OLD KENTUCKY HOME
DOORWAY

City of Bardstown

J. RICHARD HEATON, MAYOR
220 N. 5TH ST.
BARDSTOWN, KENTUCKY 40004
TEL. NO. 877/348-5947
FAX NO. 502/348-2433

ART TREASURES IN
ST. JOSEPH CATHEDRAL

December 13, 2018

Nelson County Board of Education
Technology Department
288 Wildcat Lane
Bardstown KY 40004

RE: Fiber Gigabit Network Services

Dear Board:

The City of Bardstown proposes to continue "Fiber Gigabit Network Services" as currently configured, with pricing at $5,820 per month for 11 sites, this being the total monthly recurring cost at $529.09 per-site for 60 months. The Board can choose to transition to support a 10G network in the future during the term of the agreement by upgrading their equipment without incurring any additional cost from the City of Bardstown.

There would be no other costs to the Board.

If, during the term of the agreement, the Board decides to upgrade its equipment to accommodate WDM (allowing for a single fiber per site), the City of Bardstown could reduce the monthly recurring cost to $290.45 per-site, or $3,195.00 overall.

Further, if a dedicated point to point (PTP) solution for the five (5) sites currently multiplexed is required, the recurring cost would be $788.00 per multiplexed site. The recurring charge of the remaining six (6) sites, currently not multiplexed, would remain $529.09 per-site.

The City is glad to be in a position to continue to offer this service to the Nelson County School Board and anticipates a long term relationship with the Board in this endeavor.

Sincerely,

J. Richard Heaton,
Mayor

Approved by OMB
OMB Control No. 3060 - 0856

FCC Form 473

Do not write in this space.

Approval by OMB
OMB Control No. 3060 – 0856
Estimated time per response: 1.0 hours

Please read instructions before completing.

Universal Service for Schools and Libraries
Service Provider Annual Certification Form

(To be completed by Service Provider)

Block 1: Service Provider Information

1. Service Provider Name
CITY OF BARDSTOWN

2. Service Provider Identification Number (SPIN)	**3. Funding Year:**
143032344	July 1, 2018 through June 30, 2019

4. Contact Name
NAHOM AYELE

5. Complete Mailing Address of Contact Person
Street Address, P.O. Box or Route Number
220 NORTH FIFTH STREET

BARDSTOWN	KY 40004
City	State Zip Code

6. Telephone Number with Area Code	**7. Fax Number with Area Code**
502-348-5947	502-348-2433

8. Email Address
LGREEN@BARDSTOWNCABLE.NET

Block 2: Certification

I declare under penalty of perjury that the foregoing is true and correct: I am authorized to submit this Service Provider Annual Certification Form on behalf of the above-named Service Provider, which has been assigned the above-referenced Service Provider Identification Number, and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this Form has been examined and reviewed and is true, accurate and complete. I acknowledge that any false statement on this Form or on the Service Provider Invoice Form (FCC Form 474) can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. § 502, 503 (b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and that any such false statement could subject this Service Provider to liability under the False Claims Act.

9. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider contain requests for universal service support for services which have been billed to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities, as deemed eligible for universal service support by the fund administrator.

10. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider are based on bills or invoices issued by the Service Provider to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities as deemed eligible for universal service support by the fund administrator, and exclude any charges previously invoiced to the fund administrator for which the fund administrator has not yet issued a reimbursement decision.

11. I certify that the bills or invoices issued by this Service Provider to the Billed Entity are for equipment and services eligible for universal service support by the Administrator, and exclude any charges previously invoiced to the Administrator by the Service Provider.

12. I certify that any requests for reimbursement that are sought under a Service Provider Invoice Form (FCC Form 474) for discounts for products or services that contain both eligible and ineligible components are properly allocated as required by the Commission's rules at 47 C.F.R. § 54.504(e).

Service Provider Name CITY OF BARDSTOWN
SPIN 143032344
Contact Name NAHOM AYELE
Contact Telephone Number 502-348-5947

Block 2: Certification (Continued)

14. I certify that this Service Provider makes available to customers, upon their request, separate prices for distinct services to assist Billed Entity Applicants in identifying the portions of their bills that represent the costs of services provided to eligible entities for eligible purposes.

15. I certify that no non-discount portion of the costs for eligible services will be waived, paid, or promised to be paid by this Service Provider. I acknowledge that the provision by any service provider of a supported service, or of free services or products unrelated to the supported service or product constitutes a rebate of the non-discount portion of the supported services as stated in 47 C.F.R. § 54.523.

16. I certify that no kickbacks, as defined in 41 U.S.C. § 8701, were paid by this Service Provider to anyone in connection with the schools and libraries universal support program.

17. I certify that this Service Provider is in compliance with the Commission's rule and orders regarding gifts and this Service Provider has not directly or indirectly offered or provided any gifts, gratuities, favors, entertainment, loans, or any other thing of value to any eligible schools, libraries, or consortium that includes eligible schools or libraries, except as permitted by the Commission's rule at 47 C.F.R. § 54.503(d).

