

West Chester Area School District



**REQUEST FOR PROPOSALS
SPECIFICATION FOR
Leased Lit Fiber Service or Equivalent Technology
Leased Dark Fiber Service or Equivalent Technology
For Wide Area Network Transport Service
Network Equipment
E-Rate 470 #260011051**

Issue Date: December 31, 2025
Response Deadline: February 24, 2026 - 12:00 PM EDT

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1 OVERVIEW OF REQUEST FOR PROPOSAL PROCESS AND PROCEDURE

1.1 Issuing Organization

The West Chester Area School District (WCASD) serves a 75-square-mile suburban, urban, and rural region in central Chester County, Pennsylvania known for its many diversified businesses and beautiful historic countryside. The District is comprised of West Chester Borough and the surrounding townships of East Goshen, West Goshen, East Bradford, West Whiteland, Westtown, and Thornbury in Chester County, as well as Thornbury Township in Delaware County. The District includes seventeen schools, a transitional house, a facilities and operations center, and an administration building. The district employs approximately 2,200 employees and services approximately 12,000 students.

WCASD's current WAN services contract expires 6/30/2026 and seeks to redesign its current WAN topology to provide more resiliency to the existing topology.

The District is aware that vendors may propose various solutions with different cost amounts associated with implementation and recurring costs.

The District currently has a bus fiber network and although fiber breaks and other service disruptions have been rare, when they do occur, they happen early in the fiber run causing connectivity issues to the majority of our schools.

The District seeks to enter into multi-year agreements with voluntary extension options for leased lit fiber or leased dark fiber service/IRU transport service to interconnect district owned buildings in a wide area network.

WCASD intends to apply for discounts on the services listed in this RFP through the federal E-Rate Program. Several criteria and restrictions to the E-Rate program are included herein and must be met by the successful vendor for the proposal to be considered a qualified proposal

1.2 Administration of this RFP

WCASD is the responsible organization for administering this RFP. The issuing officer is:

John Scully

Director of Business Affairs

West Chester Area School District

Spellman Education Center

782 Springdale Drive, Exton, PA 19341

Telephone: 484-266-1014

1.3 Point of Contact

John McGowan

Director of Technology

West Chester Area School District

Spellman Education Center

782 Springdale Drive, Exton, PA 19341

Telephone: 484-266-1050

Email Address: WCASD-ERATE@wcasd.net

1.4 RFP Documents

- 1.4.1. Specification for Wide Area Network Transport Service (This Document)
- 1.4.2. Appendix A – Cost Evaluation
- 1.4.3. Appendix B – Special Construction Technical Specifications
- 1.4.4. Appendix C – Non-Collusion Affidavit
- 1.4.5. Appendix D – Proposal Cover Sheet
- 1.4.6. Appendix E – Compliance Agreements
- 1.4.7. Appendix F – WCASD Current WAN Fiber Paths

1.5 Access to RFP Documents

The RFP Documents are available online at the E-Rate Form 470 website and may be retrieved as follows:

Make the following selections:

Funding Year: 2026

Starting Posting Date: 12/31/2025

Ending Posting Date: 02/24/2026

RFP Applicant Type: School District

Applicant State: Pennsylvania

Applicant Billed Entity Number: 126213

Service Type: All Service Types

Form Version: Current

Export: Select preferred option – XLS

Interested Vendors are required to monitor this site to obtain any updates about this procurement. The Form 470 report generated from the search parameters described above has hyperlinks to the Form 470 application and the RFP documents. The date that the RFP document was uploaded is provided in Column I. This will inform interested bidders whether there are subsequent documents uploaded regarding the RFP. The procurement documents also will be posted on the District's web site (Bids/RFPs | West Chester Area School District), as a courtesy. The official repository for all RFP documents is the E-rate Form 470 web site.

1.6 Communications Regarding this Procurement

Email to the Point of Contact is the required and only permissible means of communication of any kind, including questions or comments, about this RFP. The email address is WCASD-ERATE@wcasd.net. It is important that interested bidders notify the Point of Contact of their potential interest in this procurement at their earliest opportunity by sending an email to WCASD-ERATE@wcasd.net. The Vendor's email address will become part of an email distribution list for communications from the District about important RFP-related items, including answers to Vendor inquiries, and any clarifications issued about this RFP. This email distribution list is a courtesy and not the official means of notifying bidders of updates. The official repository for all RFP documents is in the E-rate portal where the Form 470 is filed.

1.7 Scope of Services

This Request for Proposal ("RFP") seeks to procure the following services and any necessary equipment:

- 1.7.1 Leased lit fiber transport service (or equivalent technology) for wide area network.
 - 1.7.1.1 Option 1A – Fiber paths match closely to WCASD's current WAN topology back to the Administration Building
 - 1.7.1.2 Option 1B – Fiber paths provide more resiliency through a cost-effective topology that geographically clusters elementary schools back to one of the following cluster points:
 - B. Reed Henderson High School
 - Bayard Rustin High School
 - West Chester East High School
 - E. N. Peirce Middle School
 - G. A. Stetson Middle Schooland provide a primary and secondary path back to the administration building from the chosen cluster point.
- 1.7.2 Leased dark fiber transport service as an alternative to leased lit fiber for wide area network.
 - 1.7.2.1 Option 2A – Fiber paths match closely to WCASD's current WAN topology back to the Administration Building
 - 1.7.2.2 Option 2B – Fiber paths provide more resiliency through a cost-effective topology that geographically clusters elementary schools back to one of the following cluster points:
 - B. Reed Henderson High School
 - Bayard Rustin High School
 - West Chester East High School
 - E. N. Peirce Middle School
 - G. A. Stetson Middle Schooland provide a primary and secondary path back to the administration building from the chosen cluster point.
- 1.7.3 Maintenance and operation of leased dark fiber service.
 - 1.7.3.1 Option 2A
 - 1.7.3.2 Option 2B

1.8 Detailed technical requirements for the RFP are contained in Section 2.

1.9 E-rate

WCASD intends to apply for discounts on the services and facilities listed in this RFP that are used to deliver services to eligible schools through the Federal Universal Service Support Mechanism for Schools and Libraries, commonly known as "E-rate". The vendor(s) must be familiar with and must agree to comply with the E-Rate program rules, including the E-rate deadlines, information requirements, and all regulatory requirements.

1.10 Estimated Timeline for the RFP (Subject to Revision)

Action	Date
Form 470 and RFP Issuance	12/31/2025
Optional Pre-Bid Conference	1/7/2026
Deadline to Request a Site Visit	1/9/2026
Site Visits	1/12/2026 & 1/13/2026
Deadline for Vendor Questions	1/23/2026
Responses to Vendor Questions Provided	1/27/2026
RFP Deadline (28 days from responses to vendor questions)	2/24/2026
Vendor Meeting to Review Proposals (virtual)	2/26/2026
Issue Clarifying Questions to Vendors	2/27/2026
Deadline for Vendor's Responses to Clarifying Questions	3/2/2026
Solicitor Review and Negotiation of language	3/3/2026
Submission of Final Contract Signed by Vendor	3/5/2026
Committee Presentation (if necessary)	3/16/2026
Board Approval	3/23/2026
WCASD to Sign Contract	3/24/2026
Commencement of Service	7/1/2026

This timeline sets forth the proposed schedule to the best of WCASD's ability based on the facts and circumstances that are known at this time. This timeline is subject to revision and modification as the need may arise. Any revisions and modifications to the schedule will be posted in the E-rate Form 470 portal and emailed to any vendor who emails WCASD-ERATE@wcasd.net.

1.11 Questions about Request for Proposal

Bidders are encouraged to submit their questions via email to the Point of Contact at their earliest convenience. The deadline for submission of inquiries is prescribed in Section 1.10 and answers will be posted to the E-Rate Form 470 web site and emailed to all interested bidders on the email distribution list compiled in Section 1.6.

1.12 Pre-Bid Conference

A pre-bid conference for potential bidders is scheduled for the date identified in Section 1.10. Attendance is encouraged but not mandated. Interested Vendors are required to email the Point of Contact for information about how to access the pre-bid conference. WCASD will try to record the pre-bid conference for later viewing by interested Vendors.

1.13 Site Walkthrough Visits

WCASD seeks to ensure that all bidders have access to all required information necessary to prepare thoughtful, comprehensive and knowledgeable proposals. Vendors interested in scheduling a site visit must request a site visit by contacting the point of contact WCASD-ERATE@wcasd.net. The make-ready costs of preparing all buildings must be incorporated into each Vendor's proposal price. Each Vendor bears the risk of incurring all costs that may not be incorporated into their price proposal due to their decision to not perform a Site Walkthrough visit.

If prospective vendors are unable to comply with the deadline for requesting a site visit, WCASD will attempt to accommodate later site visit requests but cannot guarantee or make any commitment to honor such requests.

Vendors and subcontractors shall not visit any building unannounced and will be denied entry without prior written arrangements and scheduling with the Point of Contact.

