WAYNE HIGHLANDS SCHOOL DISTRICT

REQUEST FOR PROPOSAL
Internet/WAN Services
E-rate Funding Year 2027
Form 470 #270005069

Response Deadline: December 22, 2026 AT 2:30PM E.S.T.

1.0 INTRODUCTION

Wayne Highlands School District issues this Request for Proposals ("RFP") for Internet Services. The District intends to apply for discounts on the services listed in this RFP through the federal E-rate program. Several criteria and restrictions pertinent to the E-rate program are included herein and must be met by the successful vendor in order for the proposal to be considered a Qualified Proposal.

1.1 Issuing Officer and Technical Contact for Questions and Information

Scott D. Miller
Director of Technology
smiller@whsdk12.com

Wayne Highlands School District
474 Grove Street
Honesdale, PA 18431
Phone: 570-253-4661 x.1515

Jeffrey Firmstone
Business Manager
jfirmstone@whsdk12.com

Wayne Highlands School District
474 Grove Street
Honesdale, PA 18431
Phone: 570-253-4661 x.1512

Prospective Vendors must direct and confine all inquiries and communications concerning this procurement to the Issuing Officer and correspondence should be made via e-mail at tech@whsdk12.com. Although there is no due date for questions, the District encourages prospective Vendors to submit any questions they may have as soon

as possible. Questions should include "E-rate Internet/WAN Connections RFP Form 470 #270005069" in the subject line to ensure that the issuing officer identifies the email as relating to this procurement.

If the RFP was downloaded from a web site link, Vendors are responsible for periodically monitoring the web site for any updates relating to this RFP at https://whsdk12.com/services/tech/rfp.

1.2 One complete hard copy must be delivered to the Wayne Highlands School District, Jeffrey Firmstone, Business Manager, at 474 Grove Street, Honesdale PA 18431, on or before 2:30PM E.S.T. on December 22, 2026. In addition, an electronic copy must be e-mailed to the Issuing Officer, Scott D. Miller, Director of Technology (tech@whsdk12.com) on or before 2:30 PM E.S.T. on December 22, 2026. Both copies must be identical and be labeled, "E-rate Internet/WAN Connections RFP Form 470 #270005069." All required Vendor information, certifications and attachments must be included with the proposal.

Vendor's proposal will be opened and reviewed by the District on December 22, 2026 at 2:30 PM E.S.T. in the district office board room, 474 Grove Street, Honesdale PA 18431.

The district intends to select the successful Vendor and have the final contract presented to the school board by our meeting in March of 2027.

1.3 The District will review the proposals for compliance with the procedural requirements set forth in Section 5 and may reject any proposal that materially fails to comply. The District reserves the right to ask clarifying questions of Vendors upon review of initial proposals. The price of E-rate eligible services will be most heavily weighted in the review of proposals.The District reserves the right to reject any/all proposals submitted, if the Issuing Officer or school board does not approve the project for completion using E-Rate funding.

1.4 The successful bidder(s) will be advised of selection by the Issuing Officer through the issuance of a notification of intention to recommend the award via email. Any notification of the selection of the successful bidder shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement that is approved by the school board. Unsuccessful bidders also will be notified via email.

1.5 All personnel (contractors and subcontractors) that will be working on this project in the schools must observe all security and safety procedures of each school facility and must secure all record checks required by Pennsylvania law which include Pennsylvania Criminal Record Check under Act 34, FBI fingerprint-based federal criminal history check under Act 114, and Pennsylvania DHS Child Abuse History Clearance under Act 151. All contractors and subcontractors will be in direct supervision of district technology employees at all times.

On-site work at the school sites cannot commence until the provider has obtained all relevant certifications, licenses, permits and/or required qualifications for its workers and has presented required documentation for the personnel to work in the District's locations.

1.6 The District is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. This notice shall serve to satisfy any notification required by the provider as to these tax exemptions. Vendors must ensure that their cost proposals specifically include all applicable taxes, fees and surcharges from which the District is not exempt or that is imposed or assessed by Vendor, as required in Appendix A.

