

**ATTACHMENT A**  
**CONTRACT**  
**FOR**  
**LAST MILE INFRASTRUCTURE SERVICE PROVIDER**  
**CATEGORY A: DATA TRANSPORT**  
**BETWEEN**  
**THE COMMONWEALTH OF KENTUCKY**  
**KENTUCKY COMMUNICATIONS NETWORK AUTHORITY (KCNA)**  
**AND**  
**BLUEGRASS NETWORK LLC**

**MA 758 1700000413**

**VENDOR CONTACT INFORMATION:**

**Bryan Bell**  
**P.O. Box 5012**  
**2902 Ring Rd.**  
**Elizabethtown, KY 42701**  
**Email: bbell@bluegrasscellular.com**  
**Phone: 270-769-0339**

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This Master Agreement (“Contract”, “Award” or “Agreement”) is entered into, by and between the Commonwealth of Kentucky, **Kentucky Communications Network Authority** (“the Commonwealth”, “Customer”, “KCNA”) and **Bluegrass Network LLC** (“Contractor”, “Vendor”, “BGN”) as the Prime Vendor.

The Commonwealth and Contractor agree to the following:

**I. Scope of Contract**

The primary purpose of this Contract is to establish a multi-year strategic contractual arrangement to provide infrastructure deployment components, serve as regional stakeholder aggregators and provide high speed regional connectivity and data transport services.

Contract utilization will be dictated by network roll-out timing, priority, desired bandwidth needs, cost and other general business considerations.

The secondary purpose is to provide this Contract for use by all public sector entities for the following types of networking initiatives:

- Campus Area
- Community Area
- Fiber to the Premise

By extending the use of this Contract, local government, communities, and other public sector entities may be able to avoid lengthy procurement efforts and expedite deployment of fiber networking projects across the state.

The targeted service category for this Contract is:

**CATEGORY A - Data Transport**  
Cable Service Companies, Telecommunication Companies, etc.

**II. Negotiated Items**

1. See Attachment B for the negotiated pricing.
2. See Attachment C for the negotiated Service Level Agreement (SLA).

**III. Terms and Conditions (per Request for Proposal RFP 758 1500000282)**

**SECTION 30 – COMMONWEALTH TECHNOLOGY REQUIREMENTS**

**30.1 Compliance with Commonwealth Security Standards**

**System Vulnerability and Security Assessments**

The Commonwealth reserves the right to conduct external non-invasive vulnerability and security assessments of the software and infrastructure used to provide services prior to implementation and periodically thereafter. Upon completion of these assessments, the Commonwealth will communicate any findings to the Vendor for action. The Vendor shall only be obligated to alleviate instances where there is a material vulnerability or material risk that the system owned by the Vendor could be compromised and that such vulnerability or risk presents a material vulnerability or material risk to the Commonwealth as determined by the Commonwealth in good faith upon reasonable investigation. Any cost relating to such alleviation of the findings with respect to Vendor's system will be the responsibility of the Vendor. An accredited third party source can be selected by the Vendor in which they will acknowledge all cost and provide valid documentation of mitigation strategies in an agreed upon timeframe. These mitigations will be subject to re-evaluation after completion. In cases where direct mitigation cannot be achieved with respect to Vendor's system, the Vendor shall communicate this and work in good faith with the Commonwealth to identify acceptable compensating controls that will reduce risk to a mutually-agreeable level.

**Applicable Security Control Framework Compliance**

The Vendor must have an awareness and understanding of the NIST Special Publication 800-53 Security Control Framework and employ safeguards that meet or exceed the moderate level controls as defined within the standard. These controls must provide sufficient safeguards to provide reasonable protections around the Commonwealth's data to ensure that the confidentiality, integrity, and availability are maintained at an appropriate level. These include, but are not limited to:

- *Access Control*  
The Vendor must employ policy and process that provide for stringent control to limit physical and logical access to systems that house Commonwealth data to a need to know basis and provide clear separation of duties.
- *Awareness and Training*  
The Vendor must provide the appropriate role specific training for staff to ensure that there is awareness and understanding of roles and responsibilities as they relate to the protections around the Commonwealth's data.
- *Audit and Accountability*  
There must be sufficient auditing capability to ensure that actions are tracked and there is individual accountability for all actions taken by Vendor staff.
- *Configuration Management*  
The Vendor must work within established baselines that provide minimal functionality needed to ensure service delivery without exposing unnecessary risk. The Vendor must also employ structured change control processes that provide a level of coordination with the Commonwealth agreed upon in a Service Level Agreement (SLA) as set forth in Attachment C.
- *Contingency Planning*  
The Vendor must employ contingent planning policy and procedures that ensure service delivery based on agreed SLA levels as set forth in Attachment C while maintaining all Commonwealth data within the continental United States.
- *Identification and Authorization*  
The Vendor must employ appropriate identity and access management policies and procedures to ensure that access is appropriately authorized and managed at a level to ensure that access is provisioned and de-provisioned in a timely and efficient manner.
- *Incident Response*  
The Vendor must employ policy and procedures to ensure that an appropriate response to all identified security incidents are addressed in a timely manner and are reported to the appropriate parties in an agreed upon SLA timeframe in accordance with Attachment C. The Vendor must also ensure that all staff are sufficiently trained to ensure that they can identify situations that are classified as security incidents.
- *Maintenance*  
The Vendor must employ policy and procedures that ensure all maintenance activities are conducted only by authorized maintenance staff leveraging only authorized maintenance tools.
- *Media Protection*  
The Vendor must employ policy and procedure to ensure that sufficient protections exist to protect Commonwealth data on all storage media throughout the media lifecycle and maintain documentation from media creation through destruction.
- *Physical and Environmental Controls*  
The Vendor must employ physical and environmental policies and procedures that ensure that the service and delivery infrastructure are located in a physically secure and environmentally

protected environment to ensure the confidentiality, integrity, and availability of Commonwealth data.

- *Personnel Security*  
The Vendor must employ policies and procedures to ensure all staff that have access to Vendor's systems that house, transmit, or process Commonwealth data have been appropriately vetted and have been through a background check at the time of hire and periodically thereafter.
- *System and Communications Protections*  
The Vendor must employ physical and logical protection that protect Vendor's system communications and communication media from unauthorized access and to ensure adequate physical protections from damage.

