**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 758 2100000426

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>9/18/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date:</td>
<td>9/17/21</td>
</tr>
</tbody>
</table>

**Cited Authority:** Competitive Negotiations

<table>
<thead>
<tr>
<th>Record Date:</th>
<th>9/18/20</th>
</tr>
</thead>
</table>

**Document Description:** KDE Last Mile- RFP 758 2100000061

**Procurement Folder:** 508705

**Procurement Type:** Computer Services

**Version Number:** 1

---

**CONTACT INFORMATION**

**ISSUER:**
Stacy Blank
502-564-2294
Stacy.Blank@ky.gov

---

**VENDOR INFORMATION**

**Name /Address:** KY0031275: EAST KENTUCKY NETWORK LLC

DBA: Appalachian Wireless

101 TECHNOLOGY TRAIL

IVEL KY 41642

**Contact:**

MICHAEL HUFFMAN
606-874-7550
mhuffman@ekn.com

---

**COMMODITY / SERVICE INFORMATION**

<table>
<thead>
<tr>
<th>Line</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Service Amount</th>
<th>Service From</th>
<th>Service To</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.00000</td>
<td>EA</td>
<td>$0.00000</td>
<td>$0.00000</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**KDE Last Mile - Monthly Charge - Wireless Access/Solutions**

**Extended Description:**

KDE Last Mile - Monthly Charge - Wireless Access/Solutions

$10.00, plus applicable taxes, fees, and surcharges (estimated to be a total of $13.28)

**Service Description:** Appalachian Wireless is offering unlimited data on a hotspot device that is locked to the MAC address of the student's school-issued device by the school district. Appalachian Wireless reserves the right to address excessive or abusive usage on a case-by-case basis in consultation with the school district. Data usage under the threshold of 25GB per month is presumptively not excessive. Throttling would only be employed as a last resort after consultation with the school and exploring other mutually acceptable measures to manage data usage. *Taxes, fees, and surcharges are estimates only and are subject to change.

**Hardware Description:** Standalone Hotspot Device: MiFi 8000 device Full color 2.4" hours of battery life on a single charge (varies according to number of devices connected and level of activity)

Wall charger, USB Cable, Removable Lithium Ion Battery, Quick Start Guide. Depending on price and availability, other comparable devices may be substituted in Appalachian Wireless discretion. Devices may be new or used/refurbished. Hardware must be returned at the end of the service term. If hardware is lost or not returned, there will be a charge up to the original price of the hardware.
See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.
ATTACHMENT A

CONTRACT

FOR

Last Mile Wired & Wireless Internet for KY K-12 Students

BETWEEN

THE COMMONWEALTH OF KENTUCKY

FINANCE AND ADMINISTRATION CABINET

ON BEHALF OF

KENTUCKY DEPARTMENT OF EDUCATION (KDE)

AND

East Kentucky Network, LLC d/b/a Appalachian Wireless

MA 758 2100000426

VENDOR CONTACT INFORMATION:

C. Michael Huffman
101 Technology Trail
Ivel, KY 41642
mhuffman@ekn.com
606.339.1164

*

This Master Agreement ("Contract", "Award" or "Agreement") is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Education, ("the Commonwealth" or "Customer" or "KDE") and East Kentucky Network, LLC d/b/a Appalachian Wireless, ("Contractor" or "Vendor" or "Appalachian Wireless") as the Prime Vendor.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract
The purpose of this Contract is for multiple vendors to provide Kentucky K-12 students last mile wireless internet and last mile wired monthly services for KY K-12 students in 171 Kentucky Public School Districts and Kentucky School of Blind (KSB) and Kentucky School of Deaf (KSD) that currently don’t have last mile Internet service for school related work and activities. East Kentucky Network, LLC d/b/a Appalachian Wireless will be providing last mile wireless internet services.
II. Intentionally Left Blank

III. Terms and Conditions

SECTION 30 – INTENTIONALLY LEFT BLANK

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 https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx 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 the Solicitation RFP 758 2100000061, 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. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation RFP 758 2100000061;
4. The Solicitation RFP 758 2100000061 and all attachments
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation RFP 758 2100000061;
7. The Contractor's proposal in response to the Solicitation RFP 758 2100000061.