1.7 Reasons for Disqualification of Proposals

If any of the following conditions occur, Vendor's proposal is automatically disqualified from being evaluated.

1.7.1 Vendor's proposal is submitted after proposals have been opened and reviewed by the District.

1.7.2 Vendor is on Red Light Status with the FCC or is delinquent on a debt to a state or federal governmental agency or entity.

1.7.3. Vendor is not authorized to do business in Pennsylvania.

1.7.4 Vendor has not been in business for at least 5 years performing services or furnishing equipment required in the bid.

1.7.5 Vendor does not have an E-rate SPIN number.

1.7.6 Vendor cannot provide all equipment and services listed in Appendix A&B unless otherwise noted in this RFP that separate contracts may be awarded for subsets of equipment and/or services by July 1, 2027.

2.0 SCOPE OF SERVICES REQUESTED IN THIS REQUEST FOR PROPOSAL

2.1 Included in this proposal is Appendix A which itemizes the service included in this procurement. Proposals must include Appendix A, completed in the exact format as Appendix A with all required information, showing per unit prices and percentage of E-rate eligibility for each component.

2.2 An equipment manufacturer and product number may be listed in Appendix A, but the District will consider proposals for equipment manufactured by other companies that is equivalent to the quality and functionality of the Appendix A list and is compatible, as well as interoperable, with the District's existing network equipment that is listed in Appendix A. Should a Vendor wish to include equipment manufactured by a different company, they should add three new columns to Appendix A to the right of the original equipment name, showing alternative equipment name, manufacturer and part number (Including SKU). Vendors that propose other manufacturer's products are required to submit project specifications and document that the equipment is compatible and interoperable with the District's existing equipment.

2.3 Proposals must include a description of the manufacturer's equipment warranty for each component listed in Appendix A in the appropriate column. Descriptions should be specific and include the number of years covered by the warranty. E-rate rules allow for a 3-year manufacturer's warranty to be included as long as the costs are bundled with the cost of the equipment and not broken out separately.

2.4 Appendix A also may request pricing on separate basic maintenance services which should have a separate cost.

2.5 Proposals are requested that are a preferred turn-key, comprehensive solution that addresses all requirements set forth in Appendix A.

2.6 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.

2.7 Prices quoted must include the cost for all normal operating and reference manuals and all connecting cables required for installation of the equipment. Power cords shall be included in the cost of the equipment.

2.8 Equipment must be dropped shipped from reseller or manufacturer distribution warehouse to Wayne Highlands School District, 474 Grove Street, Honesdale PA 18431.

2.9 Appendix B lists equipment location and corresponding Entity Number.

3.0 E-RATE REQUIREMENTS

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-rate program and be willing to include such requirements in the Vendor's contract:

3.1 Vendor must agree to submit to the SLD a completed Form 473 prior to July 1 of each calendar year. This form is available on the SLD's website at https://www.usac.org/e-rate/service-providers/step-3-winning-the-bid/fcc-form-473-filing/ in the Forms section.

3.2 Discounted Bills: Vendor must agree to provide discounted bills to the District which reflect the net charges due to the District after E-rate discounts have been reflected (also known as the "non-discount" amount). The Vendor will then invoice USAC using the Form 474 SPI form for the E-rate discount amount. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. Further, Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay. If the District's actions or failure to act are responsible for the non-payment of the Vendor's invoice with USAC, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

3.3 Vendors must separately itemize the cost of E-rate eligible and ineligible products and/or services on all invoices. To determine what items are eligible, vendors must contact the equipment manufacturer or contact USAC at 888-203-8100.

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

3.5 Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services and any subcontractors to the District. All such records shall be retained for 10 years following completion of services and/or installation of equipment, and shall be subject to inspection and audit by the District.

3.6 In addition to the foregoing, Vendor must maintain and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

3.6.1 Where labor is involved, maintaining detailed, signed individual timesheets.

3.6.2 Ensuring that ineligible charges are not submitted to USAC.

3.6.3. Invoicing to USAC that is consistent with the contract and the District's Form 471.

3.6.4 Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization.

