



# WANRack<sup>TM</sup>



November 27, 2024

**Powell County School District**

470#: 2500003840

# WANRack™

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## INTRODUCTORY LETTER

Powell County School District  
Attn: Ashley Randall  
770 W College Ave  
Stanton, KY 40380

Dear Ashley,

WANRack, LLC ("WANRack") is pleased to submit a comprehensive proposal for the Powell County School District's (the "District") wide area network (WAN) project, 470 #250003840. WANRack's fiber solution provides a simplified, scalable and secure private fiber network dedicated to the District.

In this proposal, WANRack has provided a bid for leased lit fiber, featuring two separate pricing options for the requested 5-year term with voluntary renewals. The first option utilizes E-Rate Special Construction funding, allowing the District to apply its E-Rate discount toward a portion of the upfront Special Construction costs, resulting in a reduced monthly recurring cost. If the District prefers to avoid upfront expenses, we offer an alternative pricing option, bundling installation, maintenance, equipment, and operation into a single fixed monthly cost.

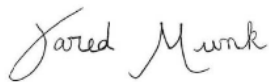
The network design outlined in this proposal uses a fully underground hub and spoke topology to deliver exceptional resilience. WANRack plans to build 10.88 miles of newly constructed fiber, creating a private network exclusively for the District's use.

WANRack is the premier private fiber WAN provider in the K-12 education space with extensive experience constructing E-Rate compliant Category One private fiber WANs. WANRack's team has built both leased lit and dark fiber solutions for school districts in 23 states. WANRack's team of E-Rate experts assists our district customers with funding applications and PIA reviews. Our networks are in full compliance with E-Rate Category One funding requirements.

The proposed solution will position the District with virtually an unlimited supply of bandwidth for the foreseeable future. WANRack's network will be the last one the District ever needs, period. We look forward to the opportunity to make an oral presentation detailing the many benefits and options.

WANRack guarantees the best comparative cost of any other solution. Please contact us if you would like further clarification or discussion. No other solution provides the best total cost of ownership (TCO) as effectively as a WANRack solution.

Best Regards,



Jared Munk  
Business Development Representative  
jared.munk@wanrack.com  
913.963.8447  
wanrack.com

## EXECUTIVE SUMMARY

**WANRack's goal is to build the last Wide Area Network (WAN) a school district will need. WANRack's turnkey fiber networks are:**

- **Safe, Secure & Reliable:** A WANRack private fiber network is 100% dedicated to the District. It carries only YOUR data for YOUR applications. With no other customers on the network, it is both more secure and more reliable than traditional carriers.
- **Offer Unlimited Bandwidth at a Fixed Cost:** As your bandwidth needs increase, so will the speed of your WAN. No matter if you have a leased lit solution or dark fiber, all WANRack networks offer UNLIMITED BANDWIDTH for the same cost. Increasing your leased lit bandwidth is a simple phone call to our Customer Support Center and within 72 hours, your speed requirements will be fulfilled.
- **Provide the Sum of the Parts:** Fiber would be dedicated through a 100% symmetrical connection from each edge site directly to the District's hub site. If the networking equipment owned by the District with 5 edge sites at 10 Gb for each link, WANRack's network would support 50 Gb back to the Hub. WANRack's network is never oversubscribed. \*Speeds are dependent on the technical capabilities of the school district network equipment.
- **Supported by E-Rate Specialists:** As E-Rate experts, we will work with the District through all aspects of the E-Rate process. From Special Construction funding to PIA review to invoice billing (SPI or BEAR), WANRack can meet your needs.
- **Constructed by Outside Plant Experts:** WANRack's team has built over 1000 route miles of fiber across 23 different states. We have connected over 700 schools since the company was founded in 2013. From small hub & spoke builds to large, multi-hub ring topologies, WANRack offers districts exactly the design they are looking for.
- **Delivered with a Seamless Transition:** Your private fiber network is constructed in the background while the District remains under contract with your current provider. Once completed, WANRack makes the transition from the current WAN provider to the new private fiber network in minutes.
- **Furnished with Spare Fibers:** Extra unlit fibers for future expansion, testing, or data segregation are delivered to every site.

## COMPANY PROFILE

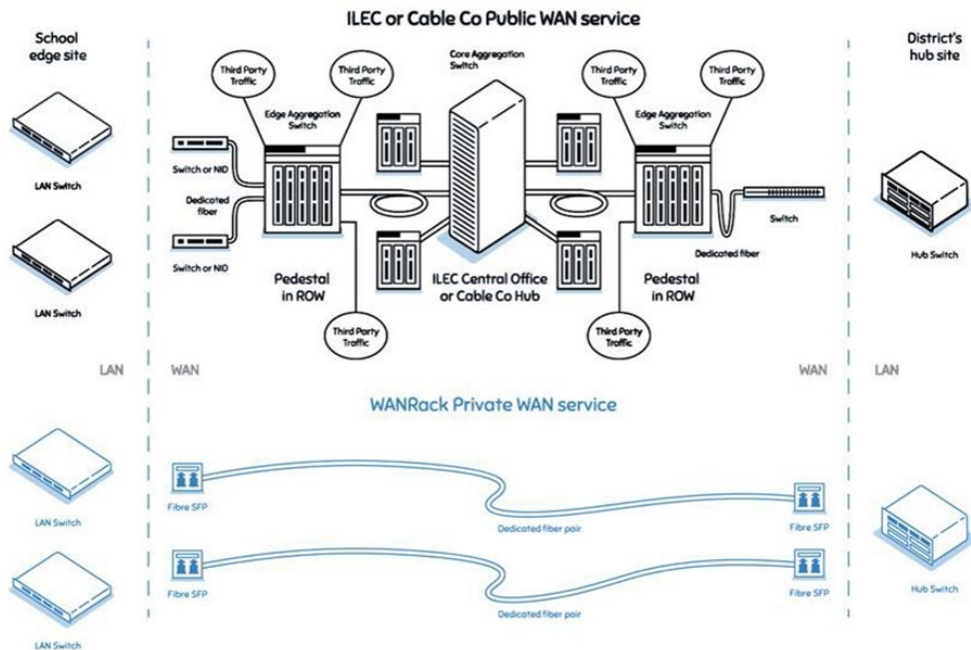
WANRack provides high-bandwidth, fiber-based communications networks and related services to customers throughout the continental United States. Headquartered in the Kansas City metropolitan area, with satellite offices across the country; the company provides superiorly designed fiber networks, which eliminate countless points of failure found in traditional legacy networks.

WANRack's team has been engineering, constructing, and maintaining fiber networks across the nation since 2013. Our executive management team has extensive experience in the telecommunications industry with a history of successful completion of large and complex fiber-optic construction projects for school districts, counties, municipalities, wireless carriers, and private enterprises. WANRack is a certified E-Rate service provider (SPIN # 143037316) and holds a CLEC in every state in which we currently operate.

WANRack is privately held and backed by CBRE Caledon Capital Management Inc., a leading infrastructure and private equity solutions provider. Their dedicated team of 52 professionals represents \$8.5 billion on behalf of institutional investors globally. CBRE Caledon is a separate business unit within CBRE's independently operated investment management subsidiary, CBRE Global Investors. For more information about CBRE Caledon, please visit [www.cbrecaledon.com](http://www.cbrecaledon.com).

## WANRACK VS COMPETITORS

The following diagram demonstrates the simplicity of WANRack's solution with minimal points of failure when compared to an ILEC or cable company network.



## BENEFITS OF A WANRACK WAN

WANRack's network goes above and beyond what your district will receive with an oversubscribed public network.

CAPABILITY	WANRack	COMPETITORS
<b>Sum of capacity at edge sites = capacity at hub</b> - If 10 Gb is delivered to 15 edge sites, then 150 Gb will be delivered to the Hub	✓	✗
<b>Unlimited bandwidth at a fixed cost</b> - Cost predictability	✓	✗
<b>Dedicated bandwidth with no oversubscription</b>	✓	✗
<b>Upgrade circuits without involving provider</b> - Easily swap SFPs at no charge within 72 hours	✓	✗
<b>Simple to troubleshoot with minimal points of failure</b> - No MPLS	✓	✗
<b>Customer has control of the network</b> - Reconfigure on the fly	✓	✗

# SPECIAL CONSTRUCTION EXPLAINED

## BACKGROUND

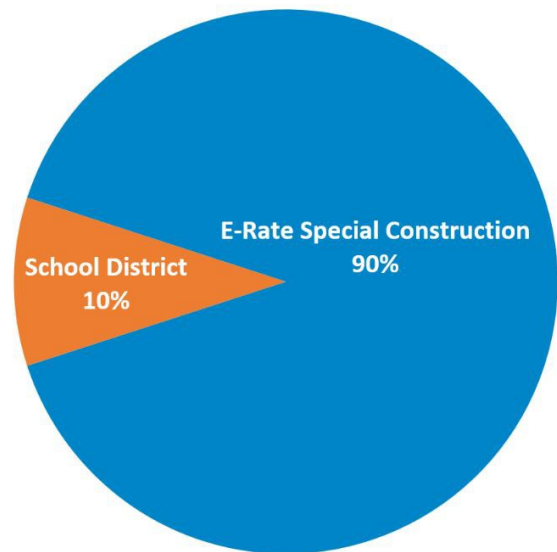
In 2016, USAC introduced E-Rate Special Construction, which allows school districts to utilize their Category 1 Discount towards the construction of new fiber infrastructure. USAC introduced this program because they understood school districts' increased bandwidth requirements were driving up the costs exponentially.