### **30.2 Privacy, Confidentiality and Ownership of Information**

The Vendor shall not have ownership of Commonwealth data at any time. The Vendor shall be in compliance with privacy policies established by applicable federal or Kentucky law or regulation with respect to the treatment and use of Commonwealth data that are effective as of the date of this Contract. Privacy policy statements may be developed and amended from time to time by the Commonwealth and will be appropriately displayed on the Commonwealth portal (Ky.gov), and the Vendor will comply with such policies that are developed or amended after the date of this Contract with respect to their application to Commonwealth data held by Vendor within a reasonable period of time after Vendor receives written notice from the Commonwealth of such new or amended policies. The Vendor should use commercially reasonable efforts to protect the Commonwealth data in network transit, storage, and cache of which Vendor has custody. All sensitive data, as defined by the enterprise standards, must be encrypted.

## **SECTION 40 – PROCUREMENT REQUIREMENTS**

### **40.1 Procurement Requirements**

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <http://eprocurement.ky.gov> and <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx> respectively. The Vendor must comply with all applicable statutes, regulations and policies related to this procurement.

### **40.2 Contract Components and Order of Precedence**

The Commonwealth's acceptance of the Contractor's offer in response to Solicitation RFP 758 1500000282, indicated by the issuance of a Contract Award by the Office of Procurement Services, shall create a valid Contract between the parties consisting of the following:

1. Any written Agreement between the parties;
2. Any Addenda to Solicitation RFP 758 1500000282;
3. Solicitation RFP 758 1500000282 and all attachments;
4. Procurement statutes, regulations and policies;
5. Any best and final offer;
6. Any clarifications concerning the Contractor's proposal in response to Solicitation RFP 758 1500000282;
7. The Contractor's proposal in response to Solicitation RFP 758 1500000282.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

**40.3 Final Agreement**

The Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior and contemporaneous negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

**40.4 Contract Provisions**

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

**40.5 Type of Contract**

This Contract shall be on the basis of a **firm fixed unit price**.

**40.6 Contract Usage**

The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth, acting in good faith. Nothing in this Contract shall restrict, limit, or otherwise modify the right of first refusal granted in the Dark Fiber IRU Agreement between the Commonwealth and Vendor dated \_\_\_\_\_, 2017 (the "IRU Agreement").

**40.7 Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items by issuing a contract modification to this Contract with the prior written consent of an authorized representative of the Vendor. Until such time as the Vendor receives a modification, the Vendor shall not accept delivery orders from any agency referencing such items or services not contained in this Contract.

**40.8 Changes and Modifications to the Contract**

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

**40.9 Changes in Scope**

This Contract may not be amended or modified unless such amendment or modification is set forth in a writing that is signed by an authorized representative of each party hereto.

**40.10 Contract Conformance**

If the Commonwealth determines in good faith that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Commonwealth may request in writing that the Contractor deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. In the event that Contractor fails to deliver reasonable assurances or to otherwise reasonably demonstrate that the schedule will not be affected within thirty (30) days of its receipt of such writing from the Commonwealth, such failure to comply may constitute default by the Contractor.

**40.11 Assignment**

Neither party may assign or delegate its rights, interest, or obligations under this Contract, in whole or in part, without the prior written consent of the other party.

**40.12 Payment**

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon (i) successful completion and acceptance of the described work, services, supplies, or commodities and (ii) delivery of such documentation as the Commonwealth may reasonably require. Invoices for payment shall be submitted to the Agency Technical Contact Person listed in **Section 50.5** or his representative.

**40.13 Contractor Cooperation in Related Efforts**

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

**40.14 Contractor Affiliation**

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any Affiliate of either party shall take any action that, if done by the party, would constitute a breach of this Contract, the same shall be deemed a breach by such party with like legal effect.

**40.15 Commonwealth Property**

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this Contract for so long as such Commonwealth-owned property is within the Contractor's custody. The Contractor shall reimburse the Commonwealth for loss or damage to Commonwealth-owned property while such property is in the custody of the Contractor where such loss or damage is caused by Contractor's negligence or willful misconduct, normal wear and tear excepted.

**40.16 Confidentiality of Contract Terms**

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its members, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws. Notwithstanding anything to the contrary in this Contract, Commonwealth acknowledges and agrees that the Contractor may disclose, share, and discuss this Contract and all matters related to the transactions contemplated

herein with its employees and independent contractors who have a “need to know” such information and each of the following:

- (a) Brandenburg Telephone Company, Inc.;
- (b) Duo County Telephone Cooperative Corporation, Inc.;
- (c) Logan Telephone Cooperative, Inc.;
- (d) North Central Telephone Cooperative Corporation;
- (e) South Central Rural Telephone Cooperative Corporation, Inc.;
- (f) Mountain Rural Telephone Cooperative Corporation, Inc.;
- (g) Foothills Rural Telephone Cooperative Corporation, Inc.;
- (h) Peoples Rural Telephone Cooperative Corporation, Inc.;
- (i) Gearheart Communications Company, Inc.;
- (j) Thacker-Grigsby Telephone Company, Inc.; and
- (k) East Kentucky Network, LLC.

Upon signing of the Contract by all parties, terms of the Contract become available to the public pursuant to the provisions of the Kentucky Revised Statutes.

**40.17 Confidential Information**

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as the Contractor uses to protect the Contractor’s own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. Contractor shall comply with all applicable Federal and Kentucky regulations and statutes related to confidentiality. The Contractor shall have an appropriate agreement with its employees and any independent contractors to that effect; *provided, however*, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. Information which, at the time of disclosure, is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
- C. Information, which, after disclosure, becomes part of the public domain thorough no wrongful act of the Contractor.

**40.18 Advertising Award**

The Contractor shall not refer to the award of this Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky without the expressed written consent of the Agency Technical Contact Person listed in Section 50.5.

**40.19 Permits, Licenses, Taxes and Commonwealth Registration**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of

State, who will also provide the certification thereof. Additional local registration or license may be required.

The Contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

**40.20 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to all state government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act.

**40.21 Provisions for Termination of the Contract**

This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

In the event that Commonwealth terminates this Agreement prior to the expiration of the Initial Term or terminates that certain Dark Fiber Indefeasible Right of Use by and between Commonwealth and Contractor dated the same as this Agreement ("IRU Agreement") prior to the expiration of the Initial Term, Contractor may, at Contractor's sole option, upon written notice to Commonwealth, terminate this Agreement, the IRU Agreement, and/or any other agreement or contract, written or oral, related to this Agreement or the IRU Agreement, excluding pole attachment agreements, without any further liability or obligation to Commonwealth or its Affiliates.