1.14 Locations of Work

All work to be done under these BID DOCUMENTS is located at:

- 1.14.1 **Administration Building**
Spellman Education Center
782 Springdale Drive, Exton PA 19341
- 1.14.2 **District Facilities and Operations Center**
1181 McDermott Drive, West Chester, PA 19380
- 1.14.3 **East Bradford Elementary School**
820 Frank Road, West Chester, PA 19380
- 1.14.4 **East Goshen Elementary School**
800 North Chester Road, West Chester, PA 19380
- 1.14.5 **Exton Elementary School**
301 Hendricks Avenue, Exton, PA 19341
- 1.14.6 **Fern Hill Elementary School**
915 Lincoln Avenue, West Chester, PA 19380
- 1.14.7 **Glen Acres Elementary School**
1150 Delancey Place, West Chester, PA 19380
- 1.14.8 **Greystone Elementary School**
1195 Aram Avenue, West Chester, PA 19380
- 1.14.9 **Hillsdale Elementary School**
725 West Market Street, West Chester, PA 19380
- 1.14.10 **Mary C. Howse Elementary School**
641 West Boot Road, West Chester, PA 19380
- 1.14.11 **Penn Wood Elementary School**
1470 Johnny's Way, West Chester, PA 19382
- 1.14.12 **Sarah W. Starkweather Elementary School**
1050 Wilmington Pike, West Chester, PA 19382
- 1.14.13 **Westtown-Thornbury Elementary School**
750 Westbourne Road, West Chester, PA 19382
- 1.14.14 **J.R. Fugett Middle School**
500 Ellis Lane, West Chester, PA 19380
- 1.14.15 **E.N. Peirce Middle School**
1314 Burke Road, West Chester, PA 19380
- 1.14.16 **G.A. Stetson Middle School**
1060 Wilmington Pike, West Chester, PA 19382

- 1.14.17 **West Chester East High School**
450 Ellis Lane, West Chester, PA 19380
- 1.14.18 **B. Reed Henderson High School**
400 Montgomery Avenue, West Chester, PA 19380
- 1.14.19 **Bayard Rustin High School**
1100 Shiloh Road, West Chester, PA 19382

1.15 Deadline and Format of Proposals

A complete electronic proposal including all appendices, exhibits and/or attachments must be emailed and received by the deadline set forth in Section 1.10 to WCASD-ERATE@wcasd.net. Please note that the Appendix A, Price Template must be submitted in Excel Format, with no password protection as part of the electronic proposal.

1.15.1 Hard Paper Proposal

One original proposal signed by an authorized representative (complete with all exhibits and attachments in the prescribed format) must be received at WCASD at the following address marked with the following information, by the date and time specified in Section 1.10.

John McGowan
Director of Technology
West Chester Area School District
Spellman Education Center
782 Springdale Drive
Exton, PA 19341
ATTENTION: E-Rate Fiber RFP

1.15.2 Instructions for Response

Please refer to Section 5 for the mandatory requirements for a full and complete response and the required format of a response.

1.16 Confidential Information

RFP responses will be held in confidence by WCASD and the review team and will not be revealed to or discussed with third parties prior to contract award except as required by applicable local, state and federal law or regulation, including relevant state or federal grant programs. Proposals submitted in response to the RFP may be reviewed and evaluated by independent agents of WCASD, who are not affiliated with any of the bidders, and such persons will comply with these confidentiality provisions. Any financial information disclosures that are considered of a proprietary and confidential nature by the proposer must be clearly marked "CONFIDENTIAL FINANCIAL INFORMATION". Notwithstanding, all other material submitted with the RFP proposals becomes the property of the Issuing Officer and will be retained at the Issuing Officer's discretion.

1.17 Best Pricing to be Submitted in Initial Proposal

- 1.17.1 WCASD expects that bidders will offer their most competitive price proposals in their initial submission. Vendors should not plan or expect to receive additional opportunities to submit revised prices such as the best and final offer. WCASD, in its sole discretion, reserves the right to request Best and Final Offer ("BAFO") pricing only if the District determines that it is appropriate to do so. The timeline and schedule in Section 1.10 will be adjusted accordingly if the "BAFO" process is used.
- 1.17.2 All pricing quoted in an RFP response and any subsequent quotes for Best and Final Offer must be valid through the entirety of the E-Rate review process and throughout the performance of the contract. If a Vendor chooses to incorporate subcontractors into their proposal, the Vendor is responsible for ensuring the subcontractor's price quotes are firm and may not be excused from performance of the contract or impose additional charges to WCASD due to potential increases in

the subcontractors' price. Contract awards will be based on firm prices, and the awarded contracts will exclude financial hardship as a reason to invoke force majeure.

1.18 Right to Reject

WCASD reserves the right to accept or reject all proposals when the rejection is in the public interest, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. Bidders will be notified if the decision is made to not award for any of the service group(s).

1.19 Clarifying Questions to Vendors

Following the receipt and review of proposals, the WCASD may pose clarifying questions to ensure that the review team fully understands the content of each proposal. Such questions will be emailed to the bidders by the date set forth in the timeline, Section 1.10. with answers due from the bidders by the date set forth in the timeline in Section 1.10.

1.20 Proposal Evaluation

1.20.1 A proposal evaluation advisory group designated by the Point of Contact will review the proposals. The bid evaluation and decision to select the vendor(s) for recommending a contract award rest solely with the Issuing Officer. The contract award requires approval and authorized signature on behalf of the School District's Board of School Directors to be valid and binding. Pursuant to Section 1.10 board approval will be sought at the March 23, 2026 meeting of the West Chester Area School District's Board of School Directors.

1.20.2 Evaluation Criteria

In accordance with E-Rate regulations, the price of E-Rate eligible services will be the most heavily weighted factor for all decisions. The criteria for evaluating all proposals will be based on the weighted factors indicated below. Each proposal will be assigned a value from the 5 categories indicated below that total 100 points. The successful proposal shall be the highest ranked based on the criteria indicated below.

1.20.2.1 E-Rate Eligible recurring and one-time costs (Price) – 40 points

1.20.2.2 Ability to use/reuse existing equipment or fiber plant – 30 points

1.20.2.3 Delivery/uptime SLAs as defined in the proposal – 10 points

1.20.2.4 Ability to support requirements as laid out in the RFP, including potential future network link speed increases – 10 points

1.20.2.5 Previous positive working relationship with or service delivery to WCASD – 10 points

1.21 Vendor Selection and Communication

WCASD intends to notify the Vendors of the tentative decision and recommended contract award by the date set forth in the timeline in Section 1.10. This decision and notification will be contingent upon the negotiation of contract documents that are approved by the West Chester Area School District's solicitor and the West Chester Area School District Board of Directors.

1.22 Meeting to Review RFP Response(s)

WCASD may convene meetings with some or all Vendors that submit a valid and complete response to this RFP to review and discuss any questions. Such meetings are tentatively scheduled for the date set forth in the timeline in Section 1.10. These meetings shall be held virtually using an online webinar interface. Vendors should reserve the date prescribed in Section 1.10 for meeting with WCASD representatives. Upon receipt of the proposals and confirmation that the proposals are valid and complete, the Issuing Officer or their designated representative may contact each Vendor to schedule the specific date and time for the meeting. Such meetings will be scheduled at the sole discretion of the Issuing Officer or Point of Contact.

1.23 Contract Negotiation of RWAN Contracts

WCASD requires the negotiation of contract language to commence upon the School District's notification by an authorized official (either the Issuing Officer or Point of Contact) of a tentative recommended contract award and to be completed promptly thereafter. The West Chester Area School District Solicitor must be provided with sufficient advance time to review and discuss the contract language, before approving. These steps must be completed in a timely manner so that the contract may be presented to the West Chester Area School District Board of Directors for approval. The vendor is required to sign the agreement prior to presenting it to the West Chester Area School District Board of Directors for approval. This requirement is mandatory.

1.24 Non-Discrimination Statement

As a governmental unit in the Commonwealth of Pennsylvania, all suppliers doing business with WCASD are required to provide a statement of nondiscrimination. By signing and submitting their proposal, the Vendor certifies they do not discriminate in their employment practices with regard to: race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.25 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by Vendor prior to the established due date and time. Vendor agrees to refrain from electronically or otherwise manipulating these specifications.

1.26 Publicity

Vendor publicity about this project, such as news releases and mention of contract award, is prohibited without prior approval from the Issuing Officer.

1.27 Security and Background Clearances

All personnel (contractors and subcontractors) that will be working on WCASD during this project must observe all security and safety procedures of WCASD and must secure all record checks required by law (and submit the results thereof) such as:

1.27.1 Pennsylvania Act 34 – Pennsylvania Criminal History Record

1.27.2 Pennsylvania Act 151 – Pennsylvania Child Abuse History Clearance

1.27.3 Pennsylvania Act 114 – FBI Federal Criminal History Record

On-site work cannot commence until the Vendor has obtained all relevant certifications, licenses, permits and/or required qualifications for its workers and WCASD has cleared the personnel for work.

1.28 Tax Exempt Status Considerations

WCASD is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public entities and/or similar political governmental entities. Upon request, WCASD will provide a tax exemption certificate. Interstate telecommunications services provided to WCASD are subject to assessment of the universal service contribution fee. This notice shall serve to satisfy any notification required by the Vendor as to these tax exemptions. Vendors must ensure their cost proposals include all applicable taxes, fees and surcharges from which WCASD are not exempt or that are imposed or assessed by Vendor and will be billed as a separate cost element or line item.

1.29 Universal Service Fee Assessment on Interstate Services

The leased lit fiber and dark fiber transport services being procured in the RFP are classified as "interstate" under the Federal Communications Commission's regulations. Upon request, the District will sign a vendor certification that no more than 10% of the traffic transmitted over the leased lit fiber or leased dark fiber facilities is interstate in nature.