## USAC DEFINITION & DETAILS

- For the purposes of the E-Rate program, special construction charges are the upfront, non-recurring costs of deploying new or upgraded network facilities to E-Rate entities.
- If an applicant is considering seeking support for special construction charges, the applicant may request that bidders allow for the non-discount share of these charges to be paid in installments up to four years from the first day of the relevant funding year.

## SPECIAL CONSTRUCTION IN PRACTICE

This benefit of Special Construction would allow Powell County School District to build a brand new, unlimited bandwidth, private fiber network and receive 90% of the costs paid for upfront by E-Rate. The District is responsible for the remaining 10%.



## WANRACK FIXED PRICING

WANRack utilizes Special Construction to offer the school district unlimited bandwidth at a fixed rate. There will be NO increase in the monthly fee for increased bandwidth. The District can upgrade any or all sites at any time during the selected contract term.

# LEASED LIT FIBER PRICING

## SPECIAL CONSTRUCTION PRICING

Under this pricing model, the District can separate the Special Construction costs to build the network out from the monthly maintenance of the network. This drives the monthly recurring costs down significantly now and into the future. E-Rate allows the applicant to pay their non-discounted share of the Special Construction in installments up to four years. WANRack allows this as well and we are happy to discuss the options and the terms prior to the award of the contract

WANRack™		Leased Lit Fiber		1-100+ Gbps
Special Construction		Pre E-Rate Cost	E-Rate Discount	Post E-Rate Cost
		100%	90%	10%
		\$1,872,462	\$1,685,216	\$187,246
Monthly Recurring Cost (MRC)		Pre E-Rate MRC	E-Rate Discount	Post E-Rate MRC
Option A	5-Year	\$3,550	\$3,195	\$355

*This estimate is based on Fully Underground Hub and Spoke design shown in map.*

## SPECIAL CONSTRUCTION PRICING

- The Special Construction cost to build this network is \$1,872,462. After E-Rate pays for 90% of this cost, it leaves the District with \$187,246 out of pocket.
- If awarded, WANRack can work with the District to find the best way to pay this 10%. The District simply has to pay this in 4 years. It could be 48 equal monthly payments, 4 equal annual payments, or even a lump sum at the very end of the 4 years.

## MONTHLY RECURRING COST (MRC)

- 5-Year Term** - The District would be responsible for their portion of the Upfront Special Construction cost + \$355 MRC for all sites. WANRack is offering District 3 5-year voluntary renewals at the same price.

## 20-YEAR TOTAL COST OF OWNERSHIP (TCO)

- If the District exercises all 3 5-year voluntary renewals, the District is looking at paying a total cost of \$187,246 + \$355(240) = \$272,446 after 20 years.

## LEASED LIT FIBER PRICING

### ALL MRC PRICING OPTION

If the District would prefer to avoid the upfront payment, WANRack also offers an all-inclusive payment option which covers the installation, maintenance, equipment and operation in one fixed monthly recurring cost

WANRack™		Leased Lit Fiber	1-100 Gbps
Monthly Recurring Cost		Pre E-Rate MRC	Post E-Rate MRC
Option B	5-Year	\$27,540	\$2,754

*This estimate is based on Fully Underground Hub and Spoke design shown in map.*

### MONTHLY RECURRING COST (MRC) PRICING

- **5-Year Term** - The District portion of MRC is \$2,754 MRC for all sites. WANRack is offering District 3 5-year voluntary renewals at the same price.

### 20-YEAR TOTAL COST OF OWNERSHIP (TCO)

- If the District exercises all 3 5-year voluntary renewals, the District is looking at paying a total cost of  $\$2,754(240) = \$660,960$  after 20 years.



# SCOPE OF WORK

## ELECTRONICS

### LEASED LIT SERVICE

- WANRack will provide a lit leased service, which includes all optical interfaces and fiber optic jumpers needed to match the selected bandwidth for each site based upon the District's equipment or planned equipment.
- WANRack will supply spare optical interfaces and jumpers for emergency replacements should a failure occur.
- WANRack will provide upgraded optical interfaces and spares upon request after confirming compatibility with the District's equipment. This can occur at any time during the term of the contract. Bandwidth increases are not restrictive and are provided at no additional costs during the contract. Contractual terms do not change based on a requested bandwidth upgrade.
- The WAN network provided by WANRack is capable of UNLIMITED speeds. *\* Speeds are dependent on the technical capabilities of the school district networking equipment.*
- For monitoring, the district has the option to have WANRack place SNMP traps at no additional charge upon request. An SNMP trap is a message that's sent from a network device to an SNMP management system without being solicited by the system. The trap is triggered when a specific event or condition occurs on the device, such as a link going down, an authentication or a power failure.

## PROJECT BUILD PLAN

WANRack has proposed a turnkey private fiber network. Our team oversees all aspects of the project build. The following is an overview of each phase of the construction process and the projected timeline for completion based on our historical data.

1. Route Design: This part of the process involves driving the actual routes and confirming the best layout for the proposed topology. It generally takes 2-3 weeks, dependent on the project size.
2. Permitting: Once a final route is planned, our permitting team works with each entity to procure agreements and all permits. These include, but are not limited to, utility pole agreements, franchise agreements, railroad crossing permits, city/county/state permit agreements, etc. These processes vary greatly in time, taking 15 - 180 days to acquire and are dependent on local rules. If there are any areas of the design that might become a delay due to permitting issues, WANRack may select to redesign if feasible.
3. Material: With a final design in place, WANRack will order all materials. This typically takes 3-4 weeks.
4. Outside Plant Construction: With material now in hand, aerial and underground construction commences where permits have been attained. This work might be performed concurrently or independently, dependent on the complexity of the project and the site conditions. Once the network infrastructure has been completed, the fiber would be installed, spliced, and tested.

5. Cutover and Acceptance Testing: During cutover and acceptance testing, the new service from WANRack will never impact your existing service. You have two options for cutting service over to WANRack:
  1. Dual Service with hot cut: the District keeps its current service active while WANRack's new service is built and tested. Once accepted, all locations switch to the new service at one time.
  2. Dual Service with soft cuts: as each site is built out by WANRack, the old service is cut off. This requires a 'meet me' point where both service providers can exchange data in order for the new and old networks to communicate until all sites are completely migrated.
6. Network Operation Center: Once the network is live, WANRack has a dedicated team 24/7 that handles all aspects of monitoring, locating and maintaining the integrity of the network.
7. Maintenance: Any scheduled maintenance of the network will be completed at the District's convenience.

