease fee. Monthly recurring maintenance and operations fees should be itemized separately from monthly recurring dark fiber lease fees.

The Applicant seeks a network design that forms a protected Wide Area Network that minimizes single points of failure for any single facility in the WAN. The service should be architected in a manner that minimizes interruption due to a single equipment failure or cable cut. In consideration of the Applicant's anticipated future growth in bandwidth need, Bidders are encouraged to provide dedicated infrastructure to the Applicant, using a private network approach with no aggregation or third-party equipment between sites. Notwithstanding the previous, nothing in this document should be construed as the Applicant expressing a preference for one type of design over another; the Applicant requests that Bidders design cost-effective solutions that minimize downtime and meet the expressed current and future needs of the Applicant.

In E-rate terminology, "special construction" refers to the upfront, non-recurring costs associated with the installation of new fiber or upgraded facilities to or between eligible entities, including construction of network facilities, design and engineering, and project management. Special construction does not include the network equipment necessary to light fiber, nor the services necessary to maintain fiber. Charges for network equipment and fiber maintenance are eligible for E-rate support as separate services.

Both options (leased lit and leased dark) can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Lit fiber proposals which require an upfront payment may only

include a special construction cost if any new fiber is being installed. If new fiber installation is not necessary, the payment is considered a non-recurring cost and must be noted accordingly in your response.
If there are any separate installation or special construction costs necessary to provision service, the cost proposal must clearly describe those costs separately from monthly recurring costs and the service provider must be prepared to assist with any USAC review questions concerning those costs. We may request that the undiscounted portion of any upfront, non-recurring costs be paid in installments as allowed by Section II.A.2. of FCC 14-189 (AKA the Second E-Rate Modernization Order).

4. SPECIFICATIONS OF THE REQUESTED SOLUTIONS

Based on the bids and both a short-term and long-term cost effectiveness analysis, the Applicant will determine which, if any, of the solutions is acceptable. The specifications related to each solution option are as follows:

Managed Leased Lit Service:

Your proposal should include pricing options for 10, 20, and 40 Gbps connections with scalability to 100 Gbps between each endpoint site and the head-end site, and should allow for service level changes to be made to any location during the term of the contract; other connections will be considered. Proposals including throttling, asymmetrical bandwidth, and traffic restrictions are not acceptable. The vendor will provide a level of service that will ensure 99.999% uptime for the listed sites.

The awarded vendor, if the vendor is providing managed lit fiber, will operate a Network Operations Center (NOC) that will monitor the network on a 24x7x365 basis. The NOC will have toll free access from Kenton County School District. This call center must be staffed with personnel able to accept a telephone call reporting trouble at any time and must have the appropriate resources to escalate trouble calls as required. The NOC will notify Kenton County School District of any anomaly observed on the network and will immediately take whatever corrective actions are required to meet a 99.999% level of network availability.

Lit fiber circuits must be provisioned with an active, powered stand-alone network device on each end of the link. Simply terminating circuits into an optical interface module is not acceptable.

Please note that to compare the different fiber options accurately, the Applicant assumes that lit fiber costs include:

1. Modulating Equipment (You must describe proposed electronics, with specifications and the expected life for the equipment.)
2. Annual maintenance (markers, general inspection, preventative maintenance, etc.)
3. Annual operating costs
4. Repair of Cuts, Diagnosis and Resolution of Outages, and Fiber Relocations at the cost of the provider
5. Emergency Restoration and Relocation
6. Miscellaneous Fees: Known right of way, pole attachment(aerial) fee, railroad crossing, other issues

In any contract for lit fiber service, the act of changing (raising or lowering) service tiers during the term shall not cause a change in the end date for that contract, and the price for such tier changes shall not increase above the tier pricing agreed to prior to the commencement of the initial term.

Leased Dark Fiber:
As an alternative, respondents can quote a leased dark fiber network solution from the specified head-end site to the eligible service locations. The price quote should be for a lease of at least 2 strands of fiber from the head-end to each eligible entity location; other configurations will be considered. The physical layer design of the proposed dark fiber solution should minimize or eliminate points of failure that impact more than one site in cases of a fiber cut, fiber bump or other physical layer impediment.

Respondents must offer recurring Maintenance and Operations services and can, as an option, also offer pricing for the purchase of equipment that the Applicant will need to light the fiber; both either themselves or through 3rd party subcontractors. In the case that respondents use external 3rd party service providers or contractors to deliver some or part of the solution, these should be clearly indicated in the response.