3.6.5 Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District.

3.6.6 When E-rate eligible services or equipment are allocated or installed in multiple buildings, support for the allocation is consistent with the amount and buildings identified in the Form 471.

3.6.7 Documenting that E-rate funded services were provided within the allowable contract period and program year.

3.6.8 Charging proper FRN(s).

3.6.9 Ensuring that invoices and USAC forms are submitted to the District in a timely manner.

3.6.10 Ensuring that USAC forms are filled out completely, accurately and on time.

3.6.11 Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format upon project completion.

4.0 CONDITIONS, CONTRACT and BILLING

The District reserves the right to:

4.0.1 Amend, modify, cancel this RFP or not award any contract;
Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;

4.0.2 Increase or decrease the quantities of equipment at the same price listed in the successful contract; or entirely omit an item or group of items to be purchased to reflect actual District needs at the time that orders are placed. Such additional quantities will be purchased at the price indicated on the contract. Such modifications are expressly anticipated and included within the scope of this RFP;

4.0.3 Award a single contract for all equipment/services in Appendix A & B; however the District reserves the right to award a contract for any or all parts of the RFP to one or more vendors;

4.0.4 Negotiate terms and conditions to meet requirements consistent with this RFP; Request providers to clarify their RFP proposals.

4.1 Timeline for Purchase

The purchase of service and/or equipment will be contingent on successful response to this request for proposal; upon E-rate approval and a Notice to Proceed or Purchase Order by the District after E-rate approval.

4.2 Equipment Substitution

If the model specified in the contract is discontinued by the manufacturer after the award of this contract, the only acceptable substitute will be the manufacturer's standard replacement in a configuration that meets or exceeds the specifications and operating capabilities of the "as specified" unit. Further, the substituted equipment must be able to meet the FCC's Service Substitution Criteria. The Proposer must agree to cooperate with the District to provide the information necessary to obtain SLD's approval of a service substitution request.

4.3 Lowest Corresponding Price

Per FCC rules, vendors must offer the Lowest Corresponding Price when submitting proposals. Lowest Corresponding Price (LCP) is defined as the lowest price that a vendor charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See 47 CFR, Part 54, Section 54.500(f). Vendors cannot charge E-rate applicants a price above the LCP for E-rate services. See 47 CFR Section 54.511(b). There is a rebuttable presumption that rates offered within the previous 3 years are still compensatory.

4.4 The District reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission and/or USAC.

4.5 Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

4.5.1 Date of invoice;

4.5.2 Date(s) of service;

4.5.3 Funding Request Number ("FRN");

4.5.4 Vendor SPIN;

4.5.5 Detailed description of services performed and materials supplied that matches District's contract specifications and Form 471 descriptions of same;

4.5.6 Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges);

4.5.7 Invoice on Vendor's letterhead or on a Vendor-generated form;

4.5.8 Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL").

5.0 INFORMATION TO BE INCLUDED IN PROPOSAL

In addition to the other information required to be provided, Vendor also will include with their proposal responses to the following questions:

5.1 Provide a description of the nature and scope of your firm's business endeavors, including history of the company.

5.2 Provide a description of your firm's previous and ongoing relationship, if any, with the District.

5.3 Provide proof that the Vendor and all subcontractors are authorized to do business in Pennsylvania.

5.4 Provide the names and contact information of at least 3 current Pennsylvania clients that can attest to the quality of work provided by your company using or procuring similar goods and/or services as requested in this RFP.

5.5 Provide a description of the firm's experience with the federal E-rate program.

5.6 Provide federal Tax ID Number, E-rate SPIN Number, and FCC Registration Number (FCCRN).

5.7 Provide certification that the Vendor currently is not subject to the Red Light Rule and will notify the District if they are placed on Red Light Status with the FCC. Further, provide a certification that neither the bidder nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, from transactions involving the use of Federal funds where the vendor is unable to certify to any of the Statements in this certification, Vendor shall attach an explanation to their offer.