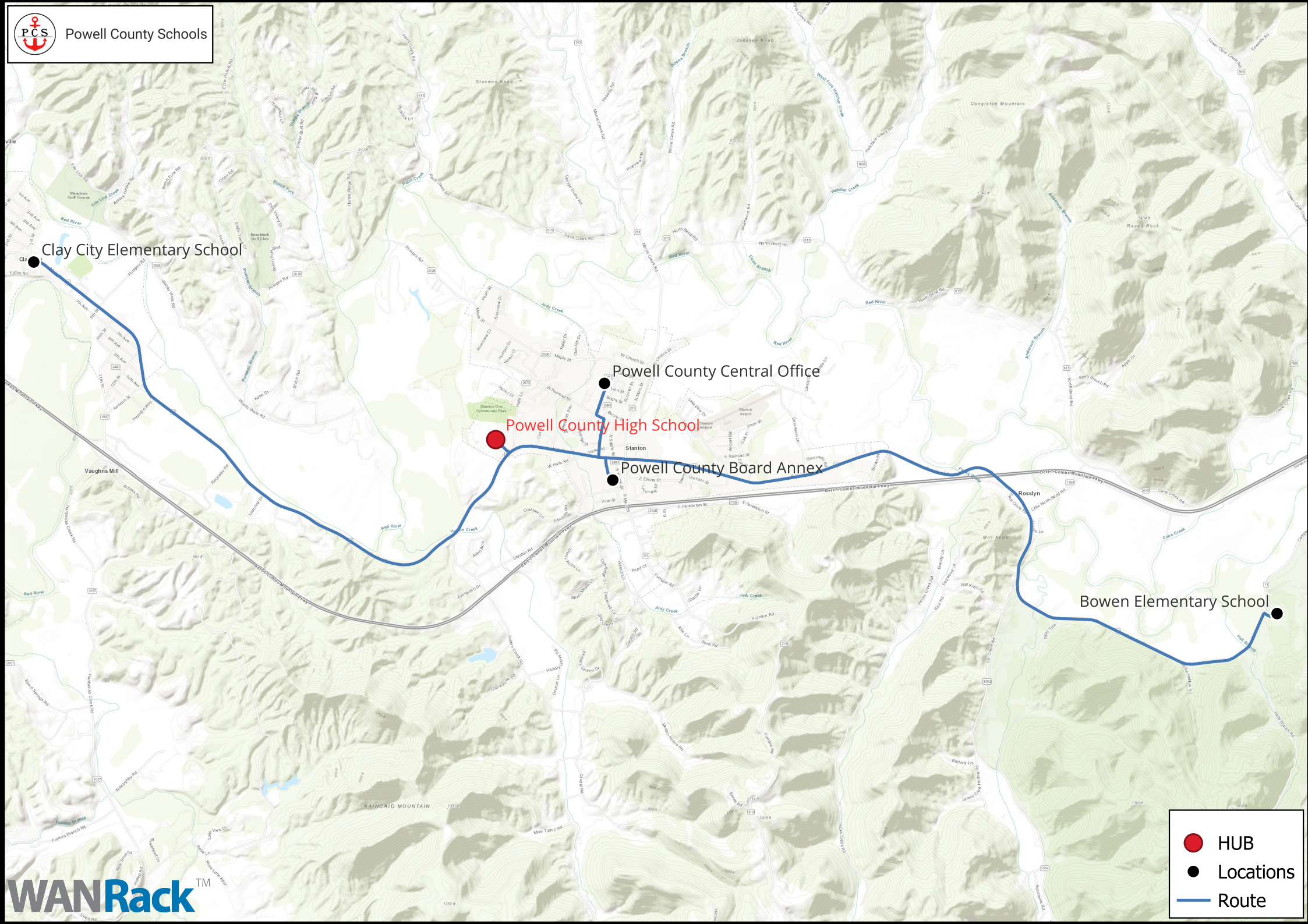
## **COMPLIANCE**

All construction work will be completed in strict accordance with federal, state, local, and other applicable rules and laws as related to safety and environmental issues. The completed network will comply with the current requirements of all governing entities (NEC, FCC, and other national, state, and local codes).

## **MATERIAL**

WANRack only utilizes premium, carrier-grade fiber optic cable and OSP/ISP materials from top-tier manufacturers. All cut sheets are available upon request of the District. The warranty for any material supplied by WANRack will last throughout the life of the contract.





Clay City Elementary School

Powell County Central Office

Powell County High School

Powell County Board Annex

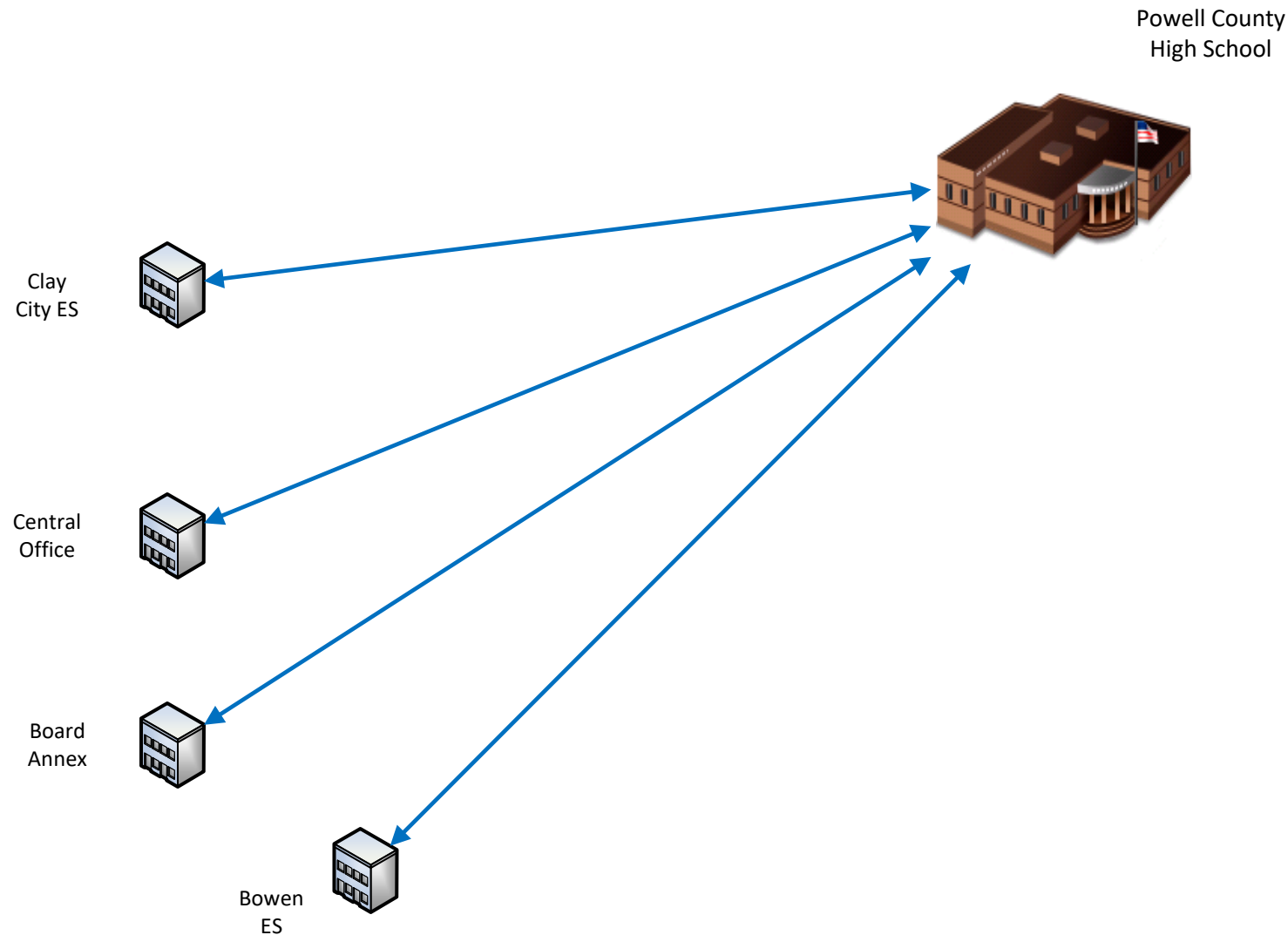
Bowen Elementary School

HUB

Locations

Route






WANRack will provide a total of (48) fibers for the District (4 sites x 12). From the hub to each edge location, we will dedicate 12 fibers in a HUB AND SPOKE design (see Physical Map for exact routes/laterals). (2) fibers will be dedicated to the WAN.

WANRack will light the fibers at the speed the District chooses.

The other (10) dark fibers can be utilized by the District at their sole discretion throughout the life of the contract (testing, video, rollover maintenance, etc)