**40.22 Bankruptcy**

In the event the Contractor becomes the subject debtor in a case pending under the federal bankruptcy code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as reasonably determined by the Commonwealth.

**40.23 Conformance with Commonwealth & Federal Laws/Regulations**

This Contract is subject to the laws of the Commonwealth of Kentucky and, where applicable, Federal law. Any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky in accordance with KRS 45A.245.

**40.24 Accessibility**

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and attempt to resolve any complaint that Vendor's products or services are not in compliance with such acts of which Vendor receives written notice if Vendor's products or services are in fact not in compliance with such acts.



**40.25 Access to Records**

The Contractor, as defined in KRS 45A.030(9), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence which are directly pertinent to this Contract for the purpose of financial audit or program review. The auditing party shall (i) provide no less than five (5) business days prior written notice to the Contractor that it wishes to have access to such books and records for purposes of auditing the Contractor pursuant to this Section, (ii) only have access to books and records that are retained in Contractor's ordinary course of business and only conduct such audit during the ordinary business hours of the Contractor, and (iii) not unreasonably interfere with the business of the Contractor. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Contractor also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884 unless such is except from disclosure under an exception to the Kentucky Open Records Act.

**40.26 Prohibitions of Certain Conflicts of Interest**

In accordance with KRS 45A.340, the Contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed by the Contractor or its subcontractor performing any services with respect to this Contract.

In accordance with KRS 45A.340 and KRS 11A.040(4), the Contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract to voluntarily acquire any ownership interest direct in this Contract by virtue of any ownership interest in Contractor prior to the completion of this Contract; *provided, further*, that this provision shall not be interpreted in any manner whereby the Contractor is charged with knowledge or otherwise held liable or responsible with respect to officials or employees who are members, employees, or otherwise affiliated with a member of the Contractor.

**40.27 Intentionally Omitted.**

**40.28 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this Contract, excepting bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this Section 40.28, the Commonwealth shall have the right to reject the proposal or cancel the Contract without liability.

**40.29 Intentionally Omitted.**

**40.30 Contract Claims**

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

**40.31.1 Limitation of Liability**

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

**40.32 Discrimination (Effective April 8, 2015)**

Discrimination because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability is prohibited. This Section 40.32 applies only to contracts utilizing federal funds, in whole or in part. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order related to this Contract unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; *provided, however*, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States and to defend such action.

## SECTION 50 – SCOPE OF WORK

### 50.1 Agencies to Be Served

Upon approval by the Finance and Administration Cabinet, this Contract shall be for use by all agencies of the Commonwealth, as such term is defined in KRS 45A.605.

### 50.2 Extending the Contract Use to Other Agencies

The Finance Cabinet reserves the right to offer this Contract to other state agencies and stakeholders.

Under Kentucky statutes, political subdivisions of this state, including cities of all classes, counties, and school districts, may participate in all state agency master agreements to the same extent as agencies of the Commonwealth.

### 50.3 Term of Contract and Renewal Options

The term of the Contract shall be seven (7) years from the Effective Date the (“Initial Term”). During the Initial Term, there shall not be an adjustment to the pricing set forth in this Contract for any changes in the CPI Index (as defined below).

This Contract may be renewed at the completion of the Initial Term for three (3) additional two (2) year periods upon the mutual agreement of the Parties (each a “Renewal Term” and collectively the “Renewal Terms”).

If no notice is given by either party to the contrary prior to the expiration of the Initial Term or the current Renewal Term, this Contract will renew automatically. After the expiration of the Renewal Terms, if neither party has provided notice to the other party of its intent not to renew the Contract, this Contract shall automatically renew thereafter for successive one (1) year terms until either party provides notice to the other party of its intent not to renew the Contract prior to the expiration of the current one (1) year period.

Upon the first day of each Renewal Term or the renewal period thereafter, the prices set forth in this Contract shall be adjusted in accordance with the percentage increase in the CPI Index between the Effective Date and the first day of such Renewal Term or renewal period. For purposes of this Contract, “CPI Index” means the Consumer Price Index, All Urban Consumers, United States, All Items (1982-1984 = 100) as published by the Bureau of Labor Statistics of the United States Department of Labor, or if such index is not available, such other index as the parties may agree, while acting in good faith, most closely resembles such index in effect on the first day of the Renewal Term or the subsequent renewal period.

In the event that the Commonwealth wishes to obtain additional services from the Vendor that are within the scope of this Contract as identified in Section I. Scope of Contract, the Commonwealth and the Vendor will negotiate in good faith for such additional services, and this Agreement may be amended in a writing signed by the Commonwealth and the Vendor to include such additional services on those terms that are mutually agreed upon by the Commonwealth and the Vendor.

**50.4 Basis of Price Revisions**

The prices established by this Contract shall remain firm for the Initial Term. The prices established by this Contract may be adjusted on the first day of each Renewal Term in accordance with Section 50.3.

**50.5 Notices**

All programmatic communications with regard to day-to-day performance under this Contract are to be made to the follow individual (the "Agency Technical Contact Person"):

Mike Hayden  
Kentucky Communications Network Authority (KCNA)  
502-782-2535  
Mike.Hayden@ky.gov

After the award of Contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer. The Commonwealth reserves the right to change the technical contact throughout the life cycle of this Contract.

**50.6 Subcontractors**

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor that provided services with respect to this Contract.

**General Business Requirements:**

**50.7 NG KIH Organization and Governance Structure**

A new government organization, Kentucky Communications Network Authority (KCNA), has been established to manage NG KIH-related contracts and internal business arrangements required to deploy and operate NG KIH. This new organization and all related vendors/contracts will be governed by Commonwealth statutes and regulations. The Vendor shall agree that they will abide by the reasonable direction and oversight provided by the new NG KIH governance organization, leadership of the major stakeholder groups and the NG KIH governance entity/entities.

**50.8 Security and Control Requirements**

The Vendor's solution shall conform to applicable federal and Kentucky statutes and guidelines relating to confidentiality and shall be reasonably secure from entry by unauthorized users. It shall also be compatible with the established Commonwealth security processes, including overall system access, violation reports, audit trails and system logs.

**50.9 Federal Discount Programs**

The Vendor shall support Universal Service Fund (E-Rate), the Healthcare Funding discount program and any other discount program offered by the federal government throughout the life cycle of this Contract.