5.8 Provide contact name and contact information for a person authorized to negotiate terms and conditions.

5.9 Provide contact name and contact information where questions related to the proposal can be directed with a statement certifying that this person (or his/her authorized representative) will be available in January 2027 – April 2027 in order to assist with the completion of the District's E-rate applications, as requested.

5.10 Provide a copy of terms and conditions for the proposed contract.

5.11 Pennsylvania Right-to-Know Law

The district intends to comply with the Pennsylvania Right to Know Law concerning requests for release of documents regarding this procurement. The District will handle requests under the statute and have its open-records officer review the redaction instructions as necessary. Per E-rate regulations, the price of winning bid is not confidential information.

5.12 Provide all documentation with header information Title: Form 470 #270005069

6.0 EVALUATION

In accordance with applicable state law, 24 P.S. Section 8-807.1, the District is required to select the proposal of the "lowest responsible bidder" in the event that the District decides to award a contract.

In order for a bidder to be eligible to be considered a "responsible" bidder, the bidder must comply with the following:

6.1 Submit a timely proposal and not be disqualified under Section 1.7.

6.2 The proposal must include all of the required information in Section 5.

6.3 Information submitted in response to Section 5.5 must confirm the bidder is familiar with and experienced with the federal E-rate program.

6.4 Bidders must indicate their willingness to be bound by the terms of the RFP.

6.5 A bidder that opts to submit a proposal for an alternative manufacturer has submitted required documentation that satisfies the requirements of Section 2.2.

7.0 INTERNET AND BUILDING-BY-BUILDING TERMINATION OF SERVICES

7.1 Right to terminate. Wayne Highlands School District ("District") may terminate service under this Agreement at any one or more school buildings listed in the award, for cause or for the District's convenience. The District may exercise this right before installation, during testing, or after acceptance, including when the service meets all contractual requirements. Termination at one building does not authorize the vendor to discontinue service or change the contract rates at any other building.

7.2 Termination for convenience. The District may terminate service at a building by giving the vendor at least thirty (30) calendar days' written notice identifying the building, the affected service, and the effective date. The District may exercise this right without establishing a service failure, including when E-rate funding is denied or reduced, a building closes, or the District's service needs change.

7.3 Termination for cause. If the vendor misses a contractual installation deadline, fails acceptance testing, or otherwise materially fails to meet a service requirement at a building, the District may give written notice describing the deficiency. If the vendor fails to correct the deficiency within ten (10) business days after receipt, the District may terminate the affected service by written notice, effective immediately. The District retains all other remedies available under the Agreement and Pennsylvania law.

7.4 Charges and continued service. Each proposal must separately identify recurring and one-time charges by building and list any shared districtwide charges separately. Upon termination, the District shall pay amounts properly due for conforming service delivered through the effective date, prorated for any partial billing period, and for completed installation work expressly authorized and accepted by the District. Applicable service credits and prior payments shall be deducted. The vendor shall impose no early termination fee, charge for the unused term, recovery of an unearned installation balance, or repricing of continuing service. The vendor shall maintain contracted service at the remaining buildings throughout the transition.

7.5 Contract priority and E-rate compliance. This provision shall be incorporated into the executed Agreement and shall control over conflicting terms in any vendor quotation, service order, tariff to the extent permitted by law, or standard terms and conditions. The

parties shall cooperate in completing any required E-rate filings. Any replacement service or change of provider for which the District seeks E-rate support remains subject to applicable procurement and E-rate requirements.

8.0 INTERNET AND BUILDING-BY-BUILDING SERVICES AGREEMENT

8.1 Each bidder shall submit two separately priced proposals for the services specified in this RFP, one for a three-year (36-month) term and one for a five-year (60-month) term. Both options shall cover the same school buildings, bandwidth, service levels, and installation requirements so that Wayne Highlands School District can compare pricing on an equal basis.

8.2 For each term, the bidder shall provide a pricing schedule by school building showing the monthly recurring charge for each contract year, all one-time charges, and the total cost over the full term. The bidder shall list shared districtwide charges separately and include them only once in the districtwide total. All prices shall be stated before E-rate discounts. Any annual price increase shall be reflected in the quoted rates for the applicable contract year.

