



Carbon Lehigh Intermediate Unit #21

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August 14, 2025

Dear Telecommunications Service Provider:

Carbon Lehigh Intermediate Unit #21 (CLIU #21) invites you to submit a response to this Request for Proposals (RFP) for telecommunications transport on behalf of itself and its member schools. CLIU #21 seeks to connect up to 18 school locations to various points on its Wide Area Network (WAN) beginning July 1, 2026.

The RFP is available by email request to me at: wanrfp@cliu.org. An associated E-Rate Form 470 also has been posted for your review (#260000383)

This RFP outlines the technical requirements, provides submission instructions and summarizes the selection process that we will use to choose the services we intend to buy. In order to explain the RFP and answer questions, service providers are invited to a **RFP Service Providers' Conference via ZOOM video conference on August 26, 2025, at 9:00 a.m.** Directions are available online:

<https://cliu-org.zoom.us/j/92325967895?pwd=kfTnDeGRIZcZumxS12efXGL6iRcyWS.1>

While this meeting is not mandatory, service provider attendance is encouraged to accurately understand the buyers' intent.

All proposals are due to me by Tuesday, September 30, 2025, in accordance with the instructions in the RFP. Please email me at wanrfp@cliu.org or call (610) 769-1010 with any questions.

Thank you for your interest in this important project for our school students.

Sincerely,

David Russell
Director of Management Information Systems
Carbon Lehigh Intermediate Unit #21
Voice (610) 769-4111
Fax (610) 769-1683

Helping Children Learn

"CLIU is a service agency committed to Helping Children Learn."

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intentionally.



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Request for Proposals for Wide Area Network Transport to Carbon and Lehigh County Schools

Issued by

Carbon Lehigh Intermediate Unit #21

David Russell

Director of Management Information Systems

Carbon Lehigh Intermediate Unit #21

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Section 1: General Information for Service Providers

1.1 Purpose

Carbon Lehigh Intermediate Unit #21 (hereinafter referred to as “CLIU” or “the IU”) is an educational service provider to public and private schools in and around the greater Lehigh Valley in Pennsylvania. For many years, CLIU has operated a Wide Area Network (WAN) to provide Internet and educational content to regional schools.

Sixteen of those schools have service contracts, which are due to expire on June 30, 2026. All currently have layer 2 fiber transport from their location to the CLIU WAN. In addition, two additional schools seek intra-district transport from one location to another within Jim Thorpe Area School District and Northwestern Lehigh School District. This Request for Proposals (RFP) seeks to secure transport for these 18 locations for at least the next five years.

1.2 Issuing Officer

The Issuing Officer is the official point of contact with regard to all matters relating to the services described herein during the procurement process. Service providers interested in responding to the RFP must register with the Issuing Officer via email to receive the RFP documents.

David Russell
Director of Management Information Systems
Carbon Lehigh Intermediate Unit #21
4210 Independence Drive Schnecksville, PA 18078
wanrfp@cliu.org
Voice (610) 769-4111
Fax (610) 769-1683

The Issuing Officer will administer this procurement. Service Providers must direct all communications concerning this RFP solely with the issuing officer via email.

1.3 Timeline for the Procurement Process

Responses to this RFP are due on September 30, 2024, according to the following timeline:

- August 14, 2025..... RFP available
- August 26, 2025..... Service Providers' Conference via Zoom Videoconference
- September 23, 2025 Deadline for submitting questions for official written response
- September 30, 2025 RFP proposals due to Issuing Officer by 3:00 PM EDST.
- October 7, 2025..... Service provider oral presentations (hold the date, if required)
- October 21, 2025..... Best and final proposals due (only if required)
- December 9, 2025 RFP award date
- February, 2026 Final contract approval
- July 1, 2026..... Services delivery start-date

In no event will final contract approval and execution of the contract by both the service provider and CLIU be after the deadline for filing a completed E-Rate Form 471, which will be determined by the administrators of the federal E-Rate program.

The Issuing Officer reserves the right to modify this schedule at his discretion.

1.4 Scope of Document

This RFP seeks the following telecommunications services for at least a five-year term:

- WAN transport from 16 school district/career and technical school hub-site locations to one of three CLIU regional Points of Presence (PoPs);
- Intra-district transport from 2 outlying school building to the specified hub-site location.

For the Base Proposal and Alternate Proposals 2 and 3 (explained beginning in Section 1.6), service providers are required to offer service to all sites within the WAN, but are not required to offer services to all the schools seeking intra-district transport. For the Service Provider's Choice Proposal(s), service providers may propose services to any combination of sites. This document does not seek Internet services.

1.5 Amendments and Addenda

If it becomes necessary to revise any part of this RFP or to issue any clarifications and/or additional information, the Issuing Officer will issue an amendment or addendum, and a notice will be e-mailed to all Service Providers that have registered with the RFP website. Service Providers may request an e-mail hardcopy of the amendments by contacting the Issuing Officer via e-mail.

1.6 Definition of Terms

This section summarizes the terms used to describe the various proposal scenarios sought. Details are included in Section 2: Statement of Work.

Buyers. For this RFP, the term “buyers” refers generically to the intermediate unit, school districts and career and technical schools that are participating in this procurement process and specifically to the administrative school entities that will be making purchasing decisions and signing contracts. **Important! Although the buyers will be making procurement decisions together, CLIU expects that the service provider will sign a contract with each administrative school entity separately. CLIU is the single point of contact for all contracts.**

Buying Groups. The term “Buying Groups” encompasses the schools in the WAN Group and District Group as defined below:

- **WAN Group.** The “WAN Group” is the inter-district set of buyers which has committed to participate in the CLIU WAN together. Each school in the WAN Group has submitted a letter of intent to purchase services pursuant to this RFP. Typically, each school in the WAN Group seeks a single connection from its hub-site location to one of three CLIU PoPs. The WAN Group intends to purchase WAN services together as part of a joint decision-making process led by the IU, but sign individual contracts.
- **District Group.** The “District Group” contains one or more sets of schools that also need transport service. At present, the District Group only contains two transport links. Each District Group school intends to purchase services independently of the WAN Group or any other school.

WAN Site/Hub-Site. The terms WAN Site and Hub-Site are used synonymously throughout this document. They refer to school locations that will directly connect to the CLIU WAN.

“Base Proposal” (Base #1): The “Base Proposal” represents the buyers’ best estimate of the services they expect to buy from this RFP and are fairly confident of the affordability of those services based on their knowledge of existing prices. Technical specifications are in Section 2.

“Designated Alternate Proposal” (Alternate #2): If the buyers do not receive a Base Proposal that meets their budgetary requirements, they may consider a Designated Alternate Proposal with lower bandwidth amounts to save money. Let it be known that the buyers’ preference is for the higher bandwidth amounts in order to adequately support current and future applications in accordance with their technology plans.

“Designated Alternate Proposal” (Alternate #3): The buyers may opt for the Designated Alternate Proposal with higher bandwidth amounts, depending on which best aligns with their financial

constraints. If it is deemed necessary to meet future needs and the pricing is feasible within their budget, they prefer an increase in bandwidth to adequately support current and anticipated applications in accordance with their technology plans.

“Service Providers Choice” (Alternate #4): This option has been intentionally left blank to give the service provider the flexibility to propose an optional bandwidth amount of their choosing.

1.7 RFP Service Providers’ Conference

In order to explain the RFP and answer questions, service providers are invited to an **RFP Service Providers’ Conference via Zoom video conference on August 26, 2025, at 9:00 am.**

<https://cliu-org.zoom.us/j/92325967895?pwd=kfTnDeGRIZcZumxS12efXGL6iRcyWS.1>

While this meeting is not mandatory, service provider attendance is encouraged to accurately understand the schools’ collective intent.

1.8 Instructions for Response

Service providers must submit a proposal as specified that addresses **EACH** numbered item in Sections 1, 2, 3 and 4 and provides a valid response. Valid responses are:

“ ____has read, understands, and will comply.”

“ ____has read, understands, and will not comply.”

A specific response that answers a question, addresses a requirement or proposes an alternative to a requirement.

The buyers will consider any omitted response to any numbered item as an affirmative response to that particular requirement.

Responding service providers are not permitted to change or supplement any part of the proposal after submission deadline, except as described in 1.17.

Additional submission details and a response checklist are included in Section 5: Format of Response.

1.9 Submission Costs

Neither the buyers nor any RFP participants or consultants are liable for any costs incurred by a service provider or subcontractor in preparing or responding to the RFP. In addition, all costs submitted must include all charges including any and all taxes, tariffs, surcharges and fees. **Any charges not submitted or disclosed within your final proposal will not be billable to the buyers.**

1.10 Confidential Information

RFP responses will be held in confidence by the buyers and review team and will not be revealed to or discussed with third parties except as required by applicable local, state and federal law and regulations, including relevant state or federal grant programs. RFP proposals submitted to the buyers may be reviewed and evaluated by independent agents of the buyers who are not affiliated with any of the bidders and such persons will comply with these confidentiality provisions.

The Issuing Officer has the right to use any or all ideas presented in any RFP proposal. Selection or rejection of the RFP proposal does not affect this right. Any financial information disclosures that are considered of a proprietary and confidential nature by the service provider 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.

1.11 Rejection or Acceptance of Responses

The buyers reserve the right not to award any contracts in response to the proposals submitted in response to this RFP. The buyers will initially review the proposals for compliance with the procedural requirements set forth in Section 5 and may reject any proposal that materially fails to comply with Section 5. Any deviation from the performance requirements or other terms of the RFP, informalities or defects, if in substantial compliance with the terms and intent of the RFP, may be accepted by the buyers; however, material deviation, informalities or defects also will be grounds to reject any proposal. Alternate Proposals will be considered in accordance with the directives of Section 6.

1.12 Validity of Proposals

Proposals must be valid for the duration of this process, at least until April 2026.

1.13 Debriefings

Service providers whose RFP proposals are not selected may be given the opportunity to have questions answered by the buyers, at the buyers' discretion.

1.14 News Releases

News releases pertaining to this project will not be made without prior approval from the Issuing Officer.

1.15 Notification of Selected Service Provider(s)

The selected service provider(s) will be advised of selection by the Issuing Officer through the issuance of a notification of award letter. Unsuccessful service providers also will be notified by via email.

1.16 Economy of Preparation

All service provider proposals should be prepared simply and economically, providing a straightforward, concise description of the service provider's ability to meet the requirements of the RFP.

1.17 Oral Presentation and Best and Final Proposal

Each valid RFP response will be reviewed by the buyers for the purpose of selecting finalists for oral presentations. The number of finalists will depend on the number of and quality of proposers.

Oral presentations, if necessary, will be scheduled by the Issuing Officer and held on October 07, 2025, virtually via Zoom. Service providers should save this date. If invited, the Issuing Officer will contact the company representative soon after RFP submission to schedule a time during that day.

Oral presentations provide opportunities for the finalists to clarify their responses and allow the buyers to ask additional questions. After the oral presentations, finalists will have the opportunity to submit best and final proposals that put in writing the answers to any remaining questions, clarify any points and offer final pricing. The buyers explicitly understand that best and final submissions may include changes in price. The buyers will evaluate the best and final proposals to make award decisions in accordance with Section 6 of this RFP.

CLIU has the right to use any or all ideas presented in any RFP proposal. Selection or rejection of the RFP proposal does not affect this right.

CLIU reserves the right to accept or reject any proposal, at its sole discretion. Any submission that is deemed incomplete or does not meet the requirements of the RFP is subject to rejection.

CLIU may, at its sole discretion, accept or reject proposals with deviations from the performance requirements or terms of the RFP. Proposals containing changes to the terms and conditions or any other deviation from the RFP must be clearly marked and identified in a preface to the proposal response.

CLIU will advise the selected Service Provider(s) of selection through the issuance of a notification of award letter. Service Providers whose RFP proposals are not selected will be notified by email and may be given the opportunity to have questions answered by CLIU, at CLIU's discretion.

1.18 Selected Service Provider Responsibilities

The selected service provider(s) will be required to assume full responsibility for all products, services and warranties offered in its RFP proposal whether or not the services are provided by the service provider or its subcontractors. Further, the buyers will consider the selected service provider to be the sole point of contact with regard to contractual matters.

1.19 E-Rate

CLIU will be leveraging the federal E-Rate program and has filed an FCC Form 470 for this procurement contemporaneously with the issuance of this RFP.

Service Providers must demonstrate full understanding and compliance with all applicable federal E-Rate program requirements. CLIU requires that ALL SERVICES sought in this RFP are eligible as Priority 1, Telecommunications Services and Internet Access services. Upon request, Service Providers must be able to validate that all charges are eligible for Priority 1 E-Rate discounts. The successful Service Provider shall designate an E-Rate specialist to work with the CLIU, in accruing the necessary information required to submit forms associated with the E-Rate process including any E-Rate Administrator inquiries. Should the successful Service Provider be involved in an action that could in any way impact the CLIU E-Rate applications and/or CLIU invoices or funding status, during the term of the contract, the Service Provider must immediately, but no later than 72 hours, notify the Issuing Officer unless prohibited by law from doing so. Such an action may include but not be limited to an investigation of any of its actions or behaviors concerning its E-Rate activities.

Service Providers proposing a full fiber optic network, and/or Service Providers submitting Internet access proposals are not required to be an Eligible Telecommunications Provider or to provide services on a common carrier basis. Service Providers proposing any other telecommunications service other than fiber must be recognized by the E-Rate Administrator as a telecommunications common carrier and must file FCC Form 499 documents in accordance with FCC requirements. Service Providers submitting proposals solely for the provision of Internet service must meet E-Rate requirements governing Internet Service Providers. Proposals submitted by Service Providers who do not meet the above eligibility requirements will not be considered.

Providers must provide a response to this RFP that is fully compliant with E-Rate rules and guidelines. Providers must submit their Universal Service Program Service Provider Identification Number (SPIN) with the RFP response. Providers must obtain and submit a Federal Communications Commission Registration Number (FCCRN) with the provider response. Proof of the SPIN and FCCRN (in the form of a printout from the USAC and FCC websites, respectively) must be included in the proposal. The provider must also verify that its SPIN is in good standing with the FCC and the provider's SPIN is not on "Red Light" status.

All wide area network services provided in conjunction with this RFP must be provided under a single Service Provider Identification Number (SPIN). In cases where a Service Provider and/or its affiliates have multiple SPINs, a single SPIN must be designated for all services rendered and all billing initiated with regard to this project. Service Providers must confirm their ability and willingness to provide all E-Rate eligible services under a Single SPIN in their proposals. Proposals not including this confirmation will not be considered.

The successful Service Provider also must abide by the requirements for providers under the E-Rate program as set forth by the FCC and the E-Rate program administrator. These requirements include, but are not limited to: filing of all required Service Provider forms including Form 498, Form 499 (annual and quarterly submissions); Form 473 (Service Provider Annual Certification Form), provision of discounted bills to the IU and billing the E-Rate administrator for the E-Rate discount amount; compliance with E-Rate document retention requirements in order to meet the audit requirements of the program; the FCC's Lowest Corresponding Price requirement; assistance with E-Rate audits including invoicing audits; and the provision of any information participating that eligible entities must submit as part of their filing requirements. The provider must be able to separate any costs that are associated with E-Rate eligible versus non-eligible entities or services.

Providers have access to E-Rate regulations and policies via the E-Rate Administrator's Website: <https://www.usac.org/> Providers may obtain a FCCRN via the Federal Communications Commission Website: <http://www.fcc.gov>.

1.20 Subcontracting

If a proposed solution includes subcontracting work to another Service Provider, the primary Service Provider submitting a proposal must identify each subcontractor in writing and provide a detailed description of the work to be performed including the physical location and circuits of the network that will be subcontracted. The proposer must verify in its Proposal that subcontractors will be subject to the requirements set forth in this RFP and in the contract that may be awarded to the proposer. CLIU has the sole right to reject any subcontractors which shall not be exercised arbitrarily.

1.21 Security and Pennsylvania Act 34 Clearance/Act 151/ACT 114 Clearances

All contractors and subcontractors working on-site in the schools must comply with all security and safety procedures established for each school facility. In addition, the Successful Service Provider must secure all clearances and record checks required by law. Documentation of these clearances must be submitted to the Issuing Officer. Procedures for acquiring clearances associated with this project may be acquired from the following:

- For Pennsylvania Residents: Form SP4-164-Pennsylvania State Police "Request for Criminal Record Check" – Call (717) 783-5494
- Out-of-State Residents: Pennsylvania Form SP4-164 and FBI Background Check
- Pennsylvania "Child Abuse History Clearance" – Call (717) 783-6211
- FBI "Criminal History Clearance" – Call 1 (888) 439-2486

The Service Provider and any of its subcontractors may not begin on-site work at the school district sites until CLIU has received clearances for all workers involved in the project and the Service Provider has obtained and furnished to CLIU all relevant certifications, licenses, permits and/or other required qualifications.

1.22 Tax Exempt Status

The schools in this RFP are exempt from Pennsylvania Sales and Use Tax and enjoy other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. Interstate telecommunications services provided to the buyers are subject to assessment of the universal service contribution fee. This notice shall serve to satisfy any notification required by the service provider as to these tax exemptions. Service providers must ensure that their cost proposals include all applicable taxes, tariffs and surcharges from which the schools are not exempt, as required in Attachment 1.

1.23 Penalties for Non-Performance

Please be advised that the final terms and conditions will include penalties 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 service provider's proposed project summary schedule.

1.24 Additional Information for the Service Providers

The buyers have the right to:

- 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 service providers;
- Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request service providers to clarify their RFP proposals in addition to the process described in 1.17;
- 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 given the most points in the evaluation among all of the various factors considered in the evaluation.

SECTION 2: Statement of Work

Service providers should address each numbered heading in this Section 2: Statement of Work, by acknowledging the requirement, answering the question or responding as otherwise applicable. See Section 1.8 and Section 5: Format of Response, for additional response instructions.

The address, phone number and required technical information for each school participating in the RFP is listed in Attachment 1- Pricing Templates. Attachment 1 is very important- it is the primary tool for presenting bandwidth, term of service, pricing and topology information for the buyers. Please be sure that you are filling it out accurately and completely in accordance with the instructions in Section 4: Contract Conditions.

All the schools seek to begin services on July 1, 2026.

2.1 Buyers' Intent

The IU and its member schools seek to continue their regional WAN for the next five years and beyond. They seek to add to the number of schools on their networks and enhance the reach of CLIU. And, they seek to use the re-bidding opportunity to further solidify network reliability, increase bandwidth and generally improve the quality and cost-effectiveness of their networks.

This RFP is designed to extend, enhance and improve upon the existing WAN as follows:

- Ensure a seamless transition from the existing service contract to a new one;
- Continue to use the WAN for the effective transmission of Internet, CLIU and other educational services to member schools;
- Maintain or increase the bandwidth to Hub-Sites;
- Establish a new five-year term of service with additional one-year renewal options;
- Ensure that new schools have the opportunity to join the network in the future; and
- Leverage the collective buying power of the schools to drive the deployment of new broadband infrastructure, where possible.

2.1.1 Uses of the Networks

In addition to delivering Internet services, the WAN will be used to deliver an array of educational and administrative applications for schools. Uses may include:

- Delivery of video content
- Distance education
- Hosting instructional and educational-support applications
- Voice and Video Over IP
- Two-way, real-time video
- Other applications supporting curriculum and administration
- Virtualization services
- Offsite storage and backup

2.2 Technical Requirements and Features Sought

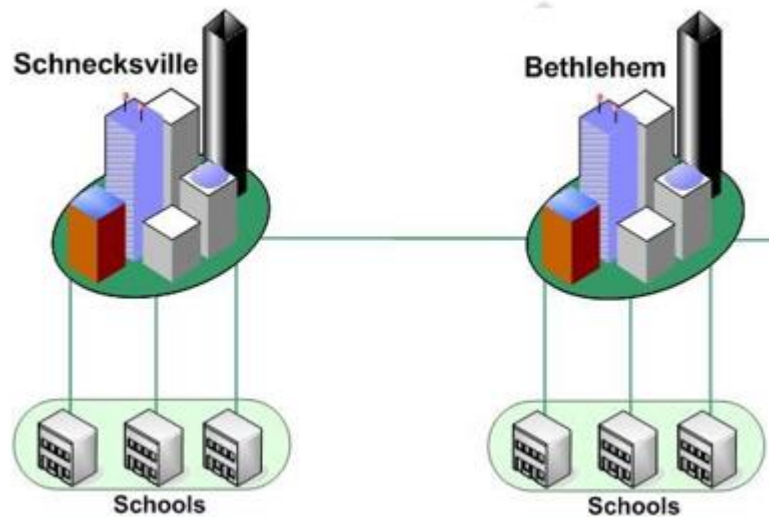
Section 2.2 and its subsections identify the services and features sought by the various schools in the WAN Group and District Buying Group. The buyers seek to purchase leased telecommunications services and will not own the equipment or facilities associated with this RFP. Any relevant leased equipment must be eligible for E-Rate discounts as on-premise Priority One services. Proposals also must consider any and all central office equipment upgrades, conduit needs, one-time port charges, taxes and fees that may apply during the life of the initial term of the contract.

Complete, turnkey solutions are required. Buyers are looking for all-inclusive proposals without hidden costs, fees or additional charges for appurtenant equipment, installation or extra items required for fully-functional networks. Anticipated taxes and fees must be disclosed.

2.2.1 WAN Services

The current network topology is depicted in Figure 1. The CLIU WAN employs 10 to 10,000 megabits per second (Mbps) Ethernet transport from each school district/technical school Hub-Site to one of two different CLIU Points of Presence (Schnecksville, Bethlehem). Additional buildings within school districts connect through district Hub-Sites.

Figure 1- CLIU Network Points of Presence (PoPs)



Each district Hub-Site (listed in Attachment 1 as “Site A”) will be connected to the CLIU WAN at one of three PoPs (“Site B”). The service provider may choose which “Site B” it will use as the termination point for Site A by selecting the site from the drop-down menu in Attachment 1. For any intra-district sites, Site A and Site B are specifically listed in Attachment 1.

2.2.1.1 Transport Term of Service

Unless otherwise specified in Attachment 1 Column X, the term of service for all transport links in all

Buying Groups shall be five years (60 months) with up to three, one-year renewal periods.

2.2.1.2 Transport Bandwidth

The buyers seek to evaluate multiple transport bandwidth options from service providers so they may choose the most cost-effective solution for their needs. For the Base and Designated Alternate Proposals, service providers must:

Provide transport services to all the Hub-Sites in the WAN Group.

Otherwise, the buyers need not consider your proposal. Service providers do not need to offer service to all schools in the District Group, although they are encouraged to do so.

For the Service Provider's Choice Alternate Proposal(s), service providers do not need to offer services to all the school locations and may discriminate site-by-site.

2.2.1.2.1 Transport Base Proposal #1

For the Base Proposal #1, (most likely purchasing scenario) the schools seek the bandwidth identified in Attachment 1 Column S. Specifically, the Lehigh County schools seek 10,000 Mbps service, the Carbon County schools seek 1,000 and 10,000 Mbps service bandwidth as specified.

2.2.1.2.2 Designated Alternate Proposal #2

For the Designated Alternate Proposal, the buyers are requesting service options with varying capacity levels to provide flexibility in their selection process. There is no requirement to choose a Designated Alternate Proposal if the Base or other Alternate Proposal is selected.

2.2.1.2.3 Designated Alternate Proposal #3

For the Designated Alternate Proposal, the buyers are requesting service options with varying capacity levels to provide flexibility in their selection process. There is no requirement to choose a Designated Alternate Proposal if the Base or other Alternate Proposal is selected.

2.2.1.2.4 Service Provider's Choice Alternate Proposal #4

The service provider may offer additional bandwidth offerings that may better fit its particular technology solutions or business model in accordance with the schools' intent. A service provider may submit as many Service Provider's Choice Alternate Proposals as it requires to present adequate choices for the buyers to consider. Multiple Service Provider's Choice Alternate Proposals should be presented as additional worksheets within Attachment 1 and labeled "Service Provider #XX".

2.2.1.2.5 Bandwidth Flexibility

CLIU seeks the ability to add other school buildings within its primary service area (Carbon and Lehigh Counties) to its network during the five years of the contract. For example, a district may construct a new school building over the next five years that would need to be integrated into the network.

The addition of new buildings shall be within the scope of this RFP and scope of the contract to be executed by the parties and shall be considered a “minor contract modification” as that term is defined by E-Rate program rules.

Please explain how you would accommodate such a request.

Besides adding locations, the buyers may need to expand the bandwidth at existing locations to accommodate growth in the use of broadband applications. Such an increase may occur at any of the participating schools. Therefore, the buyers are seeking scalable service with incremental options in the pricing. For example, a school that starts receiving WAN services at 1,000 Mbps may wish to upgrade to 10,000 Mbps over the term of service.

Such increases in capacity shall be within the scope of this RFP and scope of the contract to be executed by the parties and shall be considered a “minor contract modification” as that term is defined by E-Rate program rules.

Service providers should discuss how the bandwidth of participating schools may be upgraded once service has begun, scaling through at least 20,000 Mbps.

2.2.1.2.6 Guaranteed Bandwidth to the School Hub-Sites

Transport services must provide guaranteed bandwidth from each school to its desired termination point (Point B in Attachment 1). Service providers shall not “daisy-chain” schools together without ensuring that the last school in line receives the full amount of bandwidth purchased per specifications. Service providers should pay careful attention to the FCC’s E-Rate prohibition regarding exclusivity of the WAN infrastructure.

2.2.1.3 Transport Medium

The transport medium may be any physical medium that meets performance, connectivity, speed and service level requirements. However, all schools currently have fiber and fiber connections are strongly preferred.

In Attachment 1, the service provider should identify the transport medium in Column U that will be used to deliver service (i.e. fiber, copper, etc.) site-by-site. Discuss any physical limitations of the proposed solution and your mitigation procedures to remediate any real or perceived weaknesses.

If proposing a wireless solution or hybrid wireless solution, discuss the type of wireless technology to be used, including the type of tower (lattice, concrete pole, rooftop mount, etc.) and the ability to get the required permits and licenses. Specify if you propose to use licensed or unlicensed frequencies.

2.2.1.4 Layer 2 Transport Only

The buyers are not interested in purchasing Layer 3 or MPLS services in ANY design, pursuant to this RFP. They seek Layer 2 Ethernet-based solutions ONLY. Layer 2 services must be able to support multiple VLANs per connection with no restrictions on MAC addresses or MTU size. Please explain the nature of the Layer 2 solution you propose.

2.2.1.5 Leased Edge Equipment

The buyers may seek managed transceivers at the demarcation point for all sites. They do not want termination devices to be routers or switches. All edge equipment must be in compliance with the On-Premises, Priority Equipment rules pertaining to the E-Rate program.

Please specifically describe the equipment to be used at the edge and the service package proposed (i.e. equipment manufacturer, model, additional interface modules, software feature set, etc.). Identify any additional equipment that the schools will need on their side of the demarcation point.

If the service provider offers existing service to a buyer or WAN Group, address whether and to what extent the current equipment will be upgraded, refreshed or configured to insure its continued effective operation.

As appropriate, please provide a diagram of how a proposed edge device would connect to a buyers' network and describe how it would work and interface with the buyers' equipment.

2.2.1.6 WAN Availability and Performance

The buyers seek highly reliable and highly available network transport for their schools. Each service provider must adhere to a set of service parameters that are enforced in a Performance SLA. See Section 2.2.3.2 for details.

2.2.2 Internet Services

This RFP seeks no Internet services and is not to be included in any option.

2.2.3 Network Operations

This section addresses specific requirements related to network operations, including the process for monitoring the network, resolving service problems and providing service guarantees.

2.2.3.1 Network Monitoring

Service providers must monitor their networks 24 X 7 and notify the school point of contact if service is interrupted or performance does not meet contractual standards.

If applicable to a given proposal, schools also must have viewing and monitoring capabilities within the limitations of the Layer 2 solution and in accordance with E-Rate rules. At minimum, this should include circuit utilizations statistics for individual links through the service provider's Network Operations Center (NOC). Schools will not maintain, repair or configure the electronics or network, in accordance with

federal E-Rate rules. Regular utilization and trouble reports must be made available to the school contacts and upon request.

2.2.3.2 Performance Service Level Agreement

The service provider shall offer a Performance Service Level Agreement (SLA) covering all services proposed as part of this RFP. The SLA shall apply collectively for the WAN Group and the District Group and individually to all school sites. Service providers should submit an SLA with the proposal response that clearly delineates how the service provider will modify meet and enforce minimum standards.

School networks have predictable usage patterns. Demands are highest during school hours and lowest during evenings, weekends, holidays and the summer. For all the service parameters listed in the subsections to 2.2.3.2, the buyers seek proposals that recognize these patterns and maximize service availability and performance during the times that the schools really need it.

The service provider's ability to cost-effectively meet the service parameters in this subsection will be evaluated by the buyers and considered in accordance with Section 6: Criteria for Selection. If a service provider is not able to meet the service parameter and back it up with an SLA, the service provider needs to propose an alternative measure. In considering the balance between performance and price, service providers are reminded that the cost of E-Rate eligible services will be the most heavily-weighted factor in making award decisions.

The buyers want the Performance SLA to address the following parameters and meet the following minimum standards for all services:

2.2.3.2.1 Service Availability

The buyers seek at least 99.99 percent service availability for all services in this RFP, measured on a daily basis. This translates to 53 minutes of down time a year or less, except for scheduled outages for maintenance. Service availability standards shall apply to EACH transport link individually.

2.2.3.2.2 Network Latency

The buyers seek guarantees that round trip latency will not exceed 20 milliseconds on a per-circuit daily basis. For WAN latency, the service provider should measure circuit-by-circuit from one Hub-Site (the service provider's edge equipment) through the entire service provider network to another Hub-Site.

2.2.3.2.3 Network Throughput

The buyers seek guarantees that end-to-end throughput will meet or exceed 90 percent of the guaranteed bandwidth throughout the network on a per-circuit, daily basis.

2.2.3.2.4 Jitter

The buyers seek guarantees that end-to-end jitter will be less than 2 milliseconds on a per-circuit, daily basis.

2.2.3.2.5 Packet Transmission

Packet transmission is based upon successful delivery of packets through the service provider's fully-routed, native IP backbone. "Packet loss" is defined as those packets dropped due to transmission errors and/or router overloading within the service provider network. The WAN goal shall be no packet loss. The buyers seek guarantees that end-to-end packet loss will be less than 0.05 percent on a per-circuit, daily basis.

2.2.3.2.6 Responding to Network Problems

When services are not meeting minimum performance requirements, the buyers want the service provider to notify them of the problem and fix it quickly. They seek a response time of thirty (30) minutes and a resolution time (Mean Time to Repair) of four (4) hours.

Service provider field technicians should be available for dispatch to work with service provider technicians to troubleshoot, diagnose and remediate anomalies and/or network issues. Any network anomalies reported by the buyers must have a call back from the service provider within thirty (30) minutes to, (a) acknowledge the issue has been logged and, (b) provide current status. That opens the "trouble ticket" for logging the problem. Trouble tickets also may be opened if the buyer notifies the service provider of the problem. If no call back is received, the escalation process is to be engaged by the buyer.

The service provider needs to provide a minimum of two (2) severity levels for outages (i.e. "major" or "minor"). Major outages shall be defined as those where the service availability is $< \text{ or } = 50$ percent, as averaged over a two (2) hour period. Minor outages shall be defined as those where the service availability is > 50 percent. In extreme situations however, "minor" outages, defined as issues with no or little impact on performance or operations, take a lower priority in the service queue. The standard service intervals should be as follows:

Service response intervals, minor outage:

- Maximum of thirty (30) minutes response/call back to reported issues or anomalies
- Maximum of two (