Respondents including the option of a quote to sell the equipment necessary to light the fiber should include the following new equipment (or its equivalent):

- Avaya 8404 C
    - Quantity 1
- Avaya VSP 7524 XSQ
    - Quantity 15
- Avaya VSP 4900
    - Quantity 4
- Avaya VSP 4850
    - Quantity 1

**Complete Bid Form on Page 28

It is acceptable for vendors of network equipment to bid these items (or their equivalent) without bidding the dark fiber itself.*

*If equivalent equipment is offered, manufacturer specifications should be included with your proposal.

Respondents must separate non-recurring special construction charges, monthly recurring fiber lease and monthly Maintenance and Operations charges, and charges for equipment listed above as defined by E-rate eligibility rules.

Please note that to compare the different fiber options accurately, the Applicant assumes that dark fiber service includes the items listed below. Your proposal should include an overview of the maintenance practices associated with these responsibilities.

1. **Ongoing maintenance of the fiber**. The selected Bidder shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the Applicant of a malfunction relating to the applicable fiber, Bidder shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.

2. **Maintenance responses must also include information regarding**:
    a. Routine maintenance and inspection,
    b. Scheduled maintenance windows and scheduling practices for planned outages,
    c. Marker and handhole inspection and repair for buried fiber,
    d. Bi-annual inspection of aerial installs and repair of sagging fiber or worn outer layer,
    e. Handling of unscheduled outages and customer problem reports
    f. What service level agreement is included, and what alternative service levels may be available at additional cost,

g. What agreements are in place with applicable utilities and utility contractors for emergency restoration,
h. Repair of fiber breaks,
i. Mean time to repair,
j. Replacement of damaged fiber,
k. Post repair testing,
l. Replacement of fiber which no longer meets specifications,
m. Policies for customer notification regarding maintenance,
n. Process for changing procedures, including customer notification practices,
o. Process for moves adds and changes.

5. SERVICE LEVEL AGREEMENT

Each Respondent must provide a proposed Service Level Agreement (SLA) with their response. The proposed SLA must include a description of the services provided and describe how the end-to-end performance of these services will be measured (from each A location to the Z locations).

At a minimum, an SLA for lit service should describe that the Respondent will make all reasonable efforts to ensure 99.99% network availability of each circuit. Additionally, the SLA should provide frame/packet loss, network latency (less than 25ms expected) and network jitter commitments, and should address contention levels (none expected) and oversubscription levels (none expected).

Each SLA (both dark and lit) should describe 24x7x365 trouble-reporting procedures including escalation procedures, offer commitments with regard to the time to respond to and repair service degradation and outages, describe service credits based on percentages of monthly fees, and describe provisions available in the event of chronic trouble. The minimum commitment to be guaranteed is a two-hour diagnosis and a four-hour temporary or permanent repair.

Respondents should describe monthly and annual service reports offered, showing peak usage, downtime, and impaired performance versus the SLA, for each link. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the contract, and the selected Service Provider shall remediate any deficiencies at no cost to the Applicant.

6. COMMITMENTS REQUIRED FOR SPECIAL CONSTRUCTION AND NON-RECURRING COSTS

All E-Rate applications including special construction are subject to review and detailed questioning. Respondents should provide or be prepared to promptly provide the following information:

- A map file of the proposed fiber route
- The cost per foot of fiber
- The cost per foot of fiber installation (splicing, pulling through conduit, hanging on poles)
- The cost per foot of outside plant materials (conduit, handholes, markers, aerial make ready materials)
- The cost per foot of outside plant installation (trenching, handhole and marker installation, installation of aerial make-ready materials)

The amount of special construction capital requested will be examined by E-Rate program reviewers and compared to the cost of historical fiber builds in the region.

Service providers placing extra strands into the build for their own use must cost-allocate the cost of those provider-owned extra strands as well as all incremental costs of those extra strands from their bid. This is not a pro-rata

share, but an incremental cost calculation that must be backed by detailed documentation. Neither the E-rate program nor the Applicant will be responsible for such costs.

7. QUESTIONS/SITE VISIT

A voluntary site visit will be held at Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, KY 41017 at 10:00 am EST on October 23, 2024. **This will be the only opportunity to ask questions or to receive answers to questions related to this RFP**. Respondents choosing not to attend in so doing acknowledge their understanding that they were offered and voluntarily declined the opportunity.

8. COMPLIANCE WITH SPECIFICATIONS

By submitting a proposal, the Bidder certifies that it has read and agrees to the following terms and conditions. Failure to include any requested information or to meet any requirement outlined herein is adequate cause to reject your proposal.