**50.10 Status Reporting Requirements**

The Vendor shall develop and transmit monthly status reports to the NG KIH Executive Director. The report format and content shall be finalized during the project initiation phase as mutually agreed upon by both the Commonwealth and the Vendor.

**50.11 Minimum Business Class Solution**

The Vendor shall provide and manage a business and/or carrier class connectivity solution that will facilitate the connection of the various NG KIH stakeholders to the NG KIH network environment.

**50.12 Monthly Stakeholder Billing**

For the Commonwealth, the Vendor shall create a detailed invoice per site (physical address) recapping any charges incurred for that month. Billing detail shall include appropriate details to identify service specifics including location and type of service allowing for proper payment, reconciliation and/or auditing. The Commonwealth should have the option of receiving their billing information in a hardcopy or electronic format. Additionally, the Vendor shall provide automated hierarchical bill presentation on five (5) levels: State, Agency/Stakeholder, Department, location, and service-type.

The Vendor may be required to invoice individual stakeholder groups. The format and detail of these arrangements may be developed after a Contract is awarded as mutually-agreed to by the Commonwealth and the Vendor.

**50.13 Project Implementation**

**A. Vendor Services**

Vendor offered services for installation shall be available upon contract award. Exceptions to the protocol will be for those requests that will require new plant construction as described in Attachment C.

**50.14 Stakeholder Site Naming Conventions**

The Vendor shall comply with Commonwealth and national cable and naming standards for consistency across the state. A node and stakeholder site connection standard will be provided that will identify the Commonwealth's naming/labeling procedure with which the Vendor shall comply.

**50.15 Outages and Break/Fix Response Requirements**

**A. Engineering, Installation and Support Costs**

For this service, the Commonwealth requires that the engineering, installation and support are a part of the cost structure and shall be the responsibility of the Vendor.

**B. Break/Fix**

The Vendor shall own or have on-going business arrangements in place with emergency repair providers to maintain and repair Commonwealth leased utility infrastructure (poles, conduit and related components) throughout the life cycle of this Contract.

**Category A: Data Transport**

**50.16 Intentionally Omitted.**

#### **50.17 Redundant Paths**

- A. There may be a requirement for a redundant path between the Vendor's endpoints and aggregation points. Pricing for redundancy shall be negotiated between the Vendor and the Commonwealth.

#### **50.18 Associated Services for the Proposed Solution**

At a minimum, the Vendor shall provide the following associated services as a part of its proposed solution:

- A. Marketing and customer outreach.
- B. Provisioning and de-provisioning of sites and customers through the Vendor's solution.
- C. Interface and integration services per Commonwealth's reasonable standards.
- D. On-going management of the solution 24x7x365.
- E. Preventative and break/fix maintenance services.
- F. Administration services (billing, reporting, etc.).

#### **50.19 Stakeholder Site Equipment**

The Vendor shall provide all electronics necessary to connect to a clear point of demarcation. Cost for this equipment shall be included in any circuit price. The Vendor shall ensure the equipment supplied will support the subscribed circuit speed up to the demarcation.

#### **50.20 Node Equipment**

If the Commonwealth or stakeholders choose to utilize the NG KIH middle-mile backbone for statewide transport, all NG KIH node equipment will be provisioned by the Commonwealth to allow the Vendor to provide required NNI connectivity. An appropriate level of access will be granted for the Vendor to make and maintain the connections. Connection and cable standards and neatness shall be enforced by the Commonwealth.

#### **50.21 Stakeholder Circuits**

The cost and circuit type to a location shall be based on the bandwidth of the circuit and not the number of people serviced at a location.

#### **50.22 Procurement and installation**

All orders for service, including, but not limited to, moves, additions, changes, cancellations, or modifications to an order shall be properly authorized and made through the proper Commonwealth stakeholder request form to the Vendor. This applies to all stakeholders using this Contract. The Vendor shall also provide a list of standard intervals for the provisioning of all data services.

#### **50.23 Peering Arrangement Connectivity with the NG KIH Backbone**

For connectivity to the NG KIH backbone, the solution shall be capable of peering with the network through one or more of the regional nodes. Peering arrangements shall consist of 1 Gbps or 10 Gbps physical links.

#### **50.24 Node Connections – Peering Relationship Vendor to Node**

If the Commonwealth or stakeholders choose to utilize the NG KIH middle-mile backbone for statewide transport, the Vendor's connection to NG KIH backbone node shall be an aggregated service delivery over Ethernet connection at 1 Gbps or 10Gbps and shall be the Vendor's expense to install and support. Explicitly, the Vendor shall not block any traffic and will allow traffic to pass to all NG KIH directly connected stakeholders.

#### **50.25 Node Site Locations**

The Vendor shall use the high-level conceptual architectural graphics as the foundational architecture for NG KIH.

#### **50.26 Last Mile Connections**

Last mile connections are those connections between stakeholder agency sites and the Vendor's aggregation point. Last mile engineering and connectivity requirements will vary with each stakeholder location connected to the backbone. The aggregation point will be located at [36 59 19.26°N 86 27 06.52°W] or such other aggregation point as may be mutually agreed to in writing by Commonwealth and Vendor; *provided, however*, that Vendor shall deliver the fiber to the backbone of the NG-KIH System at no additional cost to Commonwealth other than as set forth in the IRU Agreement and in accordance with RFP 758 1500000282. It will be the Commonwealth's sole and absolute responsibility to reach the point of demarcation. The Vendor shall not have any obligation or liability in the event that the Commonwealth fails to reach the point of demarcation.

#### **50.27 Last Mile Vendor Network Requirements:**

A. The Vendor's network shall be highly scalable, reliable and redundant.

- 1) The Vendor shall provide Carrier Ethernet type services (E-LAN and E-LINE; port and VLAN based).
- 2) If the Commonwealth or stakeholders choose to utilize the NG KIH middle-mile backbone for statewide transport the Vendor should provide IP-VPN circuits between node site and Stakeholder sites.
- 3) If IP-VPN services are utilized, the Vendor's network shall be IPv4 and IPv6 capable.
- 4) If IP-VPN services are utilized, the Vendor's network shall provide capability for multiple IP-VPN's throughout the network.
- 5) If IP-VPN services are utilized, the Vendor shall allow each IP-VPN to communicate within that IP-VPN without leaving the cloud.
- 6) The Vendor shall work with the Commonwealth and stakeholders and enable the continued use of their existing IP addressing scheme if desired.
- 7) Range of network bandwidth requirements and stakeholder offerings:

Ethernet at:

- 50 Mbps
- 100 Mbps
- 1 Gbps

Vendor will provide pricing for any bandwidth requirements not set forth above upon written request of the Commonwealth.