8.3 The District reserves the right to select either term or decline both. Both options shall be subject to the building-by-building termination provision of this RFP.

8.4 Optional Bandwidth Increases During the Contract Term. Wayne Highlands School District may, at its option, increase the bandwidth of the Internet circuit at 474 Grove Street or any individual building-to-building WAN circuit to a higher speed included in the awarded pricing schedule. The District may exercise this option by written service order at any time during the initial three-year or five-year term or an exercised one-year extension. Each upgrade shall retain the existing contract expiration date and the contracted rates for all other circuits.

For each circuit and applicable speed requested in Appendix A, the vendor shall state the total monthly recurring charge at the upgraded speed, each one-time upgrade charge, and the maximum installation lead time from receipt of the District's written order. The vendor shall identify any required changes to optics, ports, or shared core capacity and include their costs in the quoted pricing. The awarded upgrade schedule shall form part of the executed agreement.

The District has no obligation to order an upgrade. The upgraded monthly rate shall replace the prior rate only after the District accepts the increased bandwidth in writing under section 14. The vendor shall prorate both rates as of the acceptance date and maintain the service levels required by section 12.0.

9.0 OPTIONAL ONE-YEAR EXTENSIONS OF THE SERVICE AGREEMENT

9.1 Wayne Highlands School District may, at its discretion, extend either the three-year or five-year service agreement for up to two additional one-year terms, exercised one year at a time. Bidders shall quote each optional year separately for each base term, using the same building-by-building pricing schedule required by this RFP. The executed agreement shall include the extension options and the awarded rates for each optional year.

9.2 The District may exercise an option by giving the vendor written notice before the current term expires and before the District files FCC Form 471 for the funding year covered by the extension. The agreement shall expire at the end of the current term unless the District exercises the next option in writing. Each extension shall cover only services within the original award and shall remain subject to the agreement's building-by-building termination provision, applicable Pennsylvania and local procurement requirements, and FCC E-rate program rules administered by the Universal Service Administrative Company (USAC).

10.0 SINGLE-MODE FIBER HANDOFF AND VLAN TRUNKING

10.1 At each school building, the vendor shall deliver a single-mode fiber handoff (10Gbps or higher) and/or CAT6 ethernet (1Gbps) handoff compatible with Wayne Highlands School District's Cisco switching equipment. The handoff shall support an IEEE 802.1Q trunk carrying multiple District-designated VLANs concurrently. The service shall preserve VLAN separation and deliver each VLAN with its original District-assigned VLAN ID at the corresponding District handoff.

10.2 Option 1 - Aggregated handoff. If the proposed solution uses multiple physical links at a handoff, the vendor shall furnish the required SFP+ ports and compatible single-mode optical transceivers. The proposal shall identify the number and speed of the links, the aggregate capacity, and the supported aggregation method, including whether the links support a Cisco EtherChannel using IEEE 802.1AX Link Aggregation Control Protocol (LACP).

10.3 Option 2 - Single-link handoff. If the proposed solution uses one physical link at a handoff, District acceptance requires a single-mode optical interface compatible with a hot-pluggable, QSFP28 MSA-compliant transceiver.

10.4 Option 3 - Single-link handoff. If the proposed solution uses one physical link at a handoff, District acceptance requires a copper Ethernet then the proposal shall identify the number and speed of the links.

10.5 The bidder shall identify the proposed transceiver, Ethernet standard, operating speed, wavelength, connector type, and optical reach. The bidder shall specify

who supplies the transceiver at each end and identify any Cisco platform or port requirements.

10.6 For each distinct handoff design, the bidder shall explain how traffic passes from the District's Cisco trunk port, across the provider network, and to the receiving District port. The response shall describe how tagged VLANs and any District-designated native VLAN are handled, disclose any provider tagging or VLAN translation, and identify any Layer 2 control protocols the service filters or terminates. Before acceptance, the vendor shall demonstrate with District staff that multiple District-designated VLANs pass concurrently with the expected tags and remain isolated. For an aggregated handoff, the demonstration shall also verify continued connectivity after the loss of one member link.