18. I certify that if the fund administrator, as necessary, requests additional supporting information, this Service Provider will make all documents requested available to the Fund Administrator as required by 47 C.F.R. § 54.516(b). I certify that this Service Provider will retain for at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification), after the latter of the last day of the applicable funding year or the service delivery deadline for the funding requests, (1) any and all records that I rely upon to complete this form and each Service Provider Invoice Form (FCC Form 474) that is submitted by this Service Provider during the present funding year, (2) any and all records issued by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472), and (3) all documents necessary to demonstrate compliance with the statutory or regulatory requirements for the schools and libraries universal service support program as required by 47 C.F.R. § 54.516(a)(2) I acknowledge that this Service Provider may be audited pursuant to 47 C.F.R. § 54.516(c), and that the Service Provider must provide such records as required by 47 C.F.R. § 54.516(b)

19. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.

20. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program will not be knowingly disclosed by this Service Provider, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law.

21. I certify that no attempt will be made by this Service Provider to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

22. I certify that this Service Provider is not suspended or debarred from participating in Federal programs.

23. I certify that, in addition to the foregoing, this Service Provider is in compliance with the rules and orders governing the schools and libraries universal service support program, and acknowledges that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

24. Signature of authorized person | **25. Date**

27. Title or position of authorized person
Systems Engineer

28. Address of authorized person
220 North 5th St, Bardstown KY 40004

29. Telephone number of authorized person
502-348-5947 ext. 2289

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0856), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember – You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0856.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

Service Level Agreement
Dedicated Access Service

Network Owner shall provide Customer with Service Credit if Network Owner fails to meet its stated Network Availability Guarantee, Latency Guarantee as defined in this Service Level Agreement ("SLA"). This SLA is part of Network Owner's commitment to Customer to stand behind its internal processes, network, and quality of service.

Section 1: Definitions

"Average Monthly Recurring Charges" shall mean the average of the MRC for Network Services charged by Network Owner, for the three (3) months (or such shorter period during which Customer has been receiving Network Service) immediately preceding the month in which the Network Service Unavailability occurs.

"Customer" means "Nelson County School Board".

"The City Network" shall mean the necessary equipment and facilities required under this agreement to provide Network Services. The City Network does not include Customer Premises Equipment, or other City Network equipment not owned or controlled by the City.

"Network Services Unavailability" shall mean a failure of the City Network resulting in Network Services not being delivered to the Customer Premises demarcations point. Network Services Unavailability shall not include failure as a result of Network Owner planned maintenance, other planned outages, problems with Customer's applications, Customer Premises Equipment or facilities, acts or omissions of Customer, any use or user of the Network Services, or Force Majeure.

"Force Majeure" shall mean Circumstances beyond Network Owner's control, including, but not limited to, delays or failures to perform resulting from: acts of God; natural disaster; weather; flood; fires; earthquakes; epidemics; fiber cuts; power outages; acts or omissions of other carriers; acts of war or civil disturbance; terrorism; governmental regulation or other action or inaction; failure of granting authority[ies] to issue permits; construction [not controlled by the City]; strikes; supplier delays; work stoppages or other job actions; any unauthorized access to or destruction or modification of the City Network, in whole or in part; any failure of heating, air conditioning, or power supply; or act or failure to act of Customer or any third party using the City Network, shall not constitute a default under this Agreement. This Section shall not excuse the non-performing Party from its obligations to protect the other Party's Confidential Information. Should any Force Majeure event delay the performance by a Party for forty five (45) days or more, the other Party may terminate this Agreement or the affected Service upon written notice to the delayed party. Customer shall not be liable for payment for Services not rendered due to a Force Majeure Event.

"Service Credit" shall mean:

One (1)-day Service Credit: one-thirtieth (1/30) of Customer's Average Monthly Recurring Charges.

One (1)-week Service Credit: seven-thirtieths (7/30) of Customer's Average Monthly Recurring Charges.

One (1)-month Service Credit: thirty-thirtieths (30/30) of Customer's Average Monthly Recurring Charges.

Service credits shall not be available for any failure to comply with this SLA that are attributable to Customer's or its agent's actions or non-actions, including without limitation, Customer or its agents tampering with the City Network.

Section 2: Network Availability Guarantee

Network Owner guarantees ninety-nine and ninety-five hundredths (99.95%) City Network uptime ("Network Availability Guarantee"). Any Customer who experiences Network Services Unavailability in excess of twenty-four (24) consecutive hours during a calendar month may receive Service Credit as follows:

Network Services Unavailability of greater than twenty-four (24) consecutive hours, but less than thirty-six (36) consecutive hours, in a calendar month: equals a one (1)-day Service Credit.

Network Services Unavailability of greater than thirty-six (36) consecutive hours, but less than forty-eight (48) consecutive hours, in a calendar month: equals a one (1)-week Service Credit.

Network Services Unavailability of greater than forty-eight (48) consecutive hours, in a calendar month: equals a one (1)-month Service Credit.