1.30 Compensation for Failure to Be Timely and/or Adequately Perform

Please be advised that the final terms and conditions of the contract with the successful vendor shall include compensatory payment for non-performance of contracted obligations via Performance Service Level Agreement (Performance SLA) and Delivery Service Level Agreement (Delivery SLA) language. All services must perform according to contractual parameters and be available no later than the completion date(s) for each site as listed in the Vendor's proposed project summary schedule. Potential bidders are on notice that this procurement and the anticipated agreement that will be awarded will specify that time is of the essence to perform the obligations thereunder. Vendors unwilling to agree to provide compensation for failure to timely perform and to meet agreed upon service levels will be disqualified from this procurement. The bid evaluation will take into consideration the terms of the Vendor's proposed Performance and Delivery SLAs.

1.31 Additional Information for Vendors

The Issuing Office reserves the right to;

- 1.31.1 Amend, modify, cancel this RFP or not award any contract;
- 1.31.2 Modify or clarify the requirements contained in the RFP at any time after the issuance of this RFP for compliance by all Vendors;
- 1.31.3 Award a contract for any or all parts of the RFP to one or more Vendors and negotiate terms and conditions to meet requirements consistent with the RFP;
- 1.31.4 Utilize any and all ideas submitted in the RFP proposals received;
- 1.31.5 Request Vendors to clarify their RFP proposals; and
- 1.31.6 Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s) in accordance with E-Rate rules where price of E-Rate eligible services is the factor weighed most heavily during the evaluation among all of the various factors considered in the evaluation. See Section 1.20 "Proposal Evaluation" for details.

1.32 Reasons for Disqualification of Proposals

- 1.32.1 Vendor's proposal is incomplete and/or submitted after the deadline.
- 1.32.2 Vendor is on "Red Light" Status with the Federal Communications Commission
- 1.32.3 Vendor is delinquent on a debt to a state or federal governmental agency or entity.
- 1.32.4 Vendor is not authorized to do business in Pennsylvania.
- 1.32.5 Vendor's proposal contains material deficiencies and fails to contain the minimum requirements as set forth in Section 5 and its subparts thereof.
- 1.32.6 Vendor fails to complete and submit the price template in the prescribed format.
- 1.32.7 Vendor fails to agree to the required terms and conditions herein and fails to propose an alternative.
- 1.32.8 Vendor's proposal omits the required financial information or an acceptable equivalent as pre-approved by the Issuing Officer as set forth in Section 5.11
- 1.32.9 Upon review of the financial information submitted by the Vendor in accordance with Section 5.11, Vendor failed to establish they have sufficient financial and other resources necessary to perform the commitments and deliver the services required in this RFP for the entire contract

period including any voluntary extension periods.

- 1.32.10 A proposal for leased lit fiber service or dark fiber service/IRU fails to propose service to all sites at the specified initial bandwidth levels.

The School District may exercise discretion to waive minor defects in these requirements.

2 Technical Requirements

2.1 Overview – Service Groups

2.1.1 Leased Lit Fiber Service

2.1.1.1 Service Group 1A (Current Topology) - Wide Area Network Services Leased Lit-Fiber Service(s) (without Internet Access), or equivalent technology to interconnect the district's physical locations as identified in Section 1.14. This Service Group is being requested as an alternative to Sections 2.1.1.2., 2.1.2.1, and 2.1.2.2.

2.1.1.2 Service Group 1B (Increased Resiliency) - Wide Area Network Services Leased Lit-Fiber Service(s) (without Internet Access), or equivalent technology to interconnect the district's physical locations as identified in Section 1.14. This Service Group is being requested as an alternative to Sections 2.1.1.1, 2.1.2.1, and 2.1.2.2.

2.1.2 Dark Fiber Service

2.1.2.1 Service Group 2A (Current Topology) - Wide Area Network Services Leased Dark Fiber Service(s) (without Internet Access), or equivalent technology to interconnect the district's physical locations as identified in Section 1.14. This Service Group is being requested as an alternative to Sections 2.1.1.1, 2.1.1.2, and 2.1.2.2.

2.1.2.2 Service Group 2B (Increased Resiliency) - Wide Area Network Services Leased Dark Fiber Service(s) (without Internet Access), or equivalent technology to interconnect the district's physical locations as identified in Section 1.14. This Service Group is being requested as an alternative to Sections 2.1.1.1, 2.1.1.2, and 2.1.2.1.

2.1.3 Service Group 3 – Maintenance and operations of Wide Area Network Service.

2.1.4 Service Group 4 – Category 1 Network Equipment (modulating electronics and other equipment necessary to make a Category One broadband service functional).

2.2 Wide Area Network Hub and Site Termination Location(s)

2.2.1 WCASD has a single (one) hub site for the District's Wide Area Network service and Internet Access service:

2.2.1.1 **Administration Building**
Spellman Education Center
782 Springdale Drive, Exton PA 19341

2.2.2 WCASD has eighteen (18) Termination Locations for connection to the Wide Area Network, all Internet and network service(s) are provided via connection to the Hub Location.

2.2.3 **District Facilities and Operations Center**
1181 McDermott Drive, West Chester, PA 19380

2.2.4 **East Bradford Elementary School**
820 Frank Road, West Chester, PA 19380

2.2.5 **East Goshen Elementary School**
800 North Chester Road, West Chester, PA 19380

2.2.6 **Exton Elementary School**
301 Hendricks Avenue, Exton, PA 19341

2.2.7 **Fern Hill Elementary School**
915 Lincoln Avenue, West Chester, PA 19380

- 2.2.8 **Glen Acres Elementary School**
1150 Delancey Place, West Chester, PA 19380
- 2.2.9 **Greystone Elementary School**
1195 Aram Avenue, West Chester, PA 19380
- 2.2.10 **Hillsdale Elementary School**
725 West Market Street, West Chester, PA 19380
- 2.2.11 **Mary C. Howse Elementary School**
641 West Boot Road, West Chester, PA 19380
- 2.2.12 **Penn Wood Elementary School**
1470 Johnny's Way, West Chester, PA 19382
- 2.2.13 **Sarah W. Starkweather Elementary School**
1050 Wilmington Pike, West Chester, PA 19382
- 2.2.14 **Westtown-Thornbury Elementary School**
750 Westbourne Road, West Chester, PA 19382
- 2.2.15 **J.R. Fugett Middle School**
500 Ellis Lane, West Chester, PA 19380
- 2.2.16 **E.N. Peirce Middle School**
1314 Burke Road, West Chester, PA 19380
- 2.2.17 **G.A. Stetson Middle School**
1060 Wilmington Pike, West Chester, PA 19382
- 2.2.18 **West Chester East High School**
450 Ellis Lane, West Chester, PA 19380
- 2.2.19 **B. Reed Henderson High School**
400 Montgomery Avenue, West Chester, PA 19380
- 2.2.20 **Bayard Rustin High School**
1100 Shiloh Road, West Chester, PA 19382

2.3 Proposal Options

- 2.3.1 VENDOR may choose to submit a proposal that includes the provision of all or some of the service groups in Section 2.1. For Example, a VENDOR may choose to submit a proposal for Section 2.1.1.1 leased lit fiber service and not submit a proposal for leased dark fiber service under Section 2.1.2.1., or any or all combination of options. However, all the service locations (Section 1.14) in each Service Group must be included in the Vendor's proposal regardless of whether the Vendor submits a proposal for either a Leased Lit Fiber Option (Section 2.1.1) or a Leased Dark Fiber Option (Section 2.1.2) to be deemed an acceptable proposal that meets the minimum bid specifications set forth in Section 1.32.10.
- 2.3.2 Proposals for transport service submitted under Sections 2.1.1 and/or 2.1.2 must stand on their own. Vendors are invited to submit alternative circuit proposals using different underlying technology and network configuration and to discuss the advantages and disadvantages of each design proposal.

2.4 Technical Requirements for WAN Leased Lit Fiber and Leased Dark Fiber Service – Overview

- 2.4.1 This section governs Service Group 1, Leased Lit Fiber and Service Group 2 Leased Dark Fiber.
- 2.4.2 In creating a network design to fulfill the requirements of this RFP, Vendors are strongly encouraged to leverage and incorporate existing fiber facilities in their proposals, either through direct ownership or through third party subcontract relationships. The expectation is that the price of service that leverages existing resources will be more cost-effective and more capable of being timely implemented than proposals that require significant construction of new facilities.
- 2.4.3 At each service location, the Vendor must install and connect its facilities to an existing network closet located at each designated demarcation address as set forth in Section 1.14.
- 2.4.4 Vendor must include in their proposal any costs associated with connections to the entry point into each building in which the Vendor's facilities must be installed. Any physical penetration into the building is subject to pre-approval of the district's designee.
- 2.4.5 Service is required to be provisioned to all sites to begin July 1, 2026. Vendors must indicate in their proposals whether they will be able to meet the July 1, 2026 in-service date for each site, and if not, indicate the date by which service will be available. Vendors unable to meet the July 1, 2026 in-service date need to be forthright with the District so that if the contract is awarded to them, the District will be able to make other arrangements to ensure continuous WAN service to all District buildings.