- **The Service Provider has clearly listed *(included on an additional page with the proposal)* any exceptions to any requirements or conditions set forth in this RFP with which it is unable or unwilling to comply and has included all relevant standard or additional contract terms and conditions with its proposal. Such exceptions, terms, and conditions must be set forth with specificity and may not be incorporated by reference.**

- The Service Provider agrees that the final contract shall incorporate and not override any terms or conditions set forth in this RFP, minus any agreed-upon exceptions, and that the RFP will be incorporated into the final contract.

- The Service Provider agrees to follow and abide by the rules of the E-Rate program as promulgated by USAC and the FCC and certifies that it has not been suspended, debarred, or placed on Red Light Status within the prior three years. Service Provider further agrees that any costs not funded by the E-rate Program due to Service Provider violations of Program rules will be the sole responsibility of the Service Provider.

9. RESPONSE FORMAT

Your response should describe the network topology being proposed, whether the circuits are dedicated end-to-end for the Applicant's use, and whether there are any mid-path electronics necessary to provision the circuits. You should include a diagram of specific fiber routes anticipated, including an outline of the buried and/or aerial portions of the fiber routes. You should describe all proposed handoffs, including whether you are handing off multiple connections at the head-end or a single, aggregated connection. (The Applicant requests fiber handoffs.) Please indicate and specify all service provider owned onsite equipment necessary to hand off service to the Applicant's LAN equipment. Service provider should provide this information in the form of a network WAN diagram.

Additionally, **all** proposals must include the following information:

1. A description of services to be provided with detailed information regarding any required construction, including the timeline for completion of every phase of work – engineering, manufacturing, construction, permitting, electronics delivery, maintenance.

2. Complete pricing for the services described herein. Your proposal must clearly indicate which option it is a response to, and must provide detail regarding special construction, and non-recurring and recurring costs for the service being proposed for each site requested including any and all projected taxes and fees. If your proposed agreement has a built in "price escalator" clause, that escalator must be detailed within your bid response (not merely mentioned in your sample agreement). Bidders are required to complete and include the Bid Form (section 5) provided with this RFP.

3. Proposed network diagram.
    a. For dark fiber responses, respondents must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and other pertinent details as outlined in *APPENDIX A: Common OSP Installation Specifications for E-Rate Proposals.* Any deviations from the specifications in Appendix A should be clearly noted in your response.

4. Proposed Service Level Agreement.

5. Length of time your company has provided such services.

6. Three (3) reference sites where your company has performed a similar service, including business name, contact name and contact information. It is preferable that at least one reference should be for a school district or library system of similar size within 200 miles of the Applicant. If your proposal is for more than one option (e.g. lit fiber service as well as leased dark fiber), provide references for each.

7. Your E-Rate SPIN Number. (You must have a current SPAC form on file with USAC.)

8. A sample contract which includes the proposal requirements and the E-Rate contingencies outlined herein. (Failure to provide a contract in a timely fashion may be considered grounds for disqualification.)

10. RESPONSE COMPLIANCE

Proposals must be prepared with specificity with regard to the services listed herein. Bids merely listing a general menu of services available from a vendor, bids appearing to be automatically generated without specificity in relation to the requirements of this RFP, and bids missing substantial information but inviting the applicant to contact the bidder to refine the bid and/or discuss specifics will not be considered valid bid responses and will be disqualified from consideration. This includes any SPAM and/or robotic responses. For more information, please review the USAC E-Rate News Brief of February 15, 2024.

Please note USAC's posted guidance regarding the comparison of Lit and Dark Fiber proposals:
"In considering whether leased dark fiber or leased lit fiber is the more cost-effective option, applicants will need to identify a specific and comprehensive total cost for each of the responsive proposals received, and compare those costs over a defensible time period." Accordingly, service providers should "supply all of the information necessary […] to identify the total cost of the service (e.g., all of the costs associated with deploying any new fiber to connect entities, purchasing Network Equipment, maintenance and operations, etc.)." 1 In cases where a proposal does not include information required to make this comparison (e.g. a provider elects not to bid network equipment required to light the fiber), the Applicant will use available market pricing in place of the missing information.

11. EVALUATION CRITERIA

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:

Price	50 Points
Written Response *(see page 15, section 9)*	40 Points
References	10 Points
Total	**100 Points**

Price Calculation:

The price figure for each option or mix of options shall be arrived at by awarding the low bidder a score of 50 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.)*

Example: Bidder A bids $100.
Bidder B bids $110.

Bidder A receives 50 points.
Bidder B receives points as follows: (1-((Bid B - Bid A)/Bid A)) x 50 points = 45 points

Written Response:

From a written response supplied with this proposal, a score of 40 points shall be given. Evaluation will be based on the following objectives: technical merit of proposal, experience/expertise, other cost considerations, and overall format of your response *(completeness, readability, understanding*). Reference page 15, section 9 for response criteria.