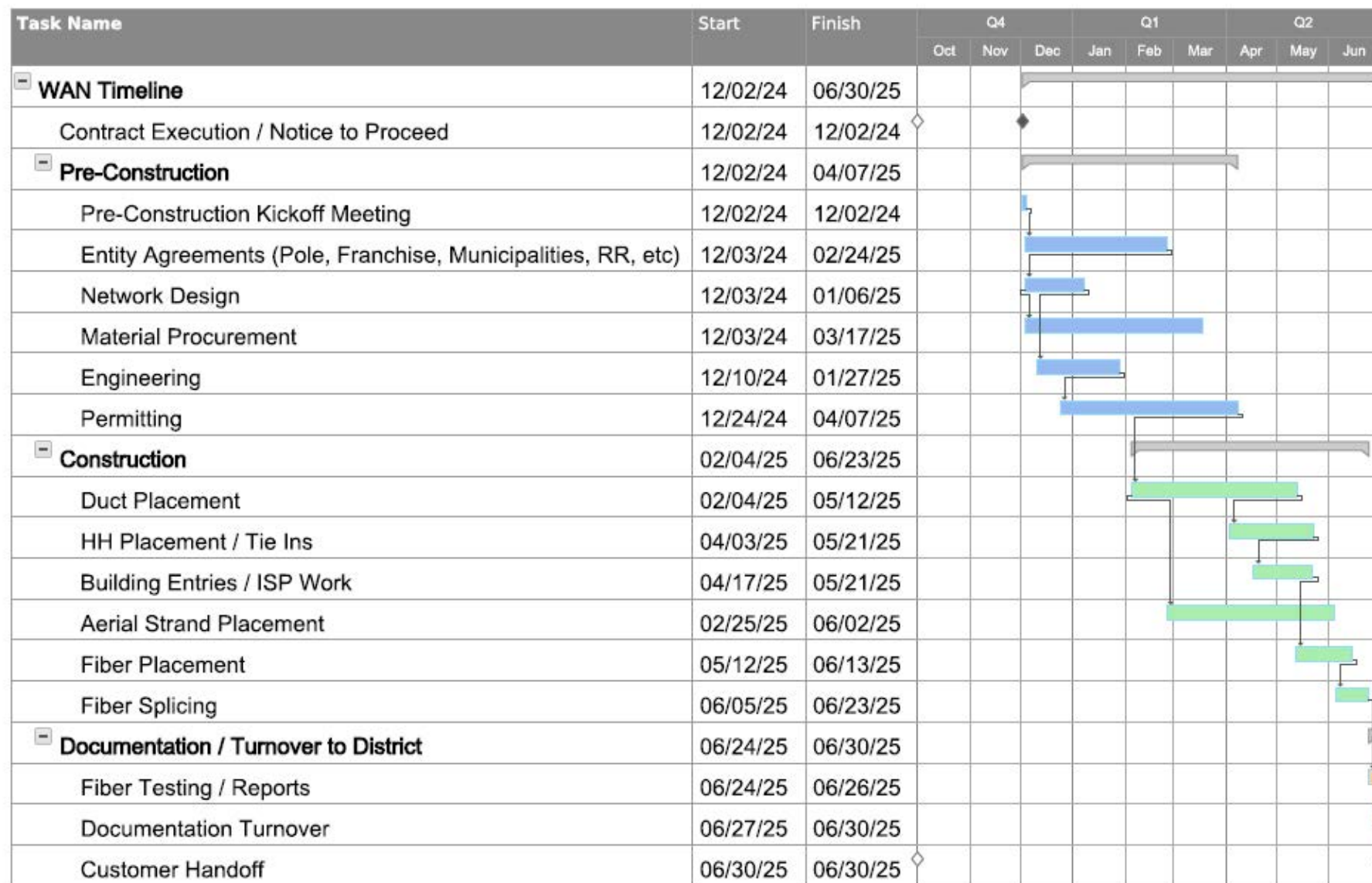
12 Fibers = 

	Sweet Home SD 55, OR			
	Network Diagram – Hub/Spoke			
Drawn By:	SIZE	FSCM NO	DWG NO	REV
Michael Christian	SCALE	1 : 1	10.20.23	SHEET 1 OF 1

# SAMPLE PROJECT TIMELINE



## Powell County Schools, KY - Timeline



## QUALIFICATIONS OF FIRM

WANRack has a proven history of working with school districts across the country, building both small hub & spoke and large, multi-hub networks. We are E-Rate experts and pride ourselves on delivering a top-of-the-line product to our customers both on time and on budget.

Our team manages all aspects of a District's network from RFP responses, contract negotiations, assistance with PIA review questions, construction management and network handoff. Once a network is up and running, WANRack's customer service is just a phone call away. Many of our networks have never experienced an outage, but should your network have a failure, WANRack offers a comprehensive Service Level Agreement (SLA) for all of our customers.



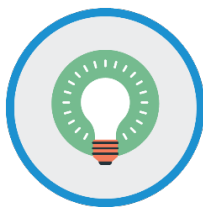
**Our company is financially backed by the second largest infrastructure fund in the world, CBRE Caledon.**



**The WANRack team has built fiber across 23 states.**



**We've been in business for over a decade helping communities and school districts obtain fiber networks.**



**Our company has maintained Green Light Status since we were founded in 2013.**



**We have a proven track record with USAC and have a 100% approval rate on E-Rate 471 applications, all in the first round of PIA reviews.**

## QUALIFICATIONS OF STAFF

### EXECUTIVE TEAM

WANRack's management team has over 200 years of combined experience in the telecommunications industry. As a whole, our executive team has helped hundreds of school districts obtain the benefits of their own private fiber WANs.

### BUSINESS DEVELOPMENT TEAM

WANRack's Directors of Business Development work hand in hand with each customer from network design, contracting, funding and network acceptance.

### OPERATIONS TEAM

Your District will have a designated team assigned throughout the build phase. The District has one point of contact with the project team during the construction of the network.

### ENGINEERING TEAM

WANRack uses only proven and experienced design engineering firms for any network build out.

### CONSTRUCTION TEAM

WANRack seeks quotes for all aerial and underground outside plant construction from both local and national contractors and selects the most qualified provider for your District's network build.

### IN-HOUSE BILLING AND CUSTOMER SERVICE TEAM

We are experts in E-Rate billing and compliance with a team overseen by a Certified Public Accountant. We offer both SPI and BEAR billing options. Statements are delivered electronically. Upon completion of the network, you will be assigned a customer service representative for ongoing support.

## EXECUTIVE MANAGEMENT



DOUG  
DERSTINE  
*CEO*

Doug Derstine joined WANRack in October of 2023 as the Chief Executive Officer. Mr. Derstine is a veteran of the telecommunications industry and brings an extensive background in corporate strategy, M&A; sales, service and operations; Mr. Derstine leads the company as it continues the strategic expansion of its fiber-optic network into the enterprise, consumer, government, and education markets.

Mr. Derstine brings more than 25 years of telecommunications executive management experience; prior to joining WANRack he was COO at FirstLight Fiber, where he was responsible for leading all aspects of Sales, Service, and Network and Construction Operations. Mr. Derstine's experience also includes serving as President of Windstream Communications Market Development and Integrated Solutions Group, and prior to that President of PAETEC's Wholesale Services and Managed Services Group. Prior to that he was the CEO/Founder of AMLL Acquisition Corp. DBA American Long Lines which he sold to PAETEC.

Mr. Derstine has served on several non-profit Boards including, New Jersey Technology Council, Ronald McDonald House of SNJ and the Moravian College Leadership Council.

Mr. Derstine holds a BS from Moravian College in Business Management.



MIKE  
BRIGMAN  
*PRESIDENT & COO*

Mike serves as the President and Chief Operating Officer of WANRack and brings more than 25 years of experience in telecommunications management with deep roots in the fiber, wholesale and wireless sectors.

Prior to joining WANRack, Mike served as President and General Manager of Kansas Fiber Network, a network serving the needs of rural carrier customers. Under Mike's leadership, the struggling company was quickly transformed into a profitable, highly reliable and respected provider. Previously, Mike served as the Senior Director of Territory Sales at Nokia, responsible for all facets of business within a six-state region. Before that, Mike was the Vice President of Business Development and Sales at Fidelity Communications. As a senior executive at Fidelity, Mike established a successful carrier sales channel, led a team of 15 direct sales and support staff, streamlined the sales and back-office processes and was instrumental in developing a new strategic vision that transitioned the company into a nimble, entrepreneurial-focused communications provider. While serving as Vice President of Business Development and Network Planning with Bluebird Network prior to joining Fidelity, Mike built the carrier sales division, envisioned and implemented strategic network expansions and managed carrier relations and member services.

Along with numerous technical certifications, Mike earned a bachelor's degree in Computer Science, with honors, from Rockhurst University, as well as a master's degree in Telecommunications Management and an MBA from Webster University. He is also a veteran of the United States Marine Corps.





NICK  
GENTRY  
CFO

Nick brings over 30 years of financial expertise to WANRack, working with both public and private companies, serving domestic and global markets. Prior to joining WANRack, Nick was the CFO for four different organizations across four different industries over a period of 16 years. These organizations featured ownership with three different private equity funds and four owner/entrepreneurs. Most recently, he was the Chief Financial Officer for Labor Source Holdings, LLC, a nationwide general labor staffing business.

Prior to his role with Labor Source, Nick served as CFO for eSolutions, Inc., a healthcare IT SaaS company, leading to a successful sale of the company to one of the largest private equity firms in the country. He has also served as CFO for myFreightWorld Technologies Inc., an online freight logistics company and WRS Group Ltd, a family-owned diversified manufacturer/distributor. Prior to these CFO roles, Mr. Gentry served as a top financial officer for a leading private global energy trading company, managing banking relationships primarily in Europe, the Middle East and the Pacific Rim.

Prior to these executive positions, Mr. Gentry had eight-year stints with two large, publicly traded companies: Sprint PCS (now T-Mobile) and Unitog Company (now Cintas). Mr. Gentry holds a bachelor's degree in Accounting from the University of Missouri and an MBA from Rockhurst University.



TODD  
BARFIELD  
CLO

Todd brings more than 25 years of experience advising public and privately held companies on transactional and corporate law matters, with nearly two decades of experience in the telecommunications industry. He began his career in private practice working for the law firms of Shook, Hardy & Bacon L.L.P., Dentons and Lathrop & Gage LP. In 2002, he moved in-house with Sprint Corporation where he most recently served as Senior M&A Counsel on some of the most transformative transactions in the wireless industry prior to Sprint's successful sale to T-Mobile US, Inc. in 2020.

Todd earned his Juris doctorate, with the highest honors, from the University of Missouri – Kansas City School of Law where he was Articles Editor of the UMKC Law Review and a bachelor's degree from the University of Missouri - Columbia.