11.0 INTERNET ADDRESSING AND CUTOVER

11.1 For the Internet circuit at 474 Grove Street, the vendor shall provide native IPv4 and IPv6 service, including a statically routed public IPv4 block of /25 or larger and a statically routed IPv6 prefix of /48 or larger. The proposal shall identify the handoff addressing, routing method, and any recurring or one-time addressing charges. Before cutover, the vendor shall provide a migration plan identifying any required renumbering, the expected interruption, IPv4 and IPv6 acceptance tests, and the steps for restoring the existing service if testing fails.

12.0 NETWORK SERVICE LEVEL AGREEMENT

12.1 Scope and responsibility. The vendor shall provide 24-hour, seven-day monitoring and support for the Internet access circuit at 474 Grove Street and for each managed wide area network (WAN) circuit connecting a school building to the District core. Service levels shall be measured separately for each circuit beginning on the date of written District acceptance. The vendor shall remain responsible for the performance of its subcontractors and last-mile carriers.

12.2 Minimum service levels. The following minimum commitments shall apply to each managed circuit.

Service measure	Minimum commitment
Monthly availability	99% per circuit, measured over each calendar month.
Committed bandwidth	The awarded bandwidth shall be available in both directions simultaneously. The proposal shall identify the committed rate, physical port speed, and measurement method.

Round-trip latency	Monthly average of 40 milliseconds or less between each school WAN handoff and the District core. For Internet access, the bidder shall identify a monitoring endpoint within its network and state the maximum round-trip latency it guarantees to that endpoint.
Packet loss	No more than 0.1% per calendar month between the applicable measurement endpoints, measured during available service periods.
Outage notification	Notify the District's designated technology contact within 15 minutes after the vendor detects or receives notice of an outage.
Restoration and updates	Restore service within 7 hours and 12 minutes elapsed after the outage begins. Provide updates at least hourly until restoration, including the estimated restoration time when known.

12.3 Outage measurement. An outage begins at the earliest of detection by the vendor or notification by the District. It ends when the vendor restores service and verifies that traffic passes in both directions. On a managed WAN circuit, loss of connectivity for a contracted District VLAN shall count as an outage of the affected circuit even if the physical port remains up. Monthly availability shall equal the percentage of covered minutes during which the circuit was available. The vendor shall exclude approved maintenance minutes from both the covered minutes and the outage calculation.

12.4 Maintenance. The vendor shall give the District at least five business days' written notice of planned maintenance that may interrupt service. The notice shall identify the affected buildings, expected interruption, and proposed maintenance window. Only the actual interruption within a District-approved window shall be excluded from availability calculations. An interruption that extends beyond that window shall count as downtime. For emergency maintenance, the vendor shall notify the District as soon as practicable.

12.5 Service credits. The vendor shall automatically apply credit to the affected circuit's monthly recurring charge. The highest applicable tier shall govern for that circuit and month. The provider shall identify the affected circuit, outage minutes, and credit on the next invoice and reflect the adjustment in the District and E-rate billing amounts, as applicable.

12.6 Reporting and recurring failures. The vendor shall provide a monthly report showing each circuit's availability, latency, packet loss, outages, restoration times, and credits. For an outage exceeding four hours, the provider shall deliver a written explanation of the cause and corrective action within five business days after restoration. Failure to meet the

availability commitment in any three months within a rolling six-month period shall constitute a material service deficiency under Section 7.3. Service credits shall be in addition to the District's remedies under Section 7.

13.0 INDEMNIFICATION

The vendor must protect Wayne Highlands School District, its Board members, officers, and employees from third-party claims for bodily injury, death, or property damage to the extent caused by the negligence or willful misconduct of the provider or its subcontractors during fiber installation, operation, maintenance, repair, or removal. The provider must cover its share of judgments, settlements, and reasonable defense costs and repair or reimburse the District for damage it or its subcontractors caused to District property through negligence or willful misconduct. The District must promptly report claims and reasonably cooperate in the defense. Any settlement that admits fault on the District's behalf or imposes a payment or other obligation on the District requires its prior written consent. The District retains its protections under Pennsylvania law, and the clause continues to cover conduct that occurred during the agreement even after it ends.