References:

A list of three existing customer references shall be supplied with your proposal. Each of these three references will be contacted and asked to rate their experience on a scale of 1-10. 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. If a bidder has been a vendor for the Board in the past five (5) years, the Board reserves the right to provide the sole score.

12. PROPOSAL DELIVERY

Notice is hereby given that the Kenton County School Board, Fort Wright, KY, will receive sealed bids at Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, KY 41017 until 2:00pm EST on November 7, 2024, at which time they will be publicly opened and read aloud. Envelopes containing bids shall be plainly marked **"Bids – WAN".** Bids received after the designated time will be returned unopened.

Bidders must submit a hard copy of their bid and any required forms, AND an electronic version of the bid response (including any required forms) on a USB flash drive in a sealed envelope, with their firm's name and address clearly indicated on the envelope. Note that FAXED bids are not acceptable and will be rejected as non-responsive. Bids are to be addressed as follows: Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, KY 41017, ATTN: Matthew Winkler, Re: Bids-WAN

The Kenton County School Board reserves the right to reject any and all bids, and to waive informalities, irregularities, and errors in the bidding to the extent permitted by law. This includes the right to extend the date and time for receipt of bids. In the event that a responsible bid is not received or if it is determined that the low bid received is too high, the bid received will be rejected and the project will be cancelled or re-bid. Bids may not be withdrawn during the sixty (60) day period immediately following the date of receipt of the bids without the consent of the Kenton County School District.

[1] https://www.usac.org/e-rate/applicant-process/competitive-bidding/requirements-for-leased-dark-fiber-self-provisioned-networks/

5. BID FORM

BID FORM – PAGE 1 of 12

Complete this form and provide in your response. Only certain specific elements of your proposal are requested below, but it is expected that Bidders will attach additional pages to fully explain **all** of the pricing options requested in the RFP. Bidders are free to propose alternate pricing terms provided they have also included pricing in the requested format.

The MANAGED DIGITAL SERVICE "Service" includes the engineering, installation, maintenance and repair services to Kenton County Schools necessary to connect multiple Local Area Networks to form a MAN (Metropolitan Area Network) for data transmission. Connectivity includes 20 sites – 17 schools, 1 Board of Education, 1 transportation facility and 1 Development Center. The hub is located at KCSD SOC – the NOC (11800 Taylor Mill Road, Independence, Kentucky 41051).

Bid prices must be complete for the services proposed and shall include all associated costs, even if the amounts are estimates based upon current applicable taxes, surcharges, or fees. Any costs not included in your proposal but found to be necessary for the full functioning of the WAN will be the responsibility of the Bidder.

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent _____ Date_____

Printed Name and Title _____

Name of Company _____

BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

5.1 MANAGED LEASE LIT FIBER

OPTION #1

Managed Leased Lit Fiber – District School Buildings

Connection Speed: 10 Gbps

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**	**Optional ELIGIBLE 1YR Extension Costs**
Scott High	$	$	$	$	$	$
R.C. Hinsdale Elementary	$	$	$	$	$	$
Twenhofel Middle	$	$	$	$	$	$
Turkey Foot Middle	$	$	$	$	$	$
Simon Kenton High	$	$	$	$	$	$
Fort Wright Elementary	$	$	$	$	$	$
River Ridge Elementary	$	$	$	$	$	$
Kenton Elementary	$	$	$	$	$	$
James A. Caywood Elementary	$	$	$	$	$	$
Dixie Heights High	$	$	$	$	$	$
White's Tower Elementary	$	$	$	$	$	$
Woodland Middle	$	$	$	$	$	$
Summit View Academy	$	$	$	$	$	$
Piner Elementary	$	$	$	$	$	$
Taylor Mill Elementary	$	$	$	$	$	$
Ryland Heights Elementary	$	$	$	$	$	$
Beechgrove Elementary	$	$	$	$	$	$
Taxes – All Locations	$	$	$	$	$	$

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

OPTION #2

Managed Leased Lit Fiber – District School Buildings

Connection Speed: 20 Gbps

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**	**Optional ELIGIBLE 1YR Extension Costs**
Scott High	$	$	$	$	$	$
R.C. Hinsdale Elementary	$	$	$	$	$	$
Twenhofel Middle	$	$	$	$	$	$
Turkey Foot Middle	$	$	$	$	$	$
Simon Kenton High	$	$	$	$	$	$
Fort Wright Elementary	$	$	$	$	$	$
River Ridge Elementary	$	$	$	$	$	$
Kenton Elementary	$	$	$	$	$	$
James A. Caywood Elementary	$	$	$	$	$	$
Dixie Heights High	$	$	$	$	$	$
White's Tower Elementary	$	$	$	$	$	$
Woodland Middle	$	$	$	$	$	$
Summit View Academy	$	$	$	$	$	$
Piner Elementary	$	$	$	$	$	$
Taylor Mill Elementary	$	$	$	$	$	$
Ryland Heights Elementary	$	$	$	$	$	$
Beechgrove Elementary	$	$	$	$	$	$
Taxes – All Locations	$	$	$	$	$	$