2.5 Wide Area Network Requirements – Leased Lit Fiber Service – Service Group 1 (Section 2.1.1)

- 2.5.1 The District seeks proposals for the most cost-effective solution over the expected life of facilities for the installation and use of lit fiber facilities to interconnect the facilities listed in Section 2.2 for Service to begin July 1, 2026 and at the prescribed bandwidth speeds.
- 2.5.2 A proposal for this service must include service to all facilities in Section 2.2 at the specified initial bandwidth levels to be considered a valid proposal that meets the minimum bidding requirements.
- 2.5.3 Proposals may suggest the use of an alternative, equivalent technology to lit fiber if the technology has the same or better quality and reliability. The District reserves the right in its sole judgement to decide whether an alternative technology proposal is equivalent to leased lit fiber.
- 2.5.4 The District desires a network design that maximizes reliability of service. A network design that allows for resiliency in the most cost-effective manner possible is highly valued and will be an important evaluation factor.
- 2.5.5 All "end to end" costs from each school's MDF to the District Datacenter at the Administration Building must be included in the price proposal.
- 2.5.6 Subcontractors must be identified in the proposal. If the successful Vendor would like to use additional subcontractors that were not identified in the proposal/contract, specific approval must be granted in writing by the District.
- 2.5.7 The proposed solution must also include leased edge devices and central network equipment to make the Wide Area Network service functional. Proposals must identify the proposed leased equipment and provide the manufacturer's data sheet. The equipment lease costs, if separate from the transport service costs, must be itemized in the price proposal for Service Group 4 (Section 2.1.4).
- 2.5.8 Vendors are also permitted and encouraged to provide alternative solutions.

- 2.5.9 Each proposal of the bidder must include a network design diagram.
- 2.5.10 All lit service circuits must support Quality of Service (QoS) and be capable of rate limiting guarantees to specific packet types to ensure Quality of Service at each link. The network must have the ability to support multiple QoS policies and prioritization queues across each link to reduce latency and packet loss and guarantee throughput for data, voice and video. QoS rate limits must be enabled as specified by WCASD.
- 2.5.11 Handoff to the Administration Building must be 100Gbps
- 2.5.12 The following additional specifications shall apply:
 - 2.5.12.1 District visibility via a customer-friendly web-based portal to be able to view the status of all circuits including the network services performance, bandwidth usage, up/down time, outages, errors, packet loss, latency, etc. Portal must support service-level notifications.
 - 2.5.12.2 Vendor shall provide a customer service online portal that allows the District to enter service tickets and requests.
 - 2.5.12.3 Vendor owned equipment shall be managed by the Vendor subject to the District's requested configuration modifications and adjustments. District-owned equipment shall be solely the responsibility of the District to manage.
 - 2.5.12.4 Must provide response time for outages.
 - 2.5.12.5 Must provide 99.99% guaranteed uptime.
 - 2.5.12.6 There is no right to rate limit or throttle the capacity of the circuit at any time.
 - 2.5.12.7 Symmetrical upstream and downstream bandwidth to the required levels.
 - 2.5.12.8 Network Latency Commitment of less than 1 milliseconds roundtrip.
 - 2.5.12.9 Network Jitter Commitment of less than 1 milliseconds
 - 2.5.12.10 Network backhaul link capacity of no less than 148 Mpps @100Gbps
 - 2.5.12.11 Error Rate commitment of less than 0.10% between circuit endpoints.
 - 2.5.12.12 Mean Time-To-Repair for outages less than 4 hours.
- 2.5.13 Price Proposal Template in Appendix A
 - 2.5.13.1 The Appendix A price template includes columns for respondents to provide price quotes for 10 Gbps service and 25 Gbps Service. The base design should be for a 10 Gbps circuit to all schools.
 - 2.5.13.2 Price quotes are requested for a 60-month initial term of service. Prices for five (5) years of extension are also required.
 - 2.5.13.3 The contract must provide for the option to increase circuit size up to 25 Gbps for all buildings that will begin the contract with a 10 Gbps circuit and the option for the circuit size to be increased to 40 Gbps or 100 Gbps during the contract term.
 - 2.5.13.4 All taxes and surcharges, in addition to the base price, must be itemized as part of the price proposal. If specific amounts are not known, then a percentage rate for each line item must be provided to ensure that the District is evaluating the total cost of the Vendor's proposed solution.
 - 2.5.13.5 Vendors are required to install a 20-foot service loop of fiber in each building to provide sufficient length in the event of need for repair or relocation of the fiber.
 - 2.5.13.6 Media handoff should be SR (e.g. 10GBase-SR, 25Gbase-SR, 40GBase-SR4, QSFP+, 100GBase-SR4 QSFP28)

2.6 Wide Area Network Requirements – Leased Dark Fiber/IRU – Service Group 2 (2.1.2)

- 2.6.1 This section governs Leased Dark Fiber proposals, both a traditional lease and an IRU, under Service Group 2.
- 2.6.2 This Service Group is for a Leased Dark Fiber/IRU solution from the hub site to the specified facilities identified in Section 2.2.2. that includes special construction, the IRRU fee, fiber maintenance costs, and network operations costs.
- 2.6.3 IRU fees can be billed as an upfront balloon payment or a month to month service fee for the requested terms.
- 2.6.4 For Leased Dark Fiber, Vendors shall quote a 10-year IRU price for four (4) strands of fiber between the specified hub and each service location. The vendor must provide prices for a standard IRU-type pricing with a one-time capital cost payment for a 10-year IRU combined with an “all-in” recurring payments for maintenance costs for the entire length of the IRU.
- 2.6.5 For the 10-year option, Vendors are required to provide prices for five one-year voluntary extension options.
- 2.6.6 Vendors may provide prices in addition to the IRU or in lieu of the IRU price for a standard dark fiber lease of a 10-year initial term with five years of voluntary extension options.
- 2.6.7 Vendors shall complete the price template in the form specified in Appendix A for the dark fiber option. If non-amortized or ‘up-front’ special construction charges are requested by the Vendor for the fiber in the form of an IRU arrangement, it is expected that there will be significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.
- 2.6.8 All Lease Dark Fiber solutions must be comprised of single-mode fiber with LC or SC connections end to end.
- 2.6.9 All Leased Dark Fiber Solutions, whether comprised of newly constructed fiber or existing fiber, must include the final testing outlined in Appendix C.
- 2.6.10 All Leased Dark Fiber Solutions, whether comprised of newly constructed fiber or existing fiber, must include as-built documentation including per circuit labeling at both the Hub and Remote locations.

2.7 Operation and Maintenance of Leased Dark Fiber/IRU – Service Group 3 (Section 2.1.3)

- 2.7.1 Maintenance of Dark Fiber including ongoing maintenance of the fiber on all dark fiber leases or IRUs must be included.
- 2.7.2 Maintenance must be itemized as a separate line-item cost in the Appendix A price template. Maintenance is a mandatory service to be included in a dark fiber proposal in order to meet the minimum bid specifications. The Vendor may provide the service or may rely on a subcontractor, who shall be identified as such, and the Vendor must certify that the subcontractor will be bound by the Vendor’s SLA.
- 2.7.3 The maintenance fee shall be only for the facilities being leased to the District. If the fiber serves multiple customers, the cost of maintenance should be shared among all customers and only the proportionate share of costs shall be charged to the District.
 - 2.7.3.1 If maintenance cannot be quoted for the entire time period of the dark fiber lease or IRU, the Vendor shall describe the alternate time period governing the maintenance fee, and an explanation of why a shorter term is necessary for the maintenance service.

- 2.7.3.2 In the even of a catastrophic occurrence, such as a fiber cut or required fiber relocation, the Vendor is financially liable for all associated costs. As part of the maintenance contract for an IRU, describe the process for relocation including assumption of costs.
- 2.7.3.3 The Vendor shall maintain the applicable fiber seven days per week, twenty-four hours per day. When a fiber malfunction occurs, the Vendor shall acknowledge and inform the District of the malfunction and shall respond to such malfunction within two (2) hours. Thereafter the Vendor shall correct the malfunction with reasonable diligence. In no case shall resumption of service require more than eight (8) hours even if a temporary solution is required.
- 2.7.3.4 The maintenance proposal shall include an overview of fiber maintenance practices including:
 - 2.7.3.4.1 Routine maintenance and inspection
 - 2.7.3.4.2 Scheduled maintenance windows and scheduling practices for planned outages
 - 2.7.3.4.3 Marker and handhole inspection and repair for buried plant.
 - 2.7.3.4.4 Handling of unscheduled outages and customer problem reports.
 - 2.7.3.4.5 What service level agreement is included, and what alternative service levels may be available at additional cost
 - 2.7.3.4.6 What agreements are in place with applicable utilities and utility contractors for emergency restoration.
 - 2.7.3.4.7 Repair of Fiber Breaks
 - 2.7.3.4.8 Post Repair Testing
 - 2.7.3.4.9 Mean time to repair
 - 2.7.3.4.10 Replacement of damaged fiber
 - 2.7.3.4.11 Replacement of fiber which no longer meets the technical specifications described in Appendix C of this RFP.
 - 2.7.3.4.12 Policies for customer notification regarding maintenance.
 - 2.7.3.4.13 Process for changing procedures, including customer notification practices.
 - 2.7.3.4.14 Process for moves, adds or changes.
 - 2.7.3.4.15 All costs related to and the process for responding to locate requests for buried plant.

2.8 Category 1 Network Equipment – Service Group 4 (Section 2.1.4)

- 2.8.1 Vendors are invited to submit a proposal for leased Category 1 Network Equipment that is required to make the WAN service – Leased Lit or Leased Dark functional. The network equipment includes modulating electronics and other necessary equipment.
- 2.8.2 If the equipment is bundled (integrated) in the monthly transport costs for Service Group 1 or 2, Vendors are not required to complete the separate price proposal tab for network equipment in Appendix A.