14.0 CIRCUIT TESTING, ACCEPTANCE, AND BILLING START.

The Vendor shall submit a test report for each circuit demonstrating that the circuit meets the awarded bandwidth, handoff, and applicable routing or VLAN requirements. Recurring charges for each circuit shall begin on the later of the authorized service start date or the date Wayne Highlands School District accepts that circuit in writing. If a circuit fails testing, the vendor shall correct the deficiency and repeat the affected tests at its expense. Acceptance of one circuit does not constitute acceptance of any other circuit.

APPENDIX A

LIST OF SERVICES

All applicable taxes, fees, shipping and surcharges from which the District is not exempt or that is imposed or assessed by Vendor must be shown below or they will not be paid by the District.

Network maps of MDF closets are not available and may not be requested due to security reasons. Information on MDF closets by buildings Demarcation point are listed in APPENDIX B for consideration.

Please provide pricing for 1Gbps, 10Gbps, and 40Gbps connections to the internet and building to building connections as outlined in Appendix B.

Identify the initial service speed and each available upgrade tier separately for every circuit. For each tier, provide the pricing and installation lead time required by section 8.4 for each contract year and optional renewal year.

For each connection and speed, please provide the monthly recurring charge by contract, one-time installation charge(s), special construction if applicable, three and five year totals, and each optional renewal-year price.

Please include a 3 (three) year and 5 (five) year agreement as options for pricing.

Internet Service – Fiber Optic Connection

DATA PROVIDED BY DISTRICT				**DATA PROVIDED BY VENDOR**			
Description and Location			**Estimated Bandwidth**	**Unit Cost**	**Extended Cost**	**Warranty Information**	**% E-rate Eligibility**
Internet Service – Fiber Optic Connection			10Gbps or more (40Gbps Preferred)				70%
Internet Service – Fiber Optic MPLS Network			1Gbps or more (10Gbps Preferred)				70%
Internet Service – Construction / Installation							70%
TOTALS				**$**	**$**		

APPENDIX B

INTERNET SERVICE DEMARCATION POINT AND BUILDING LOCATIONS

I. Wayne Highlands School District – Entity Number: 125977
- 474 Grove Street, Honesdale PA 18431
  - IT Core / Datacenter / Demarcation Point
  - 10Gbps or 40Gbps Internet Connection
  - 40Gbps Fiber Point to Point Location to each school listed below, with exception to Preston School.

II. Lakeside Elementary – Entity Number: 19367
- 129 Lakeside Drive, Honesdale PA 18431
  - MDF / Demarcation Point
  - 40Gbps Connection to 474 Grove Street, Honesdale PA 18431

III. Stourbridge Primary Center – Entity Number: 19368
- 123 ABC Drive, Honesdale PA 18431
  - MDF / Demarcation Point
  - 40Gbps Connection to 474 Grove Street, Honesdale PA 18431

IV. Damascus School – Entity Number: 19350
- 174 High School Road, Damascus, PA 18415
  - MDF / Demarcation Point
  - 40Gbps Connection to 474 Grove Street, Honesdale PA 18431

V. Preston School – Entity Number: 19380
- 1493 Crosstown Highway, Lakewood, PA 18439
  - MDF / Demarcation Point
  - 1Gbps or 10Gbps Connection to 474 Grove Street, Honesdale PA 18431

Each circuit needs to be its own core port or share a handoff of appropriate bandwidth to the sum of total allotment of bandwidth specified within.

For any shared design, the vendor must disclose total core capacity, simultaneous throughput, oversubscription, single-flow limits, and capacity after one member fails.

Provide VLAN transparency testing to the private WAN and define the routed Internet handoff separately.

Please include detailed network diagrams with proposed solutions including bandwidth, switch gear, and connection type.