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

OPTION #3

Managed Leased Lit Fiber – District School Buildings

Connection Speed: 40 Gbps

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**	**Optional ELIGIBLE 1YR Extension Costs**
Scott High	$	$	$	$	$	$
R.C. Hinsdale Elementary	$	$	$	$	$	$
Twenhofel Middle	$	$	$	$	$	$
Turkey Foot Middle	$	$	$	$	$	$
Simon Kenton High	$	$	$	$	$	$
Fort Wright Elementary	$	$	$	$	$	$
River Ridge Elementary	$	$	$	$	$	$
Kenton Elementary	$	$	$	$	$	$
James A. Caywood Elementary	$	$	$	$	$	$
Dixie Heights High	$	$	$	$	$	$
White's Tower Elementary	$	$	$	$	$	$
Woodland Middle	$	$	$	$	$	$
Summit View Academy	$	$	$	$	$	$
Piner Elementary	$	$	$	$	$	$
Taylor Mill Elementary	$	$	$	$	$	$
Ryland Heights Elementary	$	$	$	$	$	$
Beechgrove Elementary	$	$	$	$	$	$
Taxes – All Locations	$	$	$	$	$	$

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

OPTION #4

Managed Leased Lit Fiber – District School Buildings

Connection Speed: 100 Gbps

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**	**Optional ELIGIBLE 1YR Extension Costs**
Scott High	$	$	$	$	$	$
R.C. Hinsdale Elementary	$	$	$	$	$	$
Twenhofel Middle	$	$	$	$	$	$
Turkey Foot Middle	$	$	$	$	$	$
Simon Kenton High	$	$	$	$	$	$
Fort Wright Elementary	$	$	$	$	$	$
River Ridge Elementary	$	$	$	$	$	$
Kenton Elementary	$	$	$	$	$	$
James A. Caywood Elementary	$	$	$	$	$	$
Dixie Heights High	$	$	$	$	$	$
White's Tower Elementary	$	$	$	$	$	$
Woodland Middle	$	$	$	$	$	$
Summit View Academy	$	$	$	$	$	$
Piner Elementary	$	$	$	$	$	$
Taylor Mill Elementary	$	$	$	$	$	$
Ryland Heights Elementary	$	$	$	$	$	$
Beechgrove Elementary	$	$	$	$	$	$
Taxes – All Locations	$	$	$	$	$	$

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

OPTION #5

Managed Lease Lit Fiber – Other District Buildings

Connection Speed: 10 Gbps

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**	**Optional ELIGIBLE 1YR Extension Costs**
Bus Garage - North	$	$	$	$	$	$
NKYDC	$	$	$	$	$	$
Board of Education (Tuscanyview Dr.)	$	$	$	$	$	$
Taxes – All Locations	$	$	$	$	$	$

OPTION #6

Managed Lease Lit Fiber – Other District Buildings

Connection Speed: 20 Gbps

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**	**Optional ELIGIBLE 1YR Extension Costs**
Bus Garage - North	$	$	$	$	$	$
NKYDC	$	$	$	$	$	$
Board of Education (Tuscanyview Dr.)	$	$	$	$	$	$
Taxes – All Locations	$	$	$	$	$	$

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

OPTION #7

Managed Lease Lit Fiber – Other District Buildings

Connection Speed: 40 Gbps

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**	**Optional ELIGIBLE 1YR Extension Costs**
Bus Garage - North	**$**	**$**	**$**	**$**	**$**	**$**
NKYDC	**$**	**$**	**$**	**$**	**$**	**$**
Board of Education (Tuscanyview Dr.)	**$**	**$**	**$**	**$**	**$**	**$**
Taxes – All Locations	**$**	**$**	**$**	**$**	**$**	**$**

OPTION #8

Managed Lease Lit Fiber – Other District Buildings

Connection Speed: 100 Gbps

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**	**Optional ELIGIBLE 1YR Extension Costs**
Bus Garage - North	**$**	**$**	**$**	**$**	**$**	**$**
NKYDC	**$**	**$**	**$**	**$**	**$**	**$**
Board of Education (Tuscanyview Dr.)	**$**	**$**	**$**	**$**	**$**	**$**
Taxes – All Locations	**$**	**$**	**$**	**$**	**$**	**$**