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
This Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior 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** for the elements listed.

40.6 **Contract Usage**
The contractual agreement with the selected vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this Contract. 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.

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 consent 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.

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 this 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**
The Commonwealth may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

40.10 **Contract Conformance**
If the Commonwealth Buyer determines that deliverables due under this Contract are not in conformance with the terms and conditions of this Contract and the mutually agreed-upon project plan, the Buyer may request the Contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

40.11 **Assignment**
The Contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

40.12 **Payment**
The KDE School Districts 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 successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person 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 the Contractor shall take any action that, if done by the Contractor, would constitute a breach of this agreement, 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. The Contractor shall reimburse the Commonwealth for its loss or damage, 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 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.

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

The Contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

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 it uses with its 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. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees, and any subcontractor employees, 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 in 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 as defined above, through no act of the contractor.
40.18 **Advertising Award**
The Contractor shall not refer to the award of 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. (see Section 50.4)

40.19 **Patent or Copyright Infringement**
The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.

The Contractor shall have no liability for any infringement based upon:

A. the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor
B. the modification of such product or part unless such modification
   was made by the Contractor
C. the use of such product or part in a manner for which it was not
designed

40.20 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.

40.21 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.


40.22 Provisions for Termination of the Contract
This Contract shall be subject to the termination provisions set forth in 200 KAR
5:312.

40.23 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 determined by the Commonwealth.
40.24 Conformance with Commonwealth & Federal Laws/Regulations
This Contract shall be governed by and construed in accordance with the
laws of the Commonwealth of Kentucky. Any action brought against the
Commonwealth on this Contract, including but not limited to actions either
for breach of contract or for enforcement of this Contract, shall be brought
in Franklin Circuit Court, Franklin County, Kentucky in accordance with
KRS 45A.245.

40.25 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
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 resolve any complaint regarding accessibility
of its products or services which is brought to its attention.

40.26 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS
45A.695, “Access to Contractor’s books, documents, papers, records, or other
evidence directly pertinent to the contract.” The Contractor, as defined in KRS
45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other
prequalification information confidentially disclosed as part of the bid process shall
not be deemed as directly pertinent to the agreement and shall be exempt from
disclosure as provided in KRS 61.878(1)(c).

40.27 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 this Contract, no person, including any subcontractor, having any such interest shall be employed.

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 or indirect, in the contract prior to the completion of the Contract.

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 offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

40.29 **Intentionally Left Blank**

40.30 **Contract Claims**

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

40.31 **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 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 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 a 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.

SECTION 50 – SCOPE OF WORK

50.1 **Agencies to Be Served**
This Contract shall be for use by all KY Public School Districts, The KY School for the Blind, The KY School for the Deaf and the **KY DEPARTMENT OF EDUCATION**. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

50.2 **Term of Contract and Renewal Options**
The initial term of this Contract shall be for a period of **one (1) year** from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial contract period for **four (4) additional one (1) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 40.8.

50.3 **Basis of Price Revisions**
PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by this Contract shall remain firm for the contract period subject to the following:

A. **Price Increases**: A price increase shall not occur during the first twelve (12) months of this Contract. A vendor may request a price increase after twelve (12) months of this Contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the Contract prices, until a new contract can be established (usually within sixty (60) days).
B. Price Decreases: The Contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C. Extended Contract Periods: If the Contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

50.4 Notices
All programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s):

Agency Technical Contact
Melissa Moore
KY Department of Education
300 Sower Boulevard, 4th Floor
Frankfort, KY 40601
(502) 564-2020 x 2438
Melissa.Moore@education.ky.gov

All communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

Commonwealth Buyer:
Stacy Blank, CPPO, CPPB
Division Director
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096
FRANKFORT KY 40601
(502) 226-0383
Fax: (502) 564-6013
Stacy.Blank@ky.gov

50.5 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.