## PROJECT TEAM

TITLE	RESPONSIBILITY
<b>Business Development Representative</b> Jared Munk	Main point of contact for the District.
<b>Director, Project Management</b> Lisa Jameson	Provides strategic direction for projects and oversees the project management team to ensure defined scope and target dates are met.
<b>Project Manager</b> Kyeshia Jackson	Manages the District's project throughout the construction phase, secures all project permits and keeps the projects on time. Your Project Manager will facilitate bi-weekly or weekly meetings which the District can attend to receive status updates throughout the construction phase.
<b>Construction Manager</b> Dan Beyle, Ben D'Angelo, Jon Markarian, Gary Beckford, Paul Beckford, or Ryan Hook	The Construction Manager will work directly with the District to schedule and attend any site walkthroughs as well as walk all routes prior to the project's build phase to ensure the best route is utilized.
<b>Senior Director, Construction Operations</b> Gabriel Schnelle	Oversees construction project from headquarters. Manages construction teams.
<b>Director of Network Planning</b> Brian Turner	Ensures all bids include technical design elements that meet the district's requirements set in RFP. Oversees the implementation of technical requirements during the buildout.
<b>Manager of Network Architecture</b> Chris Ruiz	Ensures all bids include network design elements that meet the district's requirements set in RFP. Oversees the implementation of network requirements during the buildout.
<b>Sales Engineer</b> Michael Christian	Ensures all bids include technical design elements that meet the District's requirements set in RFP. Oversees the implementation of technical requirements during the buildout.

## REFERENCES

### LaRue County School District Hodenville, KY

**Contact:** Freddie Newby, Chief Information Officer  
**Email:** freddie.newby@larue.kyschools.us  
**Phone:** 270-358-2210  
**Complete:** 2018  
**Sites:** 3  
**Miles:** 2.37



### Ashland Independent School District Ashland, KY

**Contact:** Cary Williams, Chief Information Officer  
**Email:** cary.williams@ashland.kyschools.us  
**Phone:** 606-327-2706 x 2737  
**Complete:** Currently building  
**Sites:** 9  
**Miles:** 6.18



### Steubenville City Schools Steubenville, OH

**Contact:** Bryan D'Aurora, Director of Technology  
**Email:** bdaurora@scsohio.org  
**Phone:** 740-283-3767 x5219  
**Complete:** 2018  
**Sites:** 8  
**Miles:** 7.94



### Newark City School District Newark, OH

**Contact:** Amy Norman, IT Director  
**Email:** anorman@newarkschools.us  
**Phone:** 740-670-7070  
**Complete:** 2023  
**Sites:** 14  
**Miles:** 15.14



### Franklin County Community School Corp. Brookville, IN

**Contact:** Toby Witt, Technology Director  
**Email:** tlwitt@fccsc.k12.in.us  
**Phone:** 765-647-4128 x1560  
**Complete:** 2019  
**Sites:** 4  
**Miles:** 25



### Whitley County Consolidated Schools Columbia City, IN

**Contact:** Seth Slater, Assistant Superintendent  
**Email:** slatersa@wccsonline.com  
**Phone:** 260-244-5771  
**Complete:** 2017  
**Sites:** 6  
**Miles:** 14.61



### Alton Community Unit School District Alton, IL

**Contact:** Chris Roberts, Director of Technology  
**Email:** croberts@altonschools.org  
**Phone:** 618-474-2600 x 50620  
**Complete:** 2018  
**Sites:** 15  
**Miles:** 17.22



### Zion School District 6 Zion, IL

**Contact:** Mike Scofield, Director of Technology  
**Email:** mscofield@zion6.org  
**Phone:** 847-872-5455  
**Complete:** 2024  
**Sites:** 8  
**Miles:** 6.5



# SERVICE LEVEL AGREEMENT

## LEASED LIT FIBER SLA

Performance-Availability: 99.99%

Mean Time to Respond: <2 Hours

Mean Time to Repair: < 4 Hours

Latency: <4ms (roundtrip)

Jitter: <2ms

## SERVICE OUTAGE

A "Service Outage" shall mean that a circuit is unavailable during the applicable period due to a complete loss of service.

- A Service Outage shall begin upon the earlier of WANRACK's actual knowledge of the Service Outage or WANRACK's receipt of notice from the District of the Service Outage and shall end upon the restoration of service.
- Notwithstanding the above, a Service Outage shall not be deemed to have occurred and no Service Outage Credits will apply: (i) during periods (A) of less than forty-five (45) minutes, (B) in which WANRACK is not given access to its facilities or equipment that are required to provide the Services or to remedy any Service Outage or, (C) in which planned or scheduled maintenance or repair activities are occurring, (ii) for interruptions that are caused by or due to (A) acts or omissions of Customer, (B) the failure or malfunction of facilities or equipment not owned or operated by WANRACK, including without limitation the failure of the power supply, or (C) a Force Majeure Event

Most problems are resolved within two (2) hours. If the problem is complex or involves additional troubleshooting, the District will be notified and provided an explanation of what action is being taken.

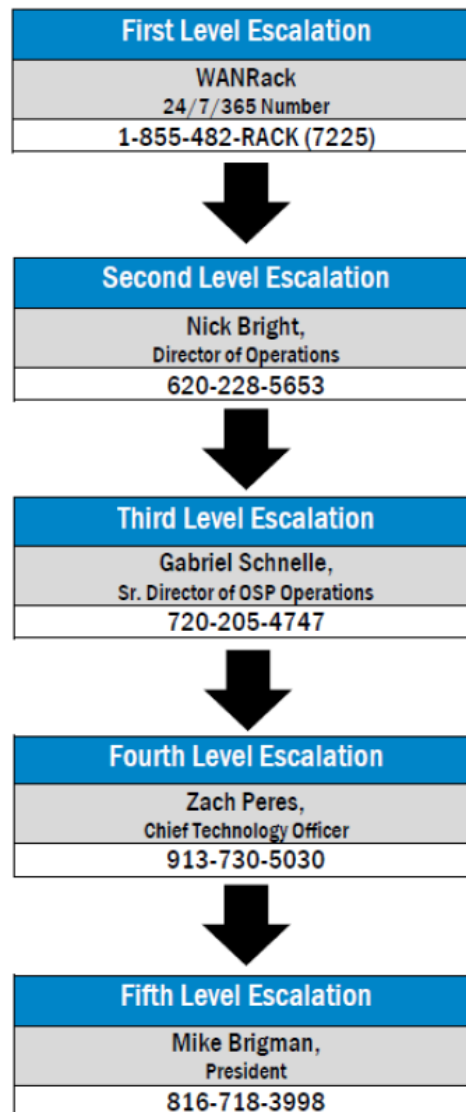
## SLA CREDIT STRUCTURE

If the service fails to meet the standards set forth below, the District shall be due a credit in accordance with the following credit structure. In order to request a credit, the District must have previously opened a service ticket at the time of the Service Outage. The District must notify WANRACK Customer Care of an SLA Credit event in writing, and WANRACK will validate the claim within 10 business days. If WANRACK validates that the service did not meet the performance standards set forth in this agreement, WANRACK will issue the applicable credit on the next invoice. The credit is awarded on a per site basis.

## AVAILABILITY CREDIT STRUCTURE

Cumulative Calendar Service Outage (in hours: minutes: seconds)	Credit Amount
00:00:01-00:45:00	No Credit
00:45:01-04:00:00	5% of MRC
04:00:01-08:00:00	10% of MRC
08:00:01-12:00:00	20% of MRC
12:00:01-16:00:00	50% of MRC
16:00:01-24:00:00	75% of MRC
24:00:01 or greater	100% of MRC

## WANRACK ESCALATION POLICY



# PROOF OF INSURANCE

Page 1 of 2



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
<b>INSURED</b> WANRack, LLC 4550 W 109th Street, Ste. 115 Overland Park, KS 66211	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Carolina Casualty Insurance Company</td> <td>10510</td> </tr> <tr> <td>INSURER D: North American Capacity Insurance Company</td> <td>25038</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Carolina Casualty Insurance Company	10510	INSURER D: North American Capacity Insurance Company	25038	INSURER E:		INSURER F:	
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INSURER D: North American Capacity Insurance Company	25038														
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** W33587616      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			3606-6208	05/01/2024	05/01/2025	EACH OCCURRENCE	\$ 2,000,000		
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 10,000		
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000		
	<input type="checkbox"/>							GENERAL AGGREGATE	\$ 2,000,000		
	<input type="checkbox"/>							PRODUCTS - COM/PO/ AGG	\$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:										
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC					
	OTHER:										
B	AUTOMOBILE LIABILITY				73641787	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$		
	<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$		
	<input type="checkbox"/>								\$		
	<input type="checkbox"/>								\$		
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	56721600	05/01/2024	05/01/2025	EACH OCCURRENCE	\$ 10,000,000		
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 10,000,000		
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$ 0					\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				COWC422601	05/15/2024	05/01/2025	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
D	Cyber Liability / Technology E&O				C-4LR4-161995-CYBER-2024	05/01/2024	05/01/2025	See Below			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