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

OPTION #9

Managed Lease Lit Fiber – Current Board of Education (1055 Eaton Drive)

Connection Speed: 10 Gbps

MONTH Pricing for this Site

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE Costs**
KCSD Board of Education 1055 Eaton Drive	**$**	**$**	**$**	**$**	**$**
Taxes – All Locations	**$**	**$**	**$**	**$**	**$**

OPTION #10

Managed Lease Lit Fiber – Current Board of Education (1055 Eaton Drive)

Connection Speed: 20 Gbps

MONTH Pricing for this Site

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE Costs**
KCSD Board of Education 1055 Eaton Drive	**$**	**$**	**$**	**$**	**$**
Taxes – All Locations	**$**	**$**	**$**	**$**	**$**

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

OPTION #11

Leased Dark Fiber – District School Buildings

Fiber Count: 2 Strand Single Mode

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**
Scott High	$	$	$	$	$
R.C. Hinsdale Elementary	$	$	$	$	$
Twenhofel Middle	$	$	$	$	$
Turkey Foot Middle	$	$	$	$	$
Simon Kenton High	$	$	$	$	$
Fort Wright Elementary	$	$	$	$	$
River Ridge Elementary	$	$	$	$	$
Kenton Elementary	$	$	$	$	$
James A. Caywood Elementary	$	$	$	$	$
Dixie Heights High	$	$	$	$	$
White's Tower Elementary	$	$	$	$	$
Woodland Middle	$	$	$	$	$
Summit View Academy	$	$	$	$	$
Piner Elementary	$	$	$	$	$
Taylor Mill Elementary	$	$	$	$	$
Ryland Heights Elementary	$	$	$	$	$
Beechgrove Elementary	$	$	$	$	$
Taxes – All Locations	$	$	$	$	$

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

OPTION #12

Leased Dark Fiber – Other District Buildings

Fiber Count: 2 Strand Single Mode

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE 3YR Costs**
Bus Garage - North	**$**	**$**	**$**	**$**	**$**
NKYDC	**$**	**$**	**$**	**$**	**$**
Board of Education (Tuscanyview Dr.)	**$**	**$**	**$**	**$**	**$**
Taxes – All Locations	**$**	**$**	**$**	**$**	**$**

OPTION #13

Leased Dark Fiber – Current Board of Education (1055 Eaton Drive)

Fiber Count: 2 Strand Single Mode

MONTH Pricing for this Site

Location	**Overall** ELIGIBLE Monthly Cost (MRC)	**ELIGIBLE** Up-front costs (NRC)	**ELIGIBLE** Special Construction Costs (NRC)	**Ineligible Costs**	**Total ELIGIBLE Costs**
Board of Education (1055 Eaton Drive)	**$**	**$**	**$**	**$**	**$**
Taxes – All Locations	**$**	**$**	**$**	**$**	**$**

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

OPTION #14

Leased Dark Fiber – Equipment

Equipment	Quantity	Cost	Equivalent* INCLUDE Make, Model	Quantity	Cost
Avaya 8404 C	**1**	**$**			**$**
Avaya VSP 7524 XSQ	**15**	**$**			**$**
Avaya VSP 4900	**4**	**$**			**$**
Avaya VSP 4850	**1**	**$**			**$**

*If equivalent equipment is offered, manufacturer specifications should be included with your proposal.

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

5.2 SPECIAL CONSTRUCTION

1. Will your proposal feature Special Construction? YES or NO *(circle one)*

2. If "YES", please provide the requested information below:

Identification of segment or segment Z location. (Add rows if necessary.)	Strand Count	Total Length **in feet** of segment	Length of new plant to be built	%Buried / %Aerial
				/
				/
				/
				/
				/
				/
				/
TOTALS				/

All E-rate applications featuring special construction are subject to review and detailed questioning. Vendors should be prepared to promptly provide the following information: a map file of the proposed fiber route in KMZ format, and the cost per foot (aerial and buried separately) of fiber, fiber installation (splicing, pulling through conduit, hanging on poles), outside plant materials (conduit, hand-holes, markers, aerial make ready materials), and outside plant installation (trenching, hand-hole, and marker installation, installation of aerial make ready materials).

***Note on Cost Allocation required of Lit/Dark Service Providers:**
Often, Lit/Dark service providers wish to install more strands than are required by an E-Rate applicant for the lit provider's future use. These additional strands are ineligible for E-Rate support, as are the incremental costs related to them (e.g., additional labor costs for splicing, additional plant costs, etc.). Lit/Dark service responses should include documentation which outlines any added incremental costs attributable to designing, managing and constructing a fiber system if deploying a larger strand cable than is required to provide the services requested in this RFP. Such costs include (but are not limited to):

- Splice Labor. If any fibers over the Applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- Splice Enclosures are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- Fiber Installation Labor. This represents the incremental cost of pulling a larger cable through the buried conduit.
- Structured materials installation. This represents the additional cost of burying a larger conduit to support the additional fibers.