- 2.8.3 The district currently owns acceptable transmission equipment including modulating electronics for connection to a 10GBps fiber optic network. While vendors are invited to propose additional equipment, the district reserves the right to preference the use of existing District owned equipment. Additional installed equipment must be compatible with L2 802.1 Ethernet with 802.1 Q tagging, Border Gateway Protocol (BGP) and Bi-directional Forwarding Detection (BFD).

2.9 Service Level Agreement – Applicable to WAN Services (Leased Lit (Section 2.1.1) or Leased Dark Fiber (Section 2.1.2))

- 2.9.1 WAN providers are required to adhere to a service level agreement with the following requested parameters.
- 2.9.1.1 Service Availability: The Vendor shall make all reasonable efforts to ensure 99.99% network availability.
 - 2.9.1.2 Vendors shall describe their capability to provide monitoring reposts and other tools to WCASD to have visibility into real time performance of the applicable service. The Vendor shall provide access to web-based monitoring tools and/or grant read-only access to the performance monitoring of all connected equipment and facilities.
 - 2.9.1.3 Minimum service performance standards that each Vendor must fulfill, per circuit to service location:
 - 2.9.1.3.1 Frame/packet loss less than 0.10% commitment
 - 2.9.1.3.2 Jitter commitment less than 1ms
 - 2.9.1.3.3 Round-Trip latency commitment less than 1ms
 - 2.9.1.3.4 The Vendor shall not rate limit or throttle the capacity of the service at any time for any reason.
 - 2.9.1.3.5 Vendor shall propose their Delivery and Service SLAs for failure to meet the initial, agreed upon in-service date and adherence to quality of service standards that include credits for reduced quality of service and service outages.

2.10 Customer Service Support Services – Leased Lit Fiber

Vendors shall describe their capabilities to provide customer service and to maintain uninterrupted service as follows:

- 2.10.1 Describe the Vendor's network operations center and customer service support functions including problem tracking, resolution, and escalation support management on a 24 x 7 x 365 basis.
- 2.10.2 Trouble Reporting and Response: Upon interruption, degradation, or loss of service, describe the process for contracting the Vendor by defined method with a response based on trouble level.
- 2.10.3 Upon contact from the Customer, describe the Vendor's process for initiating a response that addresses the customer's concern.
- 2.10.4 Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- 2.10.5 Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

- 2.10.6 Trouble Reporting, Escalation and Resolution: Describe the Vendor's trouble reporting and escalation resolution plan.
- 2.10.7 Reports: Upon request, an incident report will be made available to the Customer within five (5) business days of resolution of the trouble.
- 2.10.8 Link Performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
- 2.10.9 Historical uptime: Provide aggregate uptime statistics and bandwidth usage for the Vendor's proposed service in the geographic region covered by this RFP.
- 2.10.10 Vendors are required to identify a dedicated technical and business point of contact for the services requested in this RFP, should the Vendor's proposal be approved.
- 2.10.11 Vendor shall be responsible for monitoring quality of service and instituting bill credits whenever an incident occurs where service quality is below the agreed-upon measurements.

2.11 Requirements Governing Special Construction for Leased Lit Fiber and Leased Dark Fiber/IRU (Sections 2.1.1 and 2.1.2)

- 2.11.1 A vendor may propose Special Construction charges for installation of leased lit fiber. One-time new construction/special construction costs may be bid separately from the itemized monthly recurring charge, or if the Vendor prefers, the monthly recurring charge may recoup all costs of provisioning the new services in which case there would not be a Special Construction one-time charge.
- 2.11.2 Special Construction Charges include (1) construction of network facilities; (2) design and (3) engineering and project management. Project management should include all necessary paperwork and permits including but not limited to rights of way, easements, pole attachments, scheduling and coordination of fiber circuit installation and termination, etc.
- 2.11.3 The technical requirements governing the special construction of fiber are set forth in Appendix B.
- 2.11.4 The Vendor must indicate in their proposal whether they are willing to accept payment of the non-discount share of special construction in four (4) annual installment payments. WCASD has selected this preference on its Form 470 being issued in conjunction with the issuance of the RFP.
- 2.11.5 Vendor must describe plan to source and secure all easements and permits and associated project timeline.
- 2.11.6 Vendor must provide a list of subcontractors and their proposed plan to provide turnkey project management to accomplish the installation/construction of all project work as outlined in Appendix B.
- 2.11.7 Vendor must provide an engineer(s) who have a vendor-neutral certification such as BICSI on the fiber system specifications and procedures to manage all phases of the project of the project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined in Appendix B, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.
- 2.11.8 Vendor must describe their process for developing a project management plan which shall include a milestone chart. The milestone chart will outline any critical path events and then track these with WCASD. The milestone chart shall be available electronically to WCASD technical staff during the implementation phase.
- 2.11.9 Vendor shall identify and provide the credentials of the individual who will serve as a dedicated

point of contact throughout the build and installation phase and who shall provide regular updates on the progress of construction.

- 2.11.10 Vendors must complete the price proposal for Special Construction charges in the format specified in Appendix A, Price Template.
- 2.11.11 Vendor must certify their agreement to bear financial responsibility for the costs associated with additional strands of fiber and exclusion of such costs from the price proposal. To the extent that the Vendor requests Special Construction charges and installs additional strands of fiber for future business ventures, the Vendor assumes full responsibility to ensure those costs are allocated out of the Special Construction fees charged to WCASD as applicable. If after issuance of the E-rate Funding Commitment Decisions Letter, the E-rate program administrator or the Federal Communications Commission determines that the Vendor did not properly or sufficiently cost allocate those charges associated with the additional strands, the Vendor will not be reimbursed from the other contracting party and bears full responsibility for the costs not allowed for E-rate reimbursement.

Cost allocation would likely involve the Vendor's demonstration of the total construction cost for the newly built segments. From these total costs, the Vendor would then need to remove the incremental share of costs related to the excess strands from the Special Construction charges billed to WCASD.

The table below provides an illustrative example of possible incremental costs that the Vendor could experience from installing excess fiber strands for their own use into a Leased Lit Fiber or Leased Dark Fiber solution and would need to submit to the E-rate program administrator.

Item	12 Strand cable construction	48 strand cable construction	Cost Allocation Amount for Vendor to deduct from special construction charged to E-Rate Applicant
Fiber Cable	\$ 0.38 per foot	\$1.04 per foot	\$ 0.66 per foot
Design and Engineering	\$ 2.12 per foot	\$ 2.42 per foot	\$0.30 per foot to depict additional splices at A and Z locations
Project Management	\$ 1.18 per foot	\$1.18 per foot	\$0.00 differential
Splice Labor	\$ 11.00 per splice	\$ 11.00 per splice	\$ 11.00 per splice over 12 splices at any splice site
Splice Enclosures	\$ 205 per enclosure	\$ 205 per enclosure	\$ 205 per enclosure for every enclosure over 12
Fiber Patch Panel	\$ 71.43 per panel	\$ 218.60 per panel	\$ 147.17 per panel
Conduit and other structured materials	1.25" conduit required \$1.95 per foot Handhole (40K Lb Rated) \$ 2695 per unit Fiber Marker \$ 30 per unit	1.50" conduit required \$2.35 per foot Handhole (40K Lb Rated) \$ 2695 per unit Fiber Marker \$ 30 per unit	\$0.40 per foot No cost difference per handhole or per marker
Fiber Installation Labor	\$ 0.25 per foot	\$ 0.28 per foot	\$ 0.03 per foot
Structure Materials Installation (conduit, markers, handholes)	\$ 2.85 per foot	\$ 3.10 per foot	\$ 0.25 per foot
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 500'	No cost difference

2.12 Testing and Acceptance Plan for Leased Lit Fiber Service

WCASD requires proposals to describe their proposed testing and acceptance plan that will enable the installation service to be initially configured by June 22, 2026 for the District to have sufficient time to test, verify and accept the services.

3 E-RATE Requirements

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-Rate program:

3.1 Service Provider Identification Number (SPIN)

Vendor must obtain a valid E-Rate SPIN Number (Vendor Identification Number) and must provide that SPIN in their bid response

3.2 Lowest Corresponding Price

Lowest Corresponding Price (LCP) is defined as the lowest price that a Vendor charges to non-residential customers who are similarly situated to a particular E-rate applicant (District, library, or consortium) for similar services. See 47 CFR Part 54 Section 54.500(f).

Vendors must agree to comply with the FCC's Lowest Corresponding Price rule and not charge a price above the LCP for E-rate eligible services. See 47 C.F.R. Section 54.511 and 47 CFR Section 54.500(f). WCASD requires the contract with the successful Vendor(s) to contain a process for annual LCP compliance. Vendors may refer to USAC guidance at <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for additional information.

3.3 Form 473, Service Provider Annual Certification Form

Vendor must agree to timely submit to WCASD a completed Form 473 on an annual basis, prior to the start of the funding year.

3.4 Discounted Billing

If requested by Issuing Officer, Vendor must provide discounted invoices which reflect the net charges due from WCASD after E-rate discounts have been reflected (also known as the "non-discount" amount). Such discounted invoices must be itemized by service location and reflect the appropriate E-rate discounts.