### CERTIFICATE HOLDER

### CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 25896777

BATCH: 3469440

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED WANRack, LLC 4550 W 109th Street, Ste. 115 Overland Park, KS 66211	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cyber Liability / Technology Errors & Omissions Coverage:  
 Network & Information Security Liability:  
 Limit: \$5,000,000  
 Retention: \$25,000  
 Technology Errors & Omissions Liability:  
 Limit: \$5,000,000  
 Retention: \$25,000



# SAMPLE CONTRACT

## WIDE AREA NETWORK LEASING AND SERVICES AGREEMENT

This Wide Area Network Leasing and Services Agreement (this "Agreement") is entered into this day of \_\_\_\_\_, 2024 (the "Effective Date"), between \_\_\_\_\_ (the "District") and WANRack, LLC, a Delaware limited liability company ("WANRack"). The District and WANRack are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, WANRack is a certificated telecommunications provider that, among other things, is engaged in the business of providing and maintaining wide area network ("WAN") connectivity, facilities and services to school districts, enterprise businesses and other multi-location customers; and

WHEREAS, the District has received all approvals required by it to enter into this Agreement, pursuant to which WANRack will provide the WAN Services (defined below) to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **WAN Facilities and Services.** WANRack agrees to lease the WAN Facilities (defined below) and provide the WAN Services to the District, each as more specifically described on Schedule A attached hereto, and the District agrees to pay for such WAN Services, all in accordance with the provisions of this Agreement. The WAN Services include the provision, maintenance and support (collectively, the "WAN Services") of the equipment, fiber optic cable strands and other facilities (collectively, the "WAN Facilities") specifically identified on Schedule A or otherwise provided by WANRack in connection with the WAN Services, which facilities shall at all times remain the property of WANRack. Any changes in the WAN Facilities or the WAN Services, or any additional services to be provided by WANRack to the District, will be set forth in a change order or other document signed by both WANRack and the District. Notwithstanding the foregoing, WANRack will add any new future District sites at the same per site monthly recurring charge listed on Schedule B. Any special construction or other upfront fees for such future sites will be at the same cost per foot as sites in Schedule B. If WANRack cannot connect a new site within the special construction rules under the E-Rate Program (as defined in Section 4.b below) due to distance or otherwise, the District may file a new Form 470 to solicit quotes for those outlying sites.

2. **Commencement Date.** [WANRack will not begin construction of the WAN Facilities until after the District receives its initial Funding Commitment Decision Letter for the project, including special construction charges, from the Universal Service Administrative Company [and any State Matching Award]]. The WAN Services shall commence on the date (the "Commencement Date") that WANRack completes procurement, construction and testing of the WAN Facilities, to be confirmed by a commencement letter provided by WANRack to the District. This letter shall serve as (i) a final confirmation that the WAN Facilities have been installed and are operational, and (ii) notice of commencement of billing of the Monthly Fees.



3. **Term and Termination.**

a. **Term.** The initial term of this Agreement ("Initial Term") will commence on the Effective Date and will continue for a period of [five (5)/ten (10)] years from the Commencement Date, unless earlier terminated in accordance with this Agreement. Following expiration of the Initial Term, the term of this Agreement will automatically be extended for up to [three additional five (5) year periods (each, a "Renewal Term")/one additional ten (10) year period (the "Renewal Term")] unless either Party gives the other Party written notice of its desire to not renew this Agreement at least one hundred twenty (120) days prior to the end of the Initial Term [or the then current Renewal Term]. The Initial Term and [all/the] Renewal Term[s] are sometimes referred to in this Agreement, collectively, as the "Term."

b. **Termination for Cause.** Either Party may terminate this Agreement prior to expiration of the Term only for Cause (as defined below) by giving written notice to the other Party, and this Agreement will be terminated immediately upon delivery of such notice, as follows:

(i) *By WANRack.* As it relates to termination by WANRack, "Cause" means (a) the District's failure or refusal to make any payment due to WANRack under this Agreement within ten (10) days after the District receives written notice from WANRack of such failure or refusal, or (b) the District's continuing failure or refusal to perform any other material obligation under this Agreement within thirty (30) days after the District receives written notice from WANRack of such failure or refusal.

(ii) *By the District.* As applied to a termination notice delivered by the District, "Cause" means WANRack's continuing failure or refusal to perform any material obligation under this Agreement within thirty (30) days after WANRack receives written notice from the District of such failure or refusal.

c. **Effect of Termination.** Upon any termination or expiration of this Agreement, WANRack will cease providing the WAN Services and will have the right, but not the obligation, to remove any WAN Facilities located at facilities under the District's control, and the Parties agree to cooperate in effecting any such removal, as WANRack may reasonably request. If this Agreement is terminated by WANRack for Cause, without limiting any other rights available under the circumstances, WANRack will be entitled to recover as damages all fees that would have been payable to WANRack under this Agreement for the full Term (including any Renewal Term(s)). Termination or non-renewal of this Agreement will not affect the District's obligation to pay all fees and charges due and owing to WANRack as of the date of termination or non-renewal.

4. **Payments.** The District will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule B attached hereto, and otherwise in accordance with Schedule B and this section.

a. **Due Dates.** All fees will be paid no later than 30 days following the payment date specified on Schedule B, or if Schedule B does not specify a payment date, then no later than 30 days following the receipt by the District of an invoice from WANRack. In the event that any fees

are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

b. Late Payments. Late payments will incur a late payment charge of (i) 1.5% for every month or partial month that the payment is late or (ii) if less, the maximum late payment charge permissible under applicable law.

c. Taxes and Additional Charges. All applicable federal, state or local use, excise, sales, occupation or privilege taxes, duties, regulatory fees, permit fees, franchise fees or similar liabilities charged to or against WANRack or the District because of the services furnished by WANRack shall be assessed to and paid by the District unless exempt. The District shall be required to provide documentation evidencing its' exemption from any such taxes or fees.

## 5. **Obligations of WANRack.**

a. E-Rate Program. If requested by the District, WANRack will work together with the District to participate in the Schools and Libraries Program of the Universal Service Fund (the "E-Rate Program"), and in particular the parties will cooperate in maximizing the discounts available to the District under the E-Rate Program in respect of the WAN Facilities and the WAN Services. Notwithstanding the foregoing, except as expressly set forth in this Agreement, the participation of the District in the E-Rate Program is not a condition to either party's obligations under this Agreement.

b. Delivery and Installation. WANRack will deliver, install, configure, and maintain the WAN Facilities, and the parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the parties agree as follows:

(i) *Staging, Storage, and Access.* During the installation of the WAN Facilities, the District agrees to provide WANRack with (i) suitable staging and storage areas at District facilities for relevant equipment, materials, and components and (ii) such access to District facilities as may be necessary to efficiently carry-out the installation, as reasonably determined by WANRack, provided that such access must be scheduled with the District in advance and, unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany WANRack personnel during any installation work at any District facility.

(ii) *Site Preparation.* Prior to installation of the WAN Facilities, the District will clean and otherwise prepare all installation sites and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(iii) *Debris Removal; Restoration.* WANRack will remove from installation sites all debris resulting from the installation of the WAN Facilities,

including as appropriate by moving such debris to trash receptacles maintained by the District. The District will be responsible for trash removal from such receptacles. WANRACK will restore all landscaping disturbed by WANRack's installation, maintenance, or removal activities. The District will be responsible for landscape watering, including at restored landscaping sites.

(iv) *Planning.* Appropriate representatives of WANRack and the District will meet approximately one month prior to the installation of the WAN Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the WAN Facilities. The parties agree to work cooperatively and reasonably in this process.

(v) *Timeline.* WANRACK and the District agree to the installation and configuration timeline set forth in Schedule A attached hereto. The District agrees to all reasonable extensions of the installation timeline necessitated by the actions or inactions of the District or otherwise resulting from circumstances beyond WANRack's control.

(vi) *Special Needs.* If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the District or its facilities, as reasonably determined by WANRack, the District will reimburse WANRack for any corresponding extra costs incurred by WANRack to address those requirements, needs, or characteristics.

(vii) *Non-WAN Facilities.* The District is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the District's request, WANRack may install, configure, and maintain such facilities and components, subject to WANRack's standard charges, terms, and conditions.

(viii) *Deviations.* If, prior to or during the installation process, WANRack, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the District for its approval, which the District may not unreasonably withhold or delay; provided, however, that WANRack reserves the right to make, without such approval, changes in fiber routing, conversion from underground to overhead configuration to avoid obstructions, and other immaterial modifications to the final installation methodology and design.

(ix) *Substitute Materials.* In the event any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, WANRack may substitute materials or components of equivalent or superior functionality and performance.