Service providers should not include such costs in their special construction billing to the Applicant and should be prepared to show evidence during the E-Rate review and approval process that it did not charge the applicant for these incremental costs. List them as "ineligible costs" in the table above.

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APPENDIX A: Common OSP Installation Specifications for E-Rate Proposals

Material Requirements

- Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.
- If a buried proposal all buried conduit shall be EMT (Electrical Metallic Tubing) multi-duct with at least three innerducts. EMT fitting shall be gland or set screw type, and each conduit shall be equipped with a graduated pull tape or rope.
- If a buried proposal, unless specified by right-of-way owner, crossings will be two conduits, PVC-Sch 40 or better.
- If a buried proposal, the exact requirements for location and type of conduit within the building shall be verified with building owner.
- If a buried proposal, all Hand Holes shall be Indiana DOT approved, 45,000 lb. load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated hand holes for non-roadways and railways.
- If a buried proposal, large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and hand holes.
- Fiber must be single-mode with the following specifications:
    - Singlemode G.652 ITU standard
    - For singlemode fiber, the loss is about 0.5 dB per km for 1310 nm sources,
    - 0.4 dB per km for 1550 nm. (1.0 dB/km for premises/0.5 dB/km at either wavelength for outside plant max per EIA/TIA 568). This roughly translates into a loss of 0.1 dB per 600 (200m) feet for 1310 nm, 0.1 dB per 750 feet (250m) for 1300 nm.
    - Provider must produce insertion lost tests for each span of existing and newly constructed fiber that will be part of the WAN. These test results must be within the specifications listed in this section in order for the leased dark fiber solution to be accepted by the Applicant or the leased lit fiber solution to be approved for provisioning by the Applicant.
    - Connector types should be LC unless otherwise specified by the Applicant.

Specifications

Survey

- Comply with all ordinances and regulations. Where required, secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets/railways.
- If a buried proposal, Bidder will locate underground lines of third parties in cable route area.

Permits and Traffic Control

- The Bidder must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed.
- All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the Bidder's responsibility. The Bidder's construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

Tracer Wire Installation

- If a buried proposal, tracer wire shall be placed with all conduit installed unless armored or traceable cable is used. The Bidder will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.
- If a buried proposal, for multi-duct installation, install a 5/8" X 8" copper clad ground rod in the hand-hole located on public right–of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic

termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for "locate purposes only," not for grounding purposes. Note on as-built where ground is placed and tag located wire as "locate wire."

*Depth of Burial (*If a buried proposal)

- Except where otherwise specified, the cable shall be placed to a minimum depth of 24" along roadways and 18" on private property. Greater cable depth will be required at the follow locations:
- Where cable route crosses roads, the cable shall be placed at a minimum depth of 48" below the pavement or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority required additional depth, in which case the greatest depth will be maintained.
- Where cable crosses existing sub-surface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12" clearance from the object or the minimum clearance required by the object's owner, whichever is greater.

*Highway, Railroad, and Other Bored Crossings (*If a buried proposal)

- All crossings of state or federal highways and railroads right-of-way shall be made by boring and placing a pipe casing. The cable shall be placed through the pipe casing. Country road and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.
- All work performed on public right-of-way or railroad right-of-way shall be done in accordance with requirements and regulations of the authority having jurisdiction there under.
- Bidder shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn.
- Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60" below the railroad surface or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

*Cable Markers (*If a buried proposal)

- Cable markers shall be placed within 48 hours of cable installation. Unless the right-of-way or property owner specifies otherwise, cable markers shall be placed at all change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
- In addition, on highway right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of the cable.

*Hand Holes (*If a buried proposal)

- Hand holes will be placed in accordance with standard industry practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.
- All hand holes unless otherwise stipulated by the drawings will be buried with 12" to 18" of cover at final grade.
- Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the Bidder will be responsible for correcting the problem immediately without additional cost to the Applicant.
- After cable placement, all ducts will be sealed.
- All splice hand holes/manholes will be grounded.
- A sufficient coil of cable shall be left in each hand hole/building for splicing use.

Splicing (both buried and aerial)

- Fiber to fiber fusion splicing of optical fibers at each point including head ends is required.
- Complete testing services, such as end to end, reel testing, and splice loss testing, ORL, power meter/laser source testing and WDM testing is required.
- Individual splice loss will be 0.10 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.
- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customer's rack.

Aerial Plant

- Applicant is open to aerial fiber runs using existing utility poles, but Bidder must adhere to pole owners' requirements for clearances, spans, grounding, guys and attachments.

Testing Cable (both buried and aerial)

- The Bidder shall be responsible for on-reel verification of cable quality prior to placement.
- Completed test forms on each reel shall be submitted to the Applicant.
- Bidder assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
- The Bidder shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.
- The cable ends shall be sealed upon completion of testing.
- In addition to splice loss testing, selected Bidder will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.

Restoration (both buried and aerial)

- All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the Applicant and any permitting agencies.
- Bidder shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction begins.
- Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.
- Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the Applicant, the representative of any interested permitting agency, and/or the railroad representative.
- Bidder will be responsible for any restoration complaints arising within one year after the Applicant's final acceptance.
- Excess material will be disposed of properly.
- Debris from clearing operations will be properly disposed of by the Bidder/subcontractors as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the Bidder as per requirements by other interested permitting agencies, and/or the Applicant.
- Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of the any permitting agencies, and/or the Applicant.

- Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the Applicant.

Documentation (both buried and aerial)
As-built drawings will include:

- Fiber cable routes
- Drawings, site drawings, permit drawings, and computerize design maps and electronically stored consolidated field notes for the entire route must include:
    - Verification of as-built and computerized maps
    - Splicing locations
    - Optical fiber assignments at patch panels and splice locations
    - Installed cable length
    - Date of installation
    - Aerial installation documents should include
        - Pole attachment applications and inventories
        - Pole attachment agreements between Bidder and other utilities
        - GPS points of reference for utility poles
        - Photo images of poles to which fiber is attached
    - Underground installation documents should include
        - Conduit design and detailing and manhole detailing
        - Preparation of all documentation for approval of conduit construction and/or installation,
    - Fiber details will include:
        - Manufacturer
        - Cable type and diameter
        - Jacket type: singlemode
        - Fiber core and cladding diameter
        - Fiber attenuation per kilometer
        - Fiber bandwidth and dispersion
        - Index of refraction
    - OTDR documentation will include:
        - Each span's traces shall be recorded and mapped, with each splice loss from each direction and the optical length between splices as well as info required by Span Map.
        - Reel acceptance
        - Individual fiber traces for complete fiber length
        - Losses of individual splices
        - Anomalies
        - Wavelength tests and measurement directions
        - Manufacturer, model, serial number, and date of last calibration of OTDR
    - Power Meter documentation will include:
        - Total link loss of each fiber
        - Wavelengths tested and measurement directions
        - Manufacturer, model, serial number, and date of last calibration for all equipment used

References, Standards, and Codes
Specifications in this document are not meant to supersede state law or industry standards. Bidders shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the *Customer-Owned Outside Plant Design Manual* (CO-OSP)

produced by BICSI, the *Telecommunications Distribution Methods Manual* (TDMM) also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

It is required that the Bidder be thoroughly familiar with the content and intent of these references, standards, and codes and that the Bidder be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of the Applicant.

Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

Standard/Reference	Name/Description
BICSI CO-OSP	BICSI Customer-Owned Outside Plant Design Manual
BICSI TDMM	BICSI Telecommunications Distribution Methods Manual
BICSI TCIM	BICSI Telecommunications Cabling Installation Manual
	Customer-Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA – 568	Commercial Building Telecommunications Cabling Standard
TIA/EIA – 569	Commercial Building Standard for Telecommunication Pathways and Spaces
TIA/EIA – 606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIA/EIA – 607	Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA - 455	Fiber Optic Test Standards
TIA/EIA - 526	Optical Fiber Systems Test Procedures
IEEE 802.3 (series)	Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard
NEC	National Electric Code, NFPA
NESC	National Electrical Safety Code, IEEE
OSHA Codes	Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.

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

Company Name _____

Address _____

_____

_____

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

of _____ the _____ day of _____,20_____.
(Company Name)

_____
Notary Public

[seal of notary] My commission expires: _____

BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY

6. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

1.	_____	**Cover Sheet**	*Page 1*
2.	_____	**Conflict of Interest**	*Page 2*
3.	_____	**Exceptions** *(if applicable)*	*Page 14, Section 8*
3.	_____	**RFP Response**	*Page 15*
4.	_____	**Bid Form**	*Pages 18 - 29*
5.	_____	**Kentucky Resident Bidder *(if applicable)***	*Page 35*
6.	_____	**Proof of Required Insurance**	*(See page 3 for requirements)*
7.	_____	**Manufacturer's Specifications*** **If "or equivalent" equipment is proposed*	