Issuing Officer may request Vendor begin (or continue, in subsequent contract years) service prior to WCASD receiving funding approval for that E-rate year; Vendor and Issuing Officer will enter into a written agreement related to the billing and service delivery arrangements from the date of the start of the new E-rate year and funding approval. In no circumstance shall the service provider levy late fees or financing fees against WCASD for charges deferred based on this provision. Under no circumstance shall WCASD or the Issuing Officer be liable for charges incurred by WCASD during such a billing and service arrangement should WCASD not receive any portion of its expected funding approval due to action or inaction by Vendor which results in a full or partial denial of funds requested.

3.5 FCC Registration Number

Vendor must register with the FCC and obtain an FCC registration number. See <https://svartifoss2.fcc.gov/cores/CoresHome.html> for more information about this requirement.

3.6 Invoicing

- 3.6.1 Separate Itemization of E-rate Eligible and Ineligible Services is required. Vendor must separately itemize the cost of E-rate eligible and ineligible products and/or services.
- 3.6.2 Upon WCASD's request, Vendor must provide separate monthly invoices for E-rate eligible and ineligible service.
- 3.6.3 Vendor's invoice must track and itemize the charges as set forth in the parties' contract.

- 3.6.4 All charges must be billed on a single bill (not multiple accounts) with the names and service location address listed for each site

3.7 Vendor in Good Standing with FCC and not on “Red Light” Status

Vendor must be in good standing with the FCC and have no debts outstanding that are owed to the FCC and must not be on Red Light Status. Vendor must immediately notify Issuing Officer in any event that Vendor is put-on Red-Light Status by the FCC and must take immediate measures to resolve and remove its Red-Light Status. Vendor’s Red-Light Status constitutes a material breach of contract and Issuing Officer reserves the right to cancel the Agreement of the parties immediately and without incurring any termination or future anticipated service charges.

3.8 Investigation of Vendors

If Vendor learns of any federal, state or local investigation conducted by any regulatory authority or law enforcement authority that could have an impact on WCASD’s ability to continue to receive the benefit of E-rate funding, Vendor must notify WCASD within 30 days of learning of such investigation. Issuing Officer reserves the right to cancel the agreement without penalty if the investigation impedes WCASD’s ability in any way to receive the benefit of E-rate funding, subject to any investigation of wrongdoing.

3.9 Assistance with Form 471/PIA Review Processes and Other Inquiries

The successful Vendor(s) must agree with assisting with the Form 471 submission and any related PIA inquiries, invoice reviews, selective reviews, PQA audits and BCAP audits. Further the successful Vendor(s) must be willing to provide any and all information to USAC related to their network, including fiber build information, and underlying costs

4 Conditions and Contract

4.1 Right Not to Award

Issuing Officer reserves the right to reject all proposals and not award a contract under this RFP, to narrow the scope of this project prior to contract signing, and/or to accept or reject any one or more proposals in part and thus award all or part of this project to one or more Vendors.

4.2 Provisions to Cancel or Terminate Contract Prior to Expiration Term

The contract shall contain provisions for WCASD to declare a default and the process for allowing the Vendor to cure the default, or outline the options available if the default is not resolved, including but not limited to, allowing WCASD to terminate the contract early without incurring any termination liability.

4.3 Commencement of Service

Service orders and configuration of services must be approved by Issuing Officer or designee prior to any party incurring liability related to the proposed service order.

4.4 E-Rate Funding Contingency

WCASD reserves the right to condition any contract award on the receipt of E-rate funding approval. No work shall commence until the Vendor receives a written notice to proceed from the contracting party.

4.5 Submission of Proposed Contract and Negotiation

Vendor is expected to negotiate a written agreement with Issuing Officer. WCASD is not obligated to accept a Vendor’s standard terms and conditions. If a contract acceptable to WCASD is not agreed upon by the date established in the contract award notification, WCASD may award the services to the next highest scoring

Vendor.

Vendor shall provide a proposed contract with all terms and conditions including any applicable addenda, as part of their proposal.

4.6 Service Delivery Delay and Service Level Performance

The final contract language negotiated with the winning Vendors is expected to include compensatory payments for non-performance of contracted obligations via Performance Service Level Agreement and Delivery Service Agreement (See Sections 1.30, 2.5, 2.7, and 2.9).

All services must perform according to contractual parameters and be available no later than the completion date(s) for each site as listed in the Vendor's proposed project summary schedule, which is required to be July 1, 2026 to the extent feasible, or later if the July 1, 2026 date is not feasible.

Vendors are on notice that this procurement and the anticipated agreements that will be awarded will specify that time is of the essence to perform the obligations thereunder.

Vendors unwilling to agree to a compensation provision to provide compensation for failure to timely perform and to meet agreed-upon service levels will be marked down during bid evaluation.

4.7 Commencement of Service and Billing

Service and billing shall commence on July 1, 2026, provided that the service has been provisioned, tested and accepted by the District. For leased lit fiber or dark fiber service, no billing shall commence until all the sites have been activated and placed into service after being tested and accepted by the District.

4.8 Assignment

In the event of a sale of assets, transfer of ownership, merger or other corporate change to the Vendor's legal status, including insolvency and filing of bankruptcy, Vendor shall ensure that the duties and obligations agreed to in the contract shall survive and be assumed by the successor in interest.

4.9 Termination for Non-Appropriation

WCASD's obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated, or are removed, eliminated or otherwise not made available to support continuation of performance in a fiscal year period, including federal E-rate funds, WCASD shall have the right to terminate this contract without incurring any early termination charge. If the contract is terminated as a result of non-appropriation of funds, the Vendor shall be paid only for the equipment, supplies and services properly rendered under 25 the contract to the date of termination, and all leased equipment will be made available for pickup by the Vendor or their designee. The Vendor shall not be reimbursed for loss of profit, loss of use of money, or any administrative, overhead or termination costs.

4.10 Additional Contract Requirements

The contract shall also contain (without limitation) the following provisions. Each Vendor must explicitly agree to be bound by each of these provisions for the Proposal to be accepted as a valid, complete Proposal.

4.10.1 Subcontracting

The bidder that is awarded the contract with WCASD may opt to subcontract with one or more companies per their discretion; provided that the company that contracts with WCASD is responsible for the full SLAs on all services under contract with WCASD, regardless of whether the services are being provisioned over a subcontractor's facilities and without regard to Vendor's arrangement with subcontractor

4.11 Proof of Insurance

Proof of insurance from Vendor will be required. Vendor shall indemnify and hold harmless WCASD from and against all costs, claims, expense, liability, or payment of any kind arising out of or through any damage or

injury (including, without limitation, death) to any person(s) or property arising out of or suffered through any act or omission of Vendor or anyone acting by, for or at the direction of Vendor, or any property or equipment of or used by Vendor. WCASD will not be subject to any similar indemnification clause and will not waive any governmental immunity protection.

4.12 Access to Contract Related Documentation

Vendor hereby authorizes the inspection, review and copying of (and shall deliver to Issuing Officer copies of) all contracts and documents that pertain to or relate to the performance of the contract. Vendor shall be obligated to keep the contracts and documents referred to in the above paragraph during the effective period(s) of this contract and for a period of ten years after the final performance and payment of this contract.

4.13 As-Built Drawings

Vendor is required to provide WCASD with 'as-built' drawings of the facility route. The drawing shall include the name and address of each location, and the associated IP addresses. The document shall be made available in electronic format.

4.14 Vendor must certify the company, and all subcontractors are authorized to do business in Pennsylvania

4.15 Changes or Discontinuance of Service

Vendor agrees that any proposed services offered pursuant to this RFP process will not be significantly changed or discontinued without the written authorization of Issuing Agent.

4.16 Tax Certification

If awarded the contract, Vendor shall be required to execute a tax certification in accordance with the applicable laws for the Commonwealth of Pennsylvania and the United States of America. Vendor shall also attest in writing that they are not now in default of current or prior year tax payment to any level of government.

4.17 Closings, Relocations and Opening of Buildings

- 4.17.1 If one of the existing sites must be relocated to another building, WCASD will require the relocation to be treated as a move and not as a termination and new circuit connection. Such relocations shall not be subject to early termination charges.
- 4.17.2 WCASD may need to institute service to other buildings that may be acquired, leased or constructed in the future, during the initial or voluntary extension term. The successful bidder must agree to provide service to the new site based on the same monthly service charges in the original contract for the applicable circuit speed. The vendor may assess a reasonable one-time charge to initiate service to the building. The District reserves the right to seek other proposals for leased lit fiber or dark fiber service to the new building should the Vendor's price proposal be deemed excessive

5 Mandatory Requirements for Proposals

5.1 Acknowledgement of RFP Proposals

- 5.1.1 Vendors' proposals shall include a response to every paragraph in this RFP Sections 1 through 6. Valid responses are:
 - 5.1.1.1 "[Company Name] has read, understands, and will comply."
 - 5.1.1.2 "[Company Name] has read, understands, and will not comply." With this response, the bidding company must explain why it will not comply and propose an alternative.

- 5.1.1.3 A specific written explanation to the response that answers a question, addresses a requirement or proposes an alternative to a requirement.
- 5.1.2 WCASD will consider any omitted response to any numbered item as a negative response to that requirement. Responding Vendors are not permitted to change or supplement any part of their RFP response after the deadline for the submission of proposals.
- 5.1.3 A Word version of the RFP has been uploaded to the E-rate 470 website and to the WCASD web site to enable Vendors to prepare their responses. Alteration of any of the RFP terms and conditions is strictly prohibited.
- 5.1.4 Vendor shall indicate whether their representative attended a site visit of the WCASD buildings. If the Vendor did not attend a site visit, Vendor shall describe their familiarity or prior knowledge with the WCASD buildings that require the applicable service (leased lit fiber or dark fiber service/dark fiber IRU and/or Internet access service).