This Service Credit applies only to the MRC applied to the Customer Premises site or location directly experiencing connectivity issues. Loss of Network Service at one Customer Premises location does not constitute a Service Credit for all Customer Premises locations even though they may all be billed under a single billing address.

Unless Customer has already been notified of Network Services Unavailability by Network Owner, Customer shall notify Network Owner of such Network Services Unavailability as soon as said Network Services Unavailability becomes known to Customer during the periods of such Network Services Unavailability. The period for measuring Network Services Unavailability will begin on the earlier of the time at which Customer notifies Network Owner of such Network Services Unavailability or the time at which Network Owner independently discovers such Network Services Unavailability.

See Section 5 hereof for the Service Credit process.

Section 3: Latency Guarantee

Network Owner guarantees an average monthly transmission rate of <10 milliseconds or less on the City Network ("Latency Guarantee"). Network Owner measures City Network latency as the average round trip transmission on the City Network, at approximately ten (10) minute intervals and calculates the average at the end of each calendar month. Network Owner's calculations will be dispositive for purposes of this Agreement. If Customer experiences average latency in excess of 10 milliseconds as so calculated for any calendar month, then the Customer may receive Service Credit as follows:

Average City Network latency in excess of 10 milliseconds for any calendar month: equals a one (1)-week Service Credit.

Average City Network latency in excess of 10 milliseconds in each of two (2) consecutive calendar months: equals a one (1)-month Service Credit.

Unless Customer has already been notified of a problem with latency by Network Owner, Customer shall notify Network Owner of such problem with said latency as soon as said problem with said latency becomes known to Customer during the periods of such latency problems. The period for measuring latency problems will begin on the earlier of the time at which Customer notifies Network Owner of such latency problem or the time at which Network Owner independently discovers such latency problem.

See Section 5 hereof for the Service Credit process.

Section 4: Routine Maintenance Windows

Routine City Network maintenance is performed during Network Owner's standard maintenance windows. Maintenance windows are currently Monday through Friday 12 am - 6 am local time (subject to change). If routine maintenance is necessary during these specified times, Customer will be notified via email with a "Planned Maintenance Notification." This notification will inform Customer of the scheduled time, estimated duration, and reason for the City Network maintenance. The specified window is six (6) hours in length, but may vary in accordance with the maintenance to be performed.

Network Owner shall notify Customer of any planned maintenance no less than ten (10) business days prior to the scheduled maintenance.

Section 5: Service Credit Process

To initiate a claim for Service Credit with respect to the Network Services Unavailability or Latency Guarantee, Customer shall submit to Network Owner, in writing, a request for Service Credit within sixty (60) days after the end of the month during which the Network Services Unavailability occurred. Network Owner shall acknowledge receipt of all Service Credit requests via email within twenty-four (24) business hours after such receipt and shall review all requests within ten (10) business days after such receipt. Customer shall be notified via email upon resolution of the request.

Section 6: Service Credit

Network Owner shall issue a Service Credit to Customer's account upon approval of a Service Credit Request. An eligible Service Credit shall appear on the invoice issued in the month following the month in which the Service Credit Request was approved. The Service Credits referenced in this SLA shall be the Customer's sole and exclusive remedy for Network Owner's failure to provide the Network Services as described herein.

The Service Credit provided for in this SLA assumes compliance by Customer with the terms and conditions of its Network Services Contract with Network Owner, and the failure of Customer to comply therewith will suspend this SLA until Customer is back in compliance. Furthermore, Network Owner shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Customer's use of bandwidth in excess of the amount specified in Customer's Network Services Contract with Network Owner or causes beyond Network Owner's reasonable control, including without limitation, events of Force Majeure.

Section 7: Policy Change

Any changes to this SLA policy will require an Amendment to the Network Services Contract signed by both parties.

Agreement # _____

MEMORANDUM OF AGREEMENT

This agreement, entered into by and between the City of Bardstown and the Nelson County School District on this ____day of _____, 2019 shall be binding on the two parties for an initial period of 60 months, and may be renewed and/or modified thereafter by mutual consent.

The City of Bardstown shall Continue to make operational a "Fiber Gigabit Network Services" system, in complete compliance with the Nelson County Board of Education's Request for Proposals and Addendum thereto, and the City of Bardstown's Response to the said RFP, as amended by the City's Dec 18, 2018 letter offering, all attached hereto and incorporated into this agreement; and

The City of Bardstown shall operate the said managed gigabit fiber optic network for the duration of this agreement, in complete compliance with the above referenced Request for Proposals and Addendum thereto.

The Nelson County School District shall pay for the said system and services, the current per-site rate of $529.09 times 11 sites, or $5,820 per month: and

If, during the term of the agreement, the Board decides to upgrade its equipment to accommodate 10G, the current per-site rate will remain the same.

The City will bill on the first of each month and the District shall pay by the 15th of each month.

This Agreement is entered into this the _____day of _____, 2019 by:

For the Nelson County School District

_____
Wes Bradley, Superintendent

For the City of Bardstown

_____
J. Richard Heaton, Mayor