#### **8) Network Service Requirements**

- The Vendor shall provision QoS on all circuits within their service area.
- The Vendor shall provide postalized pricing for services in their service area.
- The Vendor shall have the ability to provide multiple virtual IP-VPNs at remote sites when needed.
- As enhanced communication services become available, the Vendor shall make these services available on this Contract. These services shall meet industry accepted standards for performance and operation and be competitively priced.
- The Vendor must provide separation of stakeholder traffic regardless of connectivity type.

#### **50.28 Node/Hut Facility Access and Utilization Requirements**

If the Commonwealth or stakeholders choose to utilize the NG KIH middle-mile backbone for statewide transport, an appropriate level of access will be granted for the Vendor to make and maintain the connections. Connection and cable standards and neatness shall be enforced by the Commonwealth.

**50.29 Operations Support and Service Level Requirements**

**A. Operations Support and Standards of Promptness Requirements**

The Vendor's network shall be constructed and operated in a manner that is available within the Vendor's service area to all eligible customers or stakeholders.

**B. Vendor Change Management Responsibilities**

A change management process will be developed by the NG KIH governance group. Once the initial deployment and configuration of the Vendor's network is complete, the Vendor shall follow the change management procedures that will be updated to cover the network environment. This policy will describe the responsibilities, policies, and procedures to be followed when making changes or recording events to the network infrastructure.

**C. Vendor Network Monitoring and Reporting Requirements**

The Vendor shall monitor the operation and performance of the network 24x7x365 and to maintain compliance at all times with the technical specifications outlined above and the network connectivity speeds provisioned for each customer location (building, campus, etc.) at all times. The frequency and method for reporting these network service levels to the Commonwealth shall be finalized in a Service Level Agreement (SLA) prior to execution of this Contract.

**D. Service Level and Reporting Requirements**

**1) Network Service Level and Reporting**

Network Service Levels shall be proactively measured and reported. An important issue for the Commonwealth is the measurement and monitoring process. All reports and graphs shall show a rolling twelve (12) month period-of-time.

**i. The Vendor shall provide monthly statistics on the following:**

**a) Peering arrangement aggregation point circuits:**

- 1) Circuit Availability - The vendor shall provide the average monthly availability and utilization.
- 2) The node to NNI aggregate points shall be able to sustain 99.9% availability service.
- 3) Packet loss shall be <0.1%
- 4) Latency shall be 15 ms or less
- 5) Jitter shall be at <1 ms

**b) Last Mile circuits:**

- 1) Circuit Availability - The vendor shall provide the average monthly availability and utilization.
- 2) Remote Circuit Availability shall meet a 99% availability service level average. Periods of not meeting the Latency or Packet Loss Standards above will be considered outages.

**ii. Monthly Reports – additional reports shall include, but are not limited to, the following terms:**

- a) Quantity of repair tickets and average duration by vendor
- b) Cause code of tickets



- c) MTTRestore (Mean Time To Restore) charted in the following categories:
    - 1) <2 Hrs
    - 2) 2-4 Hrs
    - 3) 4-6 Hrs
    - 4) 6-8 Hrs
    - 5) >8 Hrs
  - d) MTTRespond (Mean time to Respond) charted in the following categories:
    - 1) 2-4 Hrs
    - 2) >4 Hrs
  - e) List of all tickets greater than eight (8) hours duration
  - f) Root Cause Analysis of outages of long duration, high impact or by Commonwealth request.
  - g) Report of Network Performance regarding Latency, Packet Loss and Jitter.
  - h) Report on MAC's (Moves, Additions, Changes) detailing total activities, MAC's that did not meet committed install dates and reason for missed install date.
- iii. Repairs
    - a) The Commonwealth shall designate the priority level for repairs and changes
  - iv. QoS Requirements
    - The Vendor shall comply with all QoS requirements.

**IV. Pricing**

See Attachment B for pricing.

**V. Approvals**

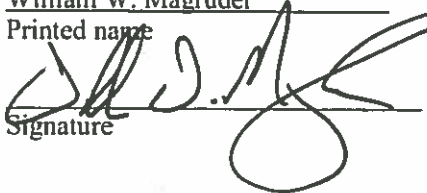
This Contract is subject to the terms and conditions as stated. By executing this Contract, the parties verify that they are authorized to enter into this Contract, that this Contract shall be binding on such party, and that the party accepts the terms of this Contract.

This Contract may be executed electronically in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Contract.

This Contract is invalid until properly approved and executed by the Finance and Administration Cabinet.

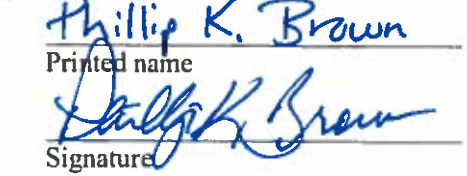
**1st Party:**

**Bluegrass Network LLC as Contracting Agent ("Contractor", "Vendor", or "BGN")**


William W. Magruder Exec. Chairman  
Printed name Title  
 4/20/17  
Signature Date

**2nd Party:**

**Kentucky Communications Network Authority ("the Commonwealth", "Customer" or "KCNA")**

Phillip K. Brown Interim Executive Director  
Printed name Title  
 4/20/2017  
Signature Date

**Approved by the Finance and Administration Cabinet  
Office of Procurement Services**

Joan Graham Executive Director  
Printed name Title  
 4/20/17  
Signature Date

**Attachments**

**ATTACHMENT A – This Document**

**ATTACHMENT B – Pricing**

**ATTACHMENT C – Service Level Agreement (SLA)**

**ATTACHMENT D – The Protection of Personal Information Security and Breach  
Investigation Procedures and Practice Act (KRS 61.931)**

**ATTACHMENT B  
PRICING**

Vendor reserves the right to decline to provide services to those sites in locations it determines cannot be served by Vendor's facilities.

<b>Bandwidth</b>	<b>Price Per Circuit - MRC</b>	<b>Installation Fee - NRC</b>
50 Mbps	\$1,870.22	\$1,250
100 Mbps	\$1,989.60	\$1,250
1000 Mbps	\$4,500.00	\$2,500

During year two (2) through year seven (7) of the Initial Term, Commonwealth shall at all times have, at a minimum, a number of Off-Net Sites shown in **Exhibit 1 of Attachment B** fully active such that the fully active Off-Net Sites generate monthly fees payable to Vendor in an amount that is no less than ninety percent (90.00%) of the total revenue that would be generated if all of the Off-Net Sites shown in **Exhibit 1 of Attachment B** were fully active at all times during years two (2) through seven (7) of the Initial Term (the "Minimum Payment"). The foregoing provision shall be measured on a monthly basis to determine whether Commonwealth is meeting such ninety percent (90.00%) requirement, and in the event that Commonwealth is not satisfying the foregoing requirement, then Commonwealth shall pay to Vendor additional fees such that Vendor receives, during each calendar month, no less than ninety percent (90.00%) of the total revenue that would have been generated if all of the Off-Net Sites shown in **Exhibit 1 of Attachment B** were fully active during such calendar month. Notwithstanding anything to the contrary, the calculation of the Minimum Payment shall be based upon the Off-Net Sites listed on **Exhibit 1 of Attachment B** as of the date of the execution of this Agreement *multiplied by \$1,870.22 multiplied by 90.00%*, which is equal to \$106,041.47 per month.

Customer hereby grants Vendor a right of first refusal to provide managed services required for any additional Off-Net Sites within Vendor's service territory. Pricing for any additional Off-Net Sites will be the same as the off-net solicitation unless costs to serve the additional Sites are substantially different than the costs set forth in the off-net solicitation.

**Exhibit 1 to  
Attachment B**

All Off-Net sites in the following twenty-one (21) counties are to be served by BGN in accordance with this Contract on the terms and conditions set forth therein:

Adair	Green	Monroe
Allen	Hardin	Nelson
Barren	Hart	Russell
Breckinridge	Larue	Taylor
Cumberland	Marion	Washington
Edmonson	Meade	Clinton
Grayson	Metcalf	Casey

The following is a listing of the Off-Net Sites at the time this Contract is executed:

Site ID	Site Category	Updated Site Name	Updated Address City State and Zip	City	County
256	KYTC	Adair County Clerk	424 Public Square, Suite 3, Columbia, KY 42728	Columbia	Adair
314	CHFS	CFC DCBS Adair County - FS/PP	703 Jamestown Street, Columbia, KY 42728	Columbia	Adair
660	KYTC	DOT-DDL Adair Co	201 Campbellsville Street, Suite 1, Adair County Judicial Center, Columbia, KY 42728	Columbia	Adair
786	JUS	JUS KSP AFIS/Adair Co Regional Jail	204 Greensburg Street, Columbia, KY 42728	Columbia	Adair
1179	EEC	NR/EP Columbia Field Office	2751 Campbellsville Road, Columbia, KY 42728	Columbia	Adair
1187	WFD	Kentucky Career Center - Cumberlands (OET/LO/Columbia)	969 Campbellsville Road, Columbia, KY 42728	Columbia	Adair
1197	JUS	OPA Adair County (Public Advocacy)	111 Jamestown Street, Columbia, KY 42728	Columbia	Adair
1252	Revenue	Adair County PVA	424 Public Square, Suite 2, Columbia, KY 42164	Columbia	Adair
1588	Library	Adair County Public Library	307 Greensburg Street, Columbia, KY 42728	Columbia	Adair
260	WFD	Allen County - WFD	201 W Main Street, Scottsville, KY 42164	Scottsville	Allen
847	JUS	JUS KSP AFIS/Scottsville	196 Wood Street, Scottsville, KY 42164	Scottsville	Allen
876	JUS	JUS KSP LINK / Scottsville PD	194 W Wood Drive, Scottsville, KY 42164	Scottsville	Allen
267	JUS	Barren Co KSP LINK	1610 Tomkinsville Road, Glasgow, KY 42141	Glasgow	Barren
788	JUS	JUS KSP AFIS/Barren Co Detention Cntr	200 Samson Street, Glasgow, KY 42141	Glasgow	Barren
921	JUS	JUS KSP LINK/Glasgow PD	201 S Broadway, Glasgow, KY 42141	Glasgow	Barren
1319	TAH	TOU PK/Barren River Lake SRP	1149 State Park Road, Lucas, KY 42156	Lucas	Barren
795	JUS	Breckinridge Co Jail - JUS KSP AFIS/Breckinridge Co Jail	500 Glen Nash Road, Hardinsburg, KY 40143	Hardinsburg	Breckinridge
901	JUS	Breckinridge County Sheriff - JUS KSP LINK	208 S Main Street, Suite 210, Hardinsburg, KY 40143	Hardinsburg	Breckinridge
1062	KYTC	KYTC Resident Engineer - Breckinridge County	6252 S Highway 259, Hardinsburg, KY 40143	Hardinsburg	Breckinridge
1291	Revenue	Breckinridge County PVA	208 South Main Street, Hardinsburg, KY 40143	Hardinsburg	Breckinridge
1066	KYTC	KYTC Casey Co Operations	1090 S Wallace Wilkerson Boulevard, Liberty, KY 42539	Liberty	Casey
629	JUS	DJJ-Albany-Community-Branch	801 Tennessee Rd Hwy 127, Albany, KY 42602	Albany	Clinton

805	JUS	JUS KSP AFIS/Clinton Co Jail	314 Cumberland Street, Albany, KY 42602	Albany	Clinton
1325	TAH	TOU PK/Dale Hollow SRP	6371 State Park Road, Burkesville, KY 42717	Burkesville	Cumberland
1038	JUS	KSP LINK Edmonson Co 911	1755 Hwy 259 N, Brownsville, KY 42210	Brownsville	Edmonson
1072	KYTC	KYTC Edmonson County Maintenance	1839 Ky 259, Brownsville, KY 42210	Brownsville	Edmonson
339	CHFS	CFC DCBS Grayson County - FS/PP	10 Public Square, Leitchfield, KY 42754	Leitchfield	Grayson
813	JUS	JUS KSP AFIS/Grayson Co Jail	320 Shaw Station Road, Leitchfield, KY 42754	Leitchfield	Grayson
922	JUS	JUS KSP LINK/Grayson Co 911	400 Shaw Station Road, Leitchfield, KY 42754	Leitchfield	Grayson
1278	Revenue	Grayson County PVA	10 Public Square, Leitchfield, KY 42754	Leitchfield	Grayson
736	JUS	Greensburg KSP LINK	105 W Hodgenville Road, Greensburg, KY 42743	Greensburg	Green
442	CHFS	CHFS CSHCN Hardin Co	580 Westport Road, Elizabethtown, KY 42701	Elizabethtown	Hardin
648	WFD	WFD OET	916 N Mulberry Street, Elizabethtown, KY 42701	Elizabethtown	Hardin
688	KYTC	Hardin Circuit Clerk	220 FREEDOMS WAY	Radcliff	Hardin
745	KYTC	Hardin Co Weigh Station	I - 65 SB Milepost 90, Elizabethtown, KY 42701	Elizabethtown	Hardin
815	JUS	JUS KSP AFIS/Hardin Co Detention Center	100 Lawson Boulevard, Elizabethtown, KY 42701	Elizabethtown	Hardin
880	JUS	JUS KSP LINK Hardin Co - Radcliff Statewide Wireless Cell Tower, Challenger Tower	291 Johnson Road, Elizabethtown, KY 42701	Elizabethtown	Hardin
913	JUS	JUS KSP LINK/Elizabethtown PD	300 S MULBERRY ST	Elizabethtown	Hardin
1035	JUS	KSP Driver's License/HazMat E-Town	120 East Dixie Avenue, Elizabethtown, KY 42701	Elizabethtown	Hardin
1492	JUS	Elizabethtown KET - WKZT - KEWS Site 30 - KSP Statewide Wireless Data	306 Steel Drive, Elizabethtown, KY 42701	Elizabethtown	Hardin
816	JUS	JUS KSP AFIS/Hart Co Jail	520 AA Whitman Lane, Munfordville, KY 42765 - 520 Fairgrounds Rd	Munfordville	Hart
1351	JUS	KSP/AFIS LINE CGS	209 W High Street, Hodgenville, KY 42748	Hodgenville	Larue
783	JUS	JUS KSP AFIS / Marion County Detention Center	201 Warehouse Road, Lebanon, KY 40033	Lebanon	Marion
935	JUS	JUS KSP LINK/Lebanon PD	115 S PROCTOR KNOTT	Lebanon	Marion
566	KYTC	DDL AVIS Meade Co	516 Hillcrest Drive, Brandenburg, KY 40108	Brandenburg	Meade
947	JUS	JUS KSP LINK/Meade Co Sheriff	516 Hillcrest Drive, #16, Brandenburg, KY 40108	Brandenburg	Meade
1150	KYTC	Meade County Circuit Clerk	516 Hillcrest Drive, Brandenburg, KY 40108 - 516 Fairway Drive	Brandenburg	Meade
1080	KYTC	KYTC Metcalf County Maintenance Facility	2867 Glasgow Road, Edmonton, KY 42129	Edmonton	Metcalf
832	JUS	JUS KSP AFIS/Monroe Co Detention Center	204 N Crawford Street, Tompkinsville, KY 42167	Tompkinsville	Monroe
836	JUS	JUS KSP AFIS/NELSON CO JAIL	810 W Stephen Foster Avenue, Bardstown, KY 40004	Bardstown	Nelson
896	JUS	JUS KSP LINK/Bardstown PD	214 Nelson Co Plaza, Bardstown, KY 40004	Bardstown	Nelson
467	CHFS	CHFS DCBS Russell County	100 S Main Street, Bates Building, Jamestown, KY 42629	Jamestown	Russell
556	KYTC	Russell County Clerk	410 Monument Square, Jamestown, KY 42629	Jamestown	Russell
928	JUS	JUS KSP LINK/JAMESTOWN 911	108 Ferco Way	Jamestown	Russell

1008	JUS	JUS/LINK/KSP/AFIS RUSSELL CO	228 Brian Walters Road, Russell Springs, KY 42642	Russell Springs	Russell
1300	KYTC	Russell County Circuit Clerk	202 Monument Square, Jamestown, KY 42629	Jamestown	Russell
1334	TAH	TOU PK/Lake Cumberland SRP	5465 State Park Road, Jamestown, KY 42629	Jamestown	Russell
1690	Library	Russell County Public Library	94 North Main Street, Jamestown, KY 42629	Jamestown	Russell
905	JUS	JUS KSP LINK/Campbellsville PD	125 W 1st Street, Campbellsville, KY 42718	Campbellsville	Taylor
1092	KYTC	KYTC Resident Engineer - Taylor County	156 Gaines Drive, Campbellsville, KY 42718	Campbellsville	Taylor
1313	JUS	Taylor Co KSP/AFIS	120 S Central Avenue, Campbellsville, KY 42718	Campbellsville	Taylor
964	JUS	JUS KSP LINK/SPRINGFIELD PD	150 Depot Street, Springfield, KY 40069	Springfield	Washington
1355	WFD	Washington County WFD OET	117 Cross Main Street, Springfield, KY 40069	Springfield	Washington

Commonwealth can make reasonable adjustments to this list by adding, deleting or the moving of circuits; *provided, however*, that any deletion will not affect the Minimum Payment.



**Exhibit 2 to  
Attachment B**

Vendor may be able to provide services under this Agreement for the following Off-Net Sites, but the Off-Net Sites set forth in this Exhibit 2 to Attachment B may require additional information or construction in order for the services to be provided with respect to the following Off-Net Sites:

Site ID	Site Category	Updated Site Name	Updated Address City State and Zip	City	County
744	WFD	Hardin Co DES (Education)	1109C Spearhead Drive, ASAP Bldg, Fort Knox, KY	Fort Knox	Hardin
918	JUS	JUS KSP LINK/FORT KNOX	298 Gold Vault Rd	Fort Knox	Hardin
1573	KEWS	SILVERMINE		Sonora	Hardin
1340	TAH	TOU PK/ROUGH RIVER DAM State Park	450 Lodge Road, Falls of Rough, KY 40119	Falls of Rough	Grayson
1568	KEWS	SAND KNOB		Liberty	Casey
1367	WFD	WFD DES CASEY CO	3609 N US 127, Liberty, KY 42539	Liberty	Casey
1336	TAH	TOU PK/Nolin Lake State Park	2135 Natural Bridge Road, Mammoth Cave, KY 42259	Mammoth Cave	Edmonson
1486	JUS	Dawes Hill - KEWS Site 65 - KSP/STATEWIDE WIRELESS DATA	120 Tower Road, Brownsville, KY 42210 (or Silent Grove Road per State List)	Brownsville	Edmonson
536	KYTC	Clinton County Transportation	225 Angular Street, Albany, KY 42602	Albany	Clinton
861	JUS	JUS KSP LINK - Albany Lookout Tower Statewide Wireless - WNBQ	1000 WSW Lookout Tower on Hwy 696, Albany, KY 42602	Albany	Clinton
1006	JUS	JUS/KSP/AFIS CLINTON	55 Highway 51 N, Albany, KY 42602	Albany	Clinton
1484	KEWS	Columbia KSP Post 15 - KEWS Site 15-1	1118 Jamestown Street, Columbia, KY 42728	Columbia	Adair
1563	KEWS	Purdy - Kews Site #18	98 Tower Road, Columbia, KY 42728	Columbia	Adair
1569	KEWS	KEWS Site #3-9 - Scottsville	1881 Pleasantfield Road, Scottsville, KY 42164	Scottsville	Allen
1510	KEWS	Hudson - KEWS Site 4-3	169 Fire Tower Road, Hudson, KY 40145	Hudson	Breckinridge
1552	KEWS	KEWS Site# 28 - Persimmon	548 Persimmon Flats Road, Cloverport, KY 40111	Cloverport	Breckinridge
1496	KEWS	Forest Cottage - KEWS Site 15-9	12190 KY 1880 @ Ky 379, Burkesville, KY 42717	Burkesville	Cumberland
1494	KEWS	Elizabethtown Armory - KEWS Site D-5	207 West Warfield, Elizabethtown, KY 42701	Elizabethtown	Hardin
1508	KEWS	Horse Cave - KEWS Site 52	Vial Knob Road, Horse Cave, KY 42749	Horse Cave	Hart
1491	KEWS	Ekron - KEWS Site 29	11294 Stringtown Road, Guston, KY 40142	Guston	Meade
1517	KEWS	KEWS Site# 19 - Keltner Mell	4169 1/2 Keltner Road, Edmonton, KY 42129	Edmonton	Metcalfe
1580	KEWS	KEWS Site #15-8 - Tompkinsville	202 Armory road, Tompkinsville, KY 42167	Tompkinsville	Monroe

In the event that Commonwealth desires for services to be provided for these Off-Net Sites, Commonwealth shall be responsible for providing such additional information and paying such additional construction charges to Vendor as may be necessary for Vendor to provide services with respect to these Off-Net Sites.

**ATTACHMENT C  
MANAGED SERVICES – SERVICE LEVEL AGREEMENT (SLA)**

**MANAGEMENT & MONITORING:** The network must be monitored by the Vendor's Network Operations Center (NOC), which must be staffed and operated three hundred and sixty-five (365) days per year, twenty-four (24) hours a day, and seven (7) days a week. Physical location of personnel will be at Vendor's sole discretion. The Commonwealth desires to have timely access to bandwidth utilization reports.

**Repair Protocol**

The Vendor shall repair any site that is reported within eight (8) hours after a trouble ticket is opened; *provided, however*, that Vendor shall not be liable for not repairing any site within eight (8) hours after a trouble ticket is opened if the Commonwealth has not made the site available to the Vendor or the Vendor is unable to access such site for a continuous eight (8) hour period from the time such trouble ticket is opened. If the site's reported condition remains for more than eight (8) hours after a trouble ticket has been opened and Vendor has been given no less than eight (8) hours of continuous access, the Vendor will credit the Commonwealth's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for the service at the reported site. An additional credit of one-thirtieth (1/30) of the applicable monthly charge for the service at the reported site will apply for each additional eight (8) hour period that the reported condition continues. The total amount of all credits for any one (1) site will not exceed the monthly site charge. Should a site have more than three (3) reported trouble conditions within a thirty (30) day rolling period, the Vendor will credit the Commonwealth a full month's charges.

Performance standards of the Vendor's managed service network are as follows:

**Repair Times**

- **Mean time to respond:** Two (2) hours or less maintained at ninety-five percent (95%) for each thirty (30) calendar day period
- **Mean time to restore:** Eight (8) hours or less maintained at eighty percent (80%) for each thirty (30) day calendar period

Response time shall mean that Vendor has contacted the Commonwealth's designated contact and is beginning to take action to resolve the issue.

Restore time shall mean that the Vendor has corrected the reported condition and communication is made to the Commonwealth's designated contact; *provided, however*, that Vendor shall solely be responsible for correcting any reported condition with Vendor's own network, and the site shall be deemed restored at the time during which site traffic is no longer prevented as a result of a failure in Vendor's own network up to the point of demarcation.

### **Service Level Performance Reporting**

At a minimum, the Vendor shall provide monthly performance reports no later than the second Monday of each month. The Commonwealth desires access to a web portal that offers circuit health statistics and performance reports.

### **Maintenance Window**

The Vendor shall perform routine maintenance according to the following site prioritization:

- Top Priority - Only on Sundays from 12:00 a.m. to 6:00 a.m.
- Medium Priority – Any night, agreed upon by both parties, from 12:00 a.m. to 6:00 a.m.
- Low Priority – During non-business hours.
- Any level Priority – Anytime with consent of Commonwealth.

### **Provisioning Protocol**

Upon receipt of a service provisioning request from the Commonwealth's designated contact, the Vendor shall acknowledge receipt of the request within twenty-four (24) hours. Provisioning of new site locations shall be completed within no more than thirty (30) calendar days of the request. For new site location provisioning requests that exceed thirty (30) calendar days, the Vendor shall waive the first month's charges. Exceptions to the provisioning protocol will be for those provisioning requests that will require new plant construction, as negotiated by both parties in good faith.

Provisioning modifications to existing site locations shall be completed within five (5) business days from the provisioning request. For existing site location provisioning requests that exceed five (5) business days, the Vendor shall waive the first month's charges.

**ATTACHMENT D  
PERSONAL INFORMATION SECURITY AND BREACH INVESTIGATION PROCEDURES  
AND PRACTICES ACT (KRS 61.931, ET SEQ.)**

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The Vendor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The Vendor shall promptly notify as soon as possible (but not to exceed seventy-two (72) hours after the determination or knowledge of a breach) the contracting agency, the Office of Procurement Services, the Commonwealth Office of Technology and the NG-KIH Program Office of a determination or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the Vendor abides by the requirements set forth in that exception.

The Vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach in the event that the Vendor's negligence or willful misconduct was responsible for such security breach.

In accordance with KRS 61.932(2)(a), the Vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology as set forth at the following URL as of the date of this Contract:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