5.2 Technical Proposal

In describing the proposed service or solution, the Vendor is required to address all technical requirements set forth in Section 2 and Appendix B governing Special Construction (if applicable) for each specific service group included in the proposal.

5.3 Network Diagram

For each proposed service, Vendor is required to provide a network diagram, in .kmz and. vsdx format, displaying the paths to be used to connect the sites and to provision the service.

5.4 Nature and Scope of Firm's Business

- 5.4.1 Vendor's Business Endeavors and Company History
Vendor is required to provide a description of the nature and scope of your firm's business endeavors, including history of company. Indicate whether you will provide the services requested in this RFP using your own facilities; using the facilities of an incumbent local exchange provider; or reselling the services of another company; or a combination of the above. Please be specific in your response.
- 5.4.2 Vendor is required to describe the Vendor's current and previous relationship with WCASD.
- 5.4.3 Vendor is required to provide a description of the firm's experience with the E-rate program.
- 5.4.4 Vendor is required to provide Vendor's Federal Tax ID Number.
- 5.4.5 Vendor is required to provide Vendor's E-rate SPIN Number
- 5.4.6 Vendor is required to provide Vendor's FCC Registration Number (FCCRN).
- 5.4.7 Vendor is required to certify and provide proof that they are in good standing with the FCC and not currently subject to the Red-Light Rule; and further, the Vendor agrees to notify WCASD if they are placed on Red Light Status with the FCC.

5.5 References

Vendors must provide three (3) current customer references (at least one Pennsylvania K-12 School District) that are current or former customers of the Vendor for the type of service proposed by the Vendor in this RFP. References must include the company name, address, contact person, email address, and a daytime telephone number.

5.6 Non-Collusion Affidavit

Proposers must complete and submit the Non-Collusion Affidavit in the form set forth in Appendix C

5.7 Proposal Cover Sheet

Vendor shall complete and submit the proposal cover sheet in the form prescribed in Appendix D

5.8 Good Faith Negotiation

Vendor is required to state that they agree to negotiate in good faith a contract that reflects the mutual agreement of the parties, and the Vendor's understanding that WCASD is not bound to accept Vendor's standard terms and conditions

5.9 Contact Person Authorized to Negotiate Contract

Vendor is required to provide contact name and contact information for person authorized to negotiate terms and conditions.

5.10 Contact Person for Questions

Vendor is required to provide contact name and contact information where questions related to the proposal can be directed with statement certifying that this person (or his/her authorized representative) will be available during the first calendar quarter of 2026 in order to assist with the completion of E-rate Form 471 applications submitted by WCASD as requested.

5.11 Financial Information

Vendors must include with their RFP proposals the latest annual report or a complete financial statement prepared by an independent certified public accountant and include the balance sheet and the profit and loss statement for the Vendor's latest complete fiscal period. If these documents are available online, Vendor may provide a URL to respond to this requirement. If a financial statement has not been completed for the fiscal period since the annual report of the Vendor or subcontractor, a statement from an independent certified public accountant must so state and the last complete financial statement must be included. If the required financial record is not available in the prescribed format, Vendor must seek pre-approval of the Issuing Officer to submit equivalent financial information.

Compliance with this requirement is a mandatory prerequisite to submitting a valid proposal. The purpose of this requirement is to establish that the Vendor has the financial strength and stability necessary to perform the commitments and deliver the services required in this RFP for the entire contract period including any voluntary extension periods.

5.12 Timeline for installation

The Vendor is required to provide a tentative construction/installation roadmap timeline with the projected completion date.

APPENDICES

Worksheets include:

Service Group 1A Leased Lit Fiber Service

- 2.1.1.1 Current Topology Leased Lit Fiber Service 10GB
- 2.1.1.1 Current Topology Leased Lit Fiber Service 25GB

Service Group 1B Leased Lit Fiber Service

- 2.1.1.2 Increased Resiliency Topology Leased Lit Fiber Service 10GB
- 2.1.1.2 Increased Resiliency Topology Leased Lit Fiber Service 25GB

Service Group 2A Leased Dark Fiber Service

- 2.1.2.1 Current Topology Leased Dark Fiber Service 10GB
- 2.1.2.1 Current Topology Leased Dark Fiber Service 25GB

Service Group 2B Leased Dark Fiber Service

- 2.1.2.2 Increased Resiliency Topology Leased Dark Fiber Service 10GB
- 2.1.2.2 Increased Resiliency Topology Leased Dark Fiber Service 25GB

Service Group 2.1.3 Maintenance and operations of Wide Area Network Services

Service Group 2.1.4 Category 1 Networking Equipment

APPENDIX B
WEST CHESTER AREA SCHOOL DISTRICT
E-RATE LIT/DARK FIBER FY2026
SPECIAL CONSTRUCTION
TECHNICAL SPECIFICATION
E-RATE FRN #260011051

The Vendor must adhere to the following construction requirements if their proposal includes special construction costs. Please note the requirement in the RFP that states:

2.4.2 In creating a network design to fulfill the requirements of this RFP, Vendors are strongly encouraged to leverage and incorporate existing fiber facilities in their proposals, either through direct ownership or through third party subcontract relationships. The expectation is that the price of service that leverages existing resources will be more cost-effective and more capable of being timely implemented than proposals that require significant construction of new facilities.

Project Management

- Selected Vendor and its subcontractors will provide all project management to accomplish the installation of all project work as outlined in the Statement of Work.
- Provide engineer(s), with a vendor-neutral certification such as BICSI on selected fiber system specification and procedures to manage all phases of the project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined below, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.
- Awarded Vendor, in conjunction with subcontractors, will develop a project management plan, which shall include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization whether selected Vendor, a selected Vendor's subcontractor or WCASD. The document must be made available electronically to WCASD technical staff.

Material Management

- Selected vendor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones.
- Selected Vendor and its subcontractors will develop in conjunction with selected Vendor plants and other suppliers a material management plan.

Property Restoration

- All cable routes, which are plowed or bored, will be restored to as near to original condition as possible.

Install Overhead and Underground Fiber Optic Cable

- Bores will be approximately 3' deep
- Plows will be approximately 3' deep
- Respondent will be solely responsible for applying for and obtaining pole attachment permits and rights for aerial fiber installations.
- For buried installs, Vendor will procure and install customer approved hand-holes and place marker/locator posts.
- WCASD will provide entry and exit holes into buildings where they exist. Respondent should provide a quote for entry/exit holes/conduit construction where entry/exit does not exist.

APPENDIX B
WEST CHESTER AREA SCHOOL DISTRICT
E-RATE LIT/DARK FIBER FY2026
SPECIAL CONSTRUCTION
TECHNICAL SPECIFICATION
E-RATE FRN #260011051

Install and Splice Hardware at Heads Ends and, in the Field

- Install optical hardware and splice field cable to equipment tail at head ends and splice tail to pre-stubbed hardware with SC pigtails.
- Prep closures, cable, fibers and splice fibers at all field locations.
- Fiber to fiber fusion splicing of optical fibers at each point including head ends.
- Individual splice loss will be less than or equal to 0.10dB for single mode unless after 3 attempts these values cannot be achieved, the fiber will be re-spliced until a splice loss within 0.05dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator or other acceptable testing equipment.
- Total Project Splices: Respondent should supply an estimated number of splices required.

Final Testing

- In addition to splice loss testing, selected Vendor will perform end-to-end insertion loss testing of single mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.
- Inspect each terminated single-mode fiber span for continuity and anomalies with an OTDR at 1550 nm from one direction in accordance with the OTDR Operating Manual.

Required Documentation

- Route "As-Built" Maps and Diagrams including all equipment connected to the RWAN. The maps/diagrams shall include the name and address of each location, and any associated IP addresses. The document shall be made available in electronic format (PDF) preferred).
- End-To-End Insertion loss data
- OTDR Traces
- Individual Splice Loss Data

Other Technical Requirements

- All splicing shall be by the fusion method.
- All splicing enclosures and hand holes shall be of a type to be approved by WCASD.
- All Hand Holes shall be Pennsylvania Department of Transportation approved, 45,000 lb. load rated CDR or comparable enclosures.
- All plowed cables shall be placed at a depth of 36" along roadways and 24" on private property.
- All road and driveway bores shall be at a depth of 36" and will have a 2" innerduct placed within.
- All buried splice locations shall be marked with a locator post and a copper ground wire shall be attached to the splice closure/cable sheath.
- Buried Marker posts shall be placed every 1500'
- A warning tape shall be placed 12" above the buried cable
- All highway shoulders, schoolyards and ditch lines will be compacted and restored to satisfactory condition.
- All Department of Transportation encroachment permits, railroad encroachment permits, and National Park Service permits shall be submitted by the respondent in accordance with the permitting agency requirements.
- Vendor shall be responsible for the payment of any and all permitting fees.

APPENDIX B
WEST CHESTER AREA SCHOOL DISTRICT
E-RATE LIT/DARK FIBER FY2026
SPECIAL CONSTRUCTION
TECHNICAL SPECIFICATION
E-RATE FRN #260011051

- Vendor shall furnish an as-built drawing to WCASD. The drawing shall include the name and address of each location, and any associated IP address information. The document shall be made available in electronic format (PDF) preferred).
- Vendor shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide SDHT with the db loss of each fiber segment.
- Vendor shall be responsible for submitting the appropriate ULOCO locate requests.
- WCASD shall grant the Vendor right of way permission for local government-owned properties and roadways.
- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by WCASD with an existing single mode fiber and terminated at customer's rack.
- A minimum of 100' coil of cable shall be left in each Hand Hole/Building for splicing use.

Right-of-Way Acquisition & Permitting

- Vendor is responsible for ensuring that all cable routes have approved access & rights-of-way for all proposed cable installations.
- Vendors will provide any information or points of contact to allow selected vendor and its subcontractors to facilitate
- Vendor is responsible for pulling all required construction permits.
- Selected Vendor and its subcontractors will provide officials at WCASD with any information necessary to pull these permits in a timely fashion.

Route Maps

Vendor is responsible for providing maps, drawings or aerial photography of the network route.

Termination and Splicing Locations

- Vendor will, in conjunction with officials of WCASD, decide on all termination locations, whether in-building, outside plant or in customer premises. This will include all hand-hole or manhole locations.
- Vendor will, in conjunction with officials of WCASD, decide on all field splice locations, in-building splice locations (if applicable), or other splice locations necessary to connect the network.
- Refer to RFP Section 2.4.2 that requires the use of existing fiber facilities to the extent possible.

Cable and Hardware Approval

- WCASD will approve all cable and hardware prior to order or installation
- WCASD will approve all hand-hole or building entrance hardware prior to ordering or installation

Fiber Specification

- Fiber must be single mode with the following specifications:
 - TU-T G.652.C/D compliant
 - Maximum Attenuation @ 1310nm: 0.34 dB/Km
 - Maximum Attenuation @ 1385nm: 0.31 dB/Km
 - Maximum Attenuation @ 1550nm: 0.22 dB/Km

APPENDIX C
WEST CHESTER AREA SCHOOL DISTRICT
E-RATE LIT/DARK FIBER FY2026
NON-COLLUSION AFFIDAVIT
E-RATE FRN #260011051

State of Pennsylvania County of Chester,

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, Directors and Officers. I am the person responsible for submittal and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other CONTRACTOR, BIDDER or POTENTIAL BIDDER.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ its affiliates, subsidiaries, officers,
(Name of Firm)

directors and employees are not currently under investigation by any governmental agency and have not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of Firm)

above representations are material and important, and will be relied on by West Chester Area School District in awarding the contract(s) for which this bid is submitted.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from West Chester Area School District of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBER BEFORE ME THIS

_____ DAY OF _____, 20__.

_____ My commission expires _____
(Notary Public) (Date)

APPENDIX C
WEST CHESTER AREA SCHOOL DISTRICT
E-RATE LIT/DARK FIBER FY2026
NON-COLLUSION AFFIDAVIT
E-RATE FRN #260011051

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the BID DOCUMENTS, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

RESPONDENT/BIDDER NAME	
RESPONDENT ADDRESS	
CONTACT NAME	
CONTACT TITLE	
CONTACT TELEPHONE	
CONTACT EMAIL	
SCOPE OF PROPOSAL (CHECK ALL THAT APPLY)	☐ LEASED LIT FIBER WAN CIRCUITS ☐ LEASED DARK FIBER WAN CIRCUITS AND/OR IRU ☐ MAINTENANCE AND OPERATION OF DARK FIBER ☐ CATEGORY 1 NETWORK EQUIPMENT LEASED OR PURCHASED
SERVICE PROVIDER ID# (SPIN)	
E-RATE SERVICE PROVIDER NAME (IF DIFFERENT FROM RESPONDENT BIDDER NAME)	
COMPANY WEBSITE URL	

The respondent/bidder proposes to provide the services and/or equipment for the prices set forth herein.

The Respondent/Bidder certifies that they have not made any changes to the terms of the RFP as issued by the West Chester Area School District.

This proposal is subject to all the terms of the Contract Documents which shall include and be incorporated by reference into the contract that may be awarded to Respondent/Bidder:

- Request for Proposal and appendices
- Addenda to the RFP;
- Attached proposal; and
- Contract terms and conditions to be negotiated.

We hereby agree to enter a written contract to furnish such item(s), as may be awarded to us, and to furnish such security as these specification require.

We understand that the West Chester Area School District's bid evaluation team led by the Director of Technology shall review and evaluate proposals received in response to this RFP. The issuing Officer is responsible for recommending a contract award to their Board of Directors. The West Chester Area District's Issuing Officer reserves the right to reject any bid that fails to comply with the minimum bid specifications or reject all bids and not make any award.

References

REFERENCE COMPANY NAME	
CONTACT PERSON	
CONTACT TITLE	
PHONE NUMBER	
EMAIL ADDRESS	
SERVICES PROVIDED	

REFERENCE COMPANY NAME	
CONTACT PERSON	
CONTACT TITLE	
PHONE NUMBER	
EMAIL ADDRESS	
SERVICES PROVIDED	

REFERENCE COMPANY NAME	
CONTACT PERSON	
CONTACT TITLE	
PHONE NUMBER	
EMAIL ADDRESS	
SERVICES PROVIDED	

I hereby represent that I am authorized to submit this proposal on behalf of the above-named Respondent/Bidder and to commit the Respondent/Bidder to providing the services and/or equipment based on terms, conditions and prices in the attached proposal.

BIDDER COMPANY NAME	
SIGNATURE	
SIGNATORY'S NAME	
SIGNATORY ADDRESS	
SIGNATORY PHONE NUMBER	
DATE OF SIGNATURE	

COMPLIANCE WITH POLICY/LAW: Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

PREFERENCE FOR AMERICAN MADE: The bidder should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible, in connection with any services provided to the School District. Further, construction contracts in Pennsylvania must comply with the Steel Products Procurement Act (24 P.S. § 7-751(c)).

DAVIS-BACON ACT: When required by Federal program legislation, the Contractor agrees that, for all School District prime construction contracts/purchases in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov.

The Contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Contractor is conditioned upon the Contractor's acceptance of the wage determination.

ANTI-KICK BACK: The Contractor further agrees that it shall also comply with the Copeland "AntiKickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Where applicable, for all School District contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

FEDERAL FUNDS REQUIREMENTS

WCASD is anticipating the use of federal funds to fund this contract. The following requirements must be met by qualified vendors.

(A) General Compliance and Cooperation

Vendor shall make a good faith effort to provide District such information and to satisfy District requirements in addition to the foregoing specific requirements. The Awarded Vendor agrees, in accepting any Purchase Order or contract from the Eligible Entity, it shall make a good-faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements applicable to the Contract under applicable Federal Regulations, and as may apply to the Eligible Entity's purchase/s including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Grant Guidance. For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. Such a cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis in order to comply with applicable law.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Vendor Violation or Breach of Contract Terms

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties. Provisions regarding Awarded Vendor default are included in the Contract Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance of the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. This term shall apply without regard to the Contract amount.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) District Termination for Cause and for Convenience

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the District, including the manner by which it will be affected and the basis for settlement.

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. The Awarded Vendor agrees that the following term and condition shall apply: The Eligible Entity may terminate or cancel any Purchase Order under the Contract at any time, without cause, by providing seven business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience in accordance with this paragraph, the Eligible

Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity prior to the termination and not otherwise returned in accordance with Awarded Vendor's return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s). The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.6. This term shall apply without regard to the Contract amount.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Contract with Historically Under-Utilized Businesses:

Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to take all necessary affirmative steps to assure that: minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Equal Employment Opportunity

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR Part 60-1.3, states that "federally assisted construction contract" means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Prevailing Wage Requirement for Construction Contracts

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, prime construction contracts for more than \$2,000 must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland "Anti-Kickback Act," 40 USC 3145, as supplemented by Department of Labor regulations.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Rights to Inventions Made Under Agreement

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, certain research contracts funded by federal grants are required to include provisions relating to inventions made by non- profit organizations and small business firms.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Profit as a Separate Element of Price

For purchases using federal funds in excess of \$250,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When the Eligible Entity makes a reasonable determination that such information is required by applicable law, the Awarded Vendor agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase. However, the Awarded Vendor agrees that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Clean Air Act and Federal Water Pollution Control Act

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$250,000 must require the Vendor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251- 1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Byrd Anti-Lobbying Amendment

Under CFR Part 200, and specifically § 200.327 and Appendix II, contractors that bid for an award exceeding \$100,000 must file certifications under 31 U.S.C. 1352. that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, Bidders agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti Lobbying Amendment (31 USC 1352). The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award. If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(K) Debarment and Suspension

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor further agrees to immediately notify the Eligible Entity with pending purchases or seeking to purchase from the Awarded Vendor if the Awarded Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(L) Domestic Preferences

Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

Does the Vendor agree to term? YES _____ Initials of Authorized Representative of Vendor

(M) Procurement of Recovered Materials

Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

For Eligible Entity's purchases utilizing federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the district may require to confirm estimates and otherwise comply.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(N) Bonding Requirements

Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:

- a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified
- b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.
- c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(O) Anti-Kick Back

The Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

APPENDIX F
WEST CHESTER AREA SCHOOL DISTRICT
E-RATE LIT/DARK FIBER FY2026
WCASD CURRENT WAN FIBER PATHS
E-RATE FRN **#260011051**