(x) Manuals. Where relevant, WANRack will furnish the District with applicable manuals and instruction documentation provided by manufacturers and vendors.

c. Maintenance. WANRack is responsible for maintaining the WAN Facilities. The District agrees to provide WANRack with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by WANRack, provided that, when practicable, (i) such access must be scheduled with the District in advance and (ii) unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany WANRack personnel during any maintenance work at any District facility.

d. Representations. WANRack represents and warrants to the District that: (i) it will comply with all applicable laws in installing the WAN Facilities and providing the WAN Services; (ii) this Agreement has been duly authorized, executed, and delivered by WANRack, and (iii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of WANRack or any agreement or instrument to which WANRack is a party or by which WANRack is bound.

e. Condition of WAN Facilities and WAN Services. WANRack makes no representation or warranty whatsoever regarding facilities and components that are not WAN Facilities, or regarding services that are not WAN Services. At the District's request, WANRack agrees to work on behalf of the District to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WANRACK DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WAN SERVICES AND THE WAN FACILITIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE DISTRICT ACKNOWLEDGES THAT THE WAN FACILITIES AND WAN SERVICES ARE PROVIDED AS-IS, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

#### 6. **Obligations and Representations of the District.**

a. Security. The District is solely responsible for providing security services in respect of the WAN Facilities located at or on District facilities or properties. The District will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

b. District Personnel. The District will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services (ii) follow applicable operations and instruction manuals.

c. Electrical Circuits and Energy. The District will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities at the sole cost of the District.

d. Insurance. The District will procure and maintain insurance policies covering all loss and damage in respect of the WAN Facilities located at facilities under the District's control, including without limitation all materials and components located at District facilities prior to, during, or after the installation process, with appropriate coverage limits and other terms and conditions. The District will cause such insurance policies (i) to name WANRack as an additional insured, (ii) to be endorsed to require at least 30 days' notice to WANRack prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against WANRack. Upon request by WANRack, the District agrees to provide proof of insurance meeting the requirements of this section.

e. Representations. The District represents and warrants to WANRack that: (i) the WAN Facilities and the WAN Services meet the District's requirements; (ii) the District will operate and use the WAN Facilities and the WAN Services in compliance with all applicable law; (iii) this Agreement has been duly authorized, executed, and delivered by the District; and (iv) the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the District or any agreement or instrument to which the District is a party or by which the District is bound.

7. **Ownership of WAN Facilities.** The Parties acknowledge and agree that the WAN Facilities are owned by WANRack and will continue to be owned by WANRack following any expiration or termination of this Agreement. The District has no option or other right to purchase or otherwise acquire the WAN Facilities from WANRack. Nothing in this Agreement shall be construed to result in the transfer of title to any part of the WAN Facilities to the District or in the creation of a "security interest" within the meaning of applicable law. The District disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property installed by WANRack as a fixture on to the real property of Customer. Customer shall keep the WAN Facilities free from all liens and claims, including but not limited to mechanic's liens, and encumbrances by reason of the use or possession of the WAN Facilities by the District. Following any termination or expiration of this Agreement, WANRack may leave in place any WAN Facilities located at facilities and properties under the District's control and use such WAN Facilities for other customers. In the event WANRack leaves in place any WAN Facilities following any termination or expiration of this Agreement, the District agrees to provide WANRack with continued access to District facilities for purposes of operation and maintenance of the WAN Facilities.

8. **Usage of WAN Facilities.**

a. Permitted Use. The District shall use the WAN Services (including the WAN Facilities) solely for the District's own internal purposes. The District may not assign, lease, resell, encumber or allow any other party the right to use the WAN Services (including the WAN Facilities) or any component thereof without WANRack's express consent in each instance, which consent may be withheld in WANRack's sole discretion. Any other use by the District shall constitute a refusal to perform a material obligation and shall constitute grounds for WANRack to terminate this Agreement for Cause. The District shall notify WANRack immediately of any known or suspected misuse, alteration, loss, damage, theft or destruction of any WAN Facilities, and shall provide all cooperation reasonably requested by WANRack in connection therewith.



b. No Alterations or Attachments. The District acknowledges and agrees that (i) the District may not make any alterations or attachments to the WAN Facilities without WANRack's prior written consent, (ii) WANRack has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the WAN Facilities by the District, (iii) if WANRack provides any maintenance or other services in respect of any such alterations or attachments, WANRack will provide such services subject to its standard charges, terms, and conditions, (iv) WANRack is not responsible for any malfunction, non-performance, or performance degradation of the WAN Facilities, or any inability of WANRack to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District, or any other action by the District, and (v) the District is solely responsible for, and agrees to indemnify WANRack against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District.

9. Confidentiality. Each Party acknowledges (i) that it will have access to confidential information of the other Party, (ii) that such information constitutes valuable, special, and unique property of the other Party, and (iii) that no right or license is granted to such Party with respect to such information, except as specifically set forth in this Agreement. Each Party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other Party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information of or concerning one party that is disclosed or made available to the other party (including its employees or other representatives), including, without limitation, the terms of and prices under this Agreement and any non-public information concerning a party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. The Parties agree that the terms of this Agreement shall constitute "confidential information." Each Party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each Party agrees that it will not copy the confidential information of the other party other than on an "as necessary" basis in connection with the performance or enforcement of this Agreement. Upon the request of other Party, or upon the termination or expiration of this Agreement, each Party agrees to return or destroy any confidential information of the other party in its possession. Furthermore, the District agrees to promptly notify WANRack for any open records/public information request that it may receive concerning this Agreement, pricing or any confidential information and allow WANRack the opportunity to analyze and oppose release of requested information as may be provided by law. The Parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The Parties agree that the foregoing obligations regarding confidentiality will survive the termination or expiration of this Agreement.

10. Miscellaneous.

a. Independent Contractor. The Parties agree that WANRack is an independent contractor with respect to the District. Nothing contained herein may be construed as making the

Parties hereto partners or joint venturers or creating a principal and agent relationship. WANRack has no authority to create any obligation or responsibility on behalf of, or in the name of, the District, or otherwise to bind the District in any way. Likewise, the District has no authority to create any obligation or responsibility on behalf of, or in the name of, WANRack, or otherwise to bind WANRack in any way.

b. Notice. Any notice, demand, waiver, or consent under this Agreement must be in writing and delivered by facsimile (receipt confirmed), by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as set forth below. All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or facsimile number by giving notice to the other party in accordance with this section.

If to WANRACK: WANRack, LLC  
4550 West 109<sup>th</sup> Street, Suite 115  
Overland Park, KS 66211  
Attn: Legal Department

If to the District: [Name]  
[Address]  
Attn: \_\_\_\_\_

c. Force Majeure. Neither Party will be liable for the failure to fulfill its non-monetary obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; fiber cut caused by a third party without any negligence by WANRack and such third party is not a subcontractor, agent or representative of WANRack and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the WAN Facilities.

d. Waiver of Jury Trial; Limitation on Damages. Each Party waives trial by jury with respect to any dispute regarding or arising under this Agreement. WANRack will not be liable to the District for any indirect or consequential damages, including but not limited to, lost profits or business revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether such damages are foreseeable by either Party. Each Party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other Party in an effort to resolve the disputed matter.



e. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (i) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest permissible extent and (ii) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

f. Governing Law; Construction. This Agreement shall be governed by the laws of the State of Kansas, without regard to conflicts of law principles. This Agreement is to be construed as the joint and equal work product of each party and may not be interpreted more or less favorably in respect of either party on account of its preparation or drafting.

g. Assignment; Successors. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties to this Agreement; provided, however, that neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may not withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, WANRack may, without the District's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of WANRack's assets. Any purported assignment prohibited by this provision will be null and void.

h. Waiver. Any failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either Party of any right or remedy under this Agreement must be in writing and signed by the Party waiving the right or remedy.

i. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, including any documents exchanged between the Parties during any request for proposal or bidding process. Any amendment to this Agreement must be in writing and signed by both Parties.

j. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[signature page follows]*



IN WITNESS WHEREOF, the Parties execute this Agreement effective as of the day and year first above written.

WANRACK, LLC

[DISTRICT]

By: \_\_\_\_\_  
Name: Michael L. Brigman  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule A**  
**WAN Services and Facilities**

**WAN Services**

[To be inserted]

**WAN Facilities**

[To be inserted]

**Installation Timeline**

Anticipated delivery of the WAN Services shall commence on or before the date that is approximately \_\_\_\_\_ after the acquisition of all necessary permits, licenses, pole attachment agreements and rights of way to construct the WAN Facilities.

**Schedule B**  
**Fees and Payment Schedule**

1. **Special Construction or Other Upfront Fees** – \$\_\_\_\_\_.
2. **Monthly Fees** - Monthly lease payments of \$\_\_\_\_\_ beginning upon the Commencement Date and continuing for the remainder of the Term.

A decorative line graphic consisting of a horizontal line with a small circle at its left end, followed by a diagonal line segment, and then another horizontal line segment ending in a small circle.

# **WANRack<sup>TM</sup>**



**WANRACK'S DIRECT RESPONSE TO THE DISTRICT'S RFP**

# WANRack Blueline

Powell County School District

## Request for Proposals – WAN

October 30, 2024

Powell County School District (the “Applicant”) seeks to lease lit network capacity to provide an eligible Standalone Data Transmission (WAN) Service between its eligible sites and its network head-end, located at Powell County High School, 700 W. College Avenue, Stanton, KY 40380 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.

WANRack has designed a lit fiber service for the District using a hub and spoke format. WANRack's private fiber network will lay 12 dedicated fibers from the district hub to each of the district's edge sites. The district will have exclusive use of these fibers.

This project is E-Rate eligible. WANRack acknowledges the project is contingent on the district receiving E-Rate funding and the District providing a Notice to Proceed.

1. Bowen Elementary School – 5099 CAMPTON RD, STANTON, POWELL, KY 40380
2. Clay City Elementary School – 4901 MAIN ST., CLAY CITY, POWELL, KY 40312
3. Powell County Central Office – *This facility will be relocating; at this time of this posting, relocation is scheduled for early 2026.*
  - a. Current location: 691 Breckenridge Street, Stanton, KY 40380
  - b. New location: 651 Breckenridge Street, Stanton, KY 40380
4. Powell County Board Annex – *This facility will be relocating; at this time of this posting, relocation is scheduled for early 2026.*
  - a. Current location: 40 BRUEN STREET, STANTON, KY 40380
  - b. New location: 651 Breckenridge Street, Stanton, KY 40380

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. Building maps will be available at the voluntary onsite visit mentioned on page 2 of the RFP. For security reasons, this is the only way to obtain these maps.

WANRack has read and agrees to Demarc the service at the location specified by the District.

Your proposal should include pricing options for 10 Gbps connections between each endpoint site and the head-end site (at least 10G at the head end), and should allow for service level changes to be made to any location during the term of the contract.

WANRack offers unlimited bandwidth at a fixed cost. This meaning each site is scalable even up to 100gb. WANRack will start the District off at the highest bandwidth speed the District's current LAN switches are capable of. If the District starts every site at 10gb, and in two weeks you want to upgrade to 20gb, all the School District needs to do is reach out to us, and we will drop ship you a new SFP, and have the District up and running at 20gb within the week. Your monthly cost will stay the same, no matter what bandwidth levels you are at.

# WANRack Blueline

Respondents should offer a fully managed, leased lit solution that delivers the bandwidth scalability and speed, and meets the uptime, latency, and jitter specifications outlined in this RFP. While the service requirements herein would commonly describe leased lit fiber, this request is technology neutral and the Applicant will consider any combination of transmission medium including fiber-only networks, fiber/non-fiber hybrid networks, or non-fiber networks such as cable, DSL, copper, satellite, or microwave.

WANRack's is proposing a lit leased service capable of speeds from 1 Gbps to 100Gbps or per location for the same price. Upon request, speeds to each site can be increased based on the capability of the district's equipment. WANRack will NOT increase the monthly fee or require a renewal 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 to the Applicant. 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.

As previously stated, WANRack's network offers flat-rate pricing, meaning 100gb will be the same cost as 1gb. The district can choose the service tier that best fits their needs. There is no price increase from 1G-100G, so the district has the ULTIMATE flexibility and cost certainty.

The Applicant seeks a 5-year contract with up to [FIVE] optional voluntary one-year extensions; other terms will be considered. 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 Applicant requires that the selected vendor be willing to utilize the E-Rate SPI form of invoicing (discounted invoices).

WANRack has proposed a 5-year (60-month) contract with 3 (5 year) voluntary extensions to get to a 20-year term. E-Rate encourages districts to look at a 20 year Total Cost of Ownership (TCO).

We consider this "effective ownership" because the district has all the benefits of a self-provisioned network (ability to scale at will without price increases, contract term changes), but WANRack handles all the maintenance, moves and locates for life.

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.

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 fully detail the transmission medium proposed and 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 specify all Service Provider owned onsite equipment necessary to hand off service to the Applicant's LAN equipment. These circuits must be provisioned with an active, powered stand-alone network device on each end of the link. Simply

# WANRack Blueline

terminating circuits into an optical interface module is not acceptable. Service provider should provide this information in the form of a network WAN diagram.

For the District, there will be point-to-point connections back to the Hub via dedicated fibers per site with NO over-subscription anywhere in the WAN. Upon the district's request, speeds to any site can be increased based on the capability of the district's equipment.

WANRack will own and install optical interface modules (GBIC, SFP, SFP+, QSFP, X2, CFP) at each edge and HUB site to light the fiber. WANRack will also stock spare modules at the district Hub for emergency back-up. WANRack will supply optical interfaces that match the district's equipment port configuration and support the desired bandwidth at each location and with the appropriate hand-off at the Fiber Distribution Panel (FDP). WANRack will supply the required fiber jumpers for the connection from the FDP to the optical interface in the proper length and connectorization.

We propose a dedicated hub and spoke design with each site served with dedicated fiber direct to the hub. No mid-point electronics are required or proposed. A proposed network diagram is provided in our proposal.

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 where applicable, describe how the end-to-end performance of these services will be measured (from each A location to the Z locations). At a minimum, the SLA should describe that the vendor 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 should describe 24x7x365 trouble-reporting procedures, offer commitments with regard to the time to repair outages, and describe provisions offered 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.

Please see the SLA included in the proposal for more detail. We guarantee a 2-hour response time to any outage and provide phone numbers all the way up to our founder.

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, nonrecurring costs be paid in installments as allowed by Section II.A.2. of FCC 14-189 (AKA the Second E-Rate Modernization Order). However, please note that the Applicant prefers a fixed monthly recurring charge with no separate up-front installation or construction costs.

WANRack has provided detailed pricing information for the district in our proposal response. On our cost sheet, we have clearly labeled all non-recurring costs as Construction Costs (NRC), and recurring costs as Monthly (MRC). There are no additional charges above these.

## Questions/Site Visits

# WANRack Blueline

A **voluntary** site visit will be held at Powell County Middle School library, 770 W COLLEGE AVE, STANTON, POWELL, KY 40380, at 10:00 EST November 13, 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.

[WANRack attended the site visit at Powell County Middle School library on November 13, 2024 at 10:00 EST.](#)

## Compliance with Specifications

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

- The Service Provider has clearly listed 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.

## Response Format

All bids must include the following information:

1. A description of services to be provided with detailed information regarding any required construction, including a timeline for completion of every phase of work necessary to demonstrate service delivery by July 1, 2025.  
[WANRack has provided a description of services to be provided along with a sample timeline for how we plan to complete the project by the requested deadline in the attached proposal response.](#)



# WANRack Blueline

2. Complete pricing for the services described herein. Your proposal must clearly indicate non-recurring costs, recurring costs, and fees for the service being proposed, for each service tier for each site requested. 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).  
WANRack has provided multiple pricing options for the district to choose from in our proposal response. On our pricing summary sheet, we have clearly labeled all non-recurring costs as Special Construction Costs (NRC), and recurring costs as Monthly (MRC). There are no additional charges above these.
3. Proposed Service Level Agreement.  
Please see the SLA included in the proposal for more detail. WANRack's guaranteed uptime is 99.99%. Because this is a private network with no other customers, it experiences fewer "touches" than public networks. Many of our customers have never experienced an outage. If there is an outage, as our only customer, getting YOU back up and running is our priority.
4. 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.  
WANRack has provided over 10 K-12 references. Please see the reference section of our proposal. We encourage you to reach out all of these references. Upon request, WANRack can provide as many references as the District wants.
5. Your E-Rate SPIN Number. (You must have a current SPAC form on file with USAC.)  
WANRack's SPIN: 143037316
6. 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.)  
WANRack has read and agrees. Please find a sample of our Wide Area Network Leasing and Services Agreement included in our proposal response. Upon award, WANRack and the District will work together to create a contract to satisfies both parties.

The Applicant's review of information will be primarily focused on the substance of the details provided in response to the requirements herein including but not limited to pricing and terms, technical details, SLA, experience and references, and compliance with the requirements laid out in this document. Per E-rate rules, the cost of eligible goods and services will be the most heavily weighted evaluation factor.

WANRack's price will be high since we will be installing brand-new fiber. We encourage the District to look at price vs cost. This means, yes, we will be expensive today, but what will it cost in 5-10 years when you need to upgrade all sites to 20gb and beyond? We encourage the District to look at a 20-year TCO approach as it will show WANRack will save you money and this high price will pay itself off over time. WANRack's networks are built for the future. Scalable, spare fibers with all maintenance provided by WANRack. This allows the District to upgrade when you want, without worrying about changing your finances.

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.

# WANRack Blueline

## **Proposal Delivery**

The Applicant reserves the right to reject each and every bid, 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 should be e-mailed to the office of Ashley Randall at [ashley.randall@powell.kyschools.us](mailto:ashley.randall@powell.kyschools.us) by 3:00pm EST on November 27, 2024.