50.6 Scope of Work/Technical Requirements

A. Internet access for students that currently have no away-from-school Internet.  
   i) Access MUST fundamentally be based on the KY K-12 student. This service is not for the non-KY K-12 students in the home.  
      1. Districts will determine the eligible students that need and are provided a last mile Internet service with the $8M in funds.  
      2. Districts will pay the vendor directly for this service.  
      3. In homes with more than one K-12 student without Internet access, it must be possible for students to access Internet without being in the same place (individual hotspots)  
      4. Each eligible K-12 student needs to be provided as close as possible bandwidth of 25 Mbps down (to student from Internet) and 3 Mbps up (from student to Internet) – based on current FCC definition of broadband  
      5. If the student is participating in schoolwork at another location than their actual home (such as a grandparent’s home), the student’s parent/guardian SHALL be able to request the Internet service be provided at that location instead of the actual home.

   ii. KDE desires service to be onsite and no data caps.

   iii. Providers should work with local school districts with configuring the wireless hotspot to integrate with the district’s Internet content filtering service to ensure that all access to the Internet through the device is properly filtered for student safety.

   iv. Providers SHALL provide a solution that provide Wi-Fi connectivity and include necessary on-premise equipment and service (hotspot device or similar equipment for other solutions) as well as last-mile connectivity at no cost.

   v. KDE desires that Providers configure the Internet service to only allow access to the Internet for eligible students’ for solutions that use a standalone hotspot device.
vi. Vendor should submit invoices monthly, quarterly, or annually and will be paid by each individual local school district.

vii. The providers should work with local school districts to request Internet service for the eligible student(s), collecting only the minimum data necessary to provide service.

viii. Vendor or subcontractor SHALL provide end-user support for Internet connectivity to the student on par with support provided to the local school districts point of contact.

ix. Provider should minimize throttling or deprioritization of bandwidth during peak school hours for the particular district (7:30 a.m. to 4:00 p.m.)

x. Providers should allow districts to leverage the statewide pricing for purchasing of additional units of any funding source.

xi. Providers should allow districts to leverage pricing for current or existing contracts that have been entered since Covid-19 pandemic began. (March 13, 2020)

• The Commonwealth agrees to the following:
  o The districts will determine the eligibility of the students to receive the service.
  o Provide flexibility for districts in deciding which provider(s) they wish to utilize.

B. Categories
The following categories shall be established for Last Mile K-12 Wireless Internet Access Hardware and Services:

Appalachian Wireless will be providing Wireless Access/Solutions (standalone hotspot device)

<table>
<thead>
<tr>
<th>Products/Services Solutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wireless Access (standalone hotspot device)</td>
</tr>
</tbody>
</table>

C. Single Point of Contact
It is crucial to have a dedicated account team. This working partnership affords the vendor insight into how K-12 public school districts operate. Vendor should provide an account team that includes, but is not limited to,
a sales account representative that is also the Single Point of Contact (SPOC), and a post-sales support level staff to serve the needs of the K-12 Local School Districts customers. Vendor shall name a person that will be the single point of contact (SPOC) for contract issues.

Darlene Howell, Customer Relations Director
101 Technology Trail
Ivel, Kentucky 41642
dhowell@ekn.com
Office: (606) 339-1127
Mobile: (606) 794-0575
Fax: (606) 477-0575

Vendor shall ensure that this person and all salespersons of their product will be knowledgeable in:

- The local public school district

Upon contract award, Vendor shall provide a description of a copy of procedures for requesting escalation, complaint resolution and identify the staff available for hardware, wireless internet service and billing problems, etc.

D. Deliveries/Return
Vendors SHALL provide a detailed bill of sale of equipment and services delivered. Delivery is defined as the district's receipt of goods and completion of installation or services if required. Vendor should provide procedures for return of hardware at the end of the term of service.

E. Warranty
Vendors should provide and maintain modern equipment that ensures service to the same standards as other residential customers.

F. Pricing
1. Pricing: Equitable pricing shall be offered to all KY Public School Districts, KSB, and KSD that are located within the vendor's service territory. The vendor shall provide on-site support to every local school district within the vendor's service territory with the same timelines and costs with no exceptions for location.

2. Pricing. The goal is to provide monthly or annual service $10 per month (internet service, exclusive of taxes and fees)
3. Payments to vendors and technical support for students internet service and hardware SHALL go through each local school district's point of contact with respect to the use of the last mile wireless and last mile wired Internet monthly services and hotspots (device) and service.

G. Security
Vendors should ensure personal information of students shall be secured.
IV. Pricing
Description (price includes all products, services, and associated cost to provide the monthly service)

<table>
<thead>
<tr>
<th>Monthly Charge - Wireless Access (standalone hotspot device)</th>
<th>Monthly Amount</th>
<th>Monthly X 12 months</th>
<th>One Time Annual Payment Option</th>
<th>Description of Products &amp; Services to be Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Charge – Wireless Access (standalone hotspot device)</td>
<td>$10.00 plus applicable taxes, fees and surcharges (estimated to be a total of $13.28)</td>
<td>$159.36</td>
<td>$159.36</td>
<td>Service Description: see below</td>
</tr>
</tbody>
</table>

Service Description: Appalachian Wireless is offering unlimited data on a hotspot device that is locked to the MAC address of the student’s school-issued device by the school district. Appalachian Wireless reserves the right to address excessive or abusive usage on a case-by-case basis in consultation with the school district. Data usage under the threshold of 25GB per month is presumptively not excessive. Throttling would only be employed as a last resort after consultation with the school and exploring other mutually acceptable measures to manage data usage.

* Taxes, fees, and surcharges are estimates only and are subject to change.

Hardware Description: Standalone Hotspot Device:
- MiFi 8000 device
- Full-color 2.4” touch screen display
- Up to 24 hours of battery life on a single charge (varies according to number of devices connected and level of activity)
- Wall charger
- USB Cable
- Removable Lithium Ion Battery
- Quick Start Guide.

Depending on price and availability, other comparable devices may be substituted in Appalachian Wireless’ discretion. Devices may be new or used/refurbished. Hardware must be returned at the end of the service term. If hardware is lost or not returned, there will be a charge up to the original price of the hardware.
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 bind this agreement and that they accept the terms of this agreement.

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: Kentucky Department of Education, ("the Commonwealth" or "Customer" or "KDE")

Karen Wirth
Printed name
Karen Wirth
Signature

Director
Title
9/18/2020
Date

2nd Party: East Kentucky Network, LLC d/b/a Appalachian Wireless as Contracting Agent ("Contractor" or "Vendor" or "Appalachian Wireless")

W. A. Gillum
Printed name
W. A. Gillum
Signature

CEO/General Manager
Title
09/15/2020
Date

Approved by the Finance and Administration Cabinet
Office of Procurement Services

Joan Graham
Printed name
Joan Graham
Signature

Executive Director
Title
9/18/2020
Date

Attachments
Attachment A – This document
Attachment B – Omitted Intentionally
Attachment C – Omitted Intentionally
Attachments
Attachment A – This document
Attachment B – Omitted Intentionally
Attachment C – Omitted Intentionally
Attachment D – Omitted Intentionally
Attachment E - The Protection of Personal Information Security and Breach Investigation Procedures and Practice Act (KRS 61.931)
Attachment F – Omitted Intentionally
Attachment G – Omitted Intentionally
Attachment H – Omitted Intentionally
ATTACHMENT E
Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

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


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 immediately notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Office of Procurement Services, the Commonwealth Office of Technology and the NG-KIH Program Office of a determination of 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 that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.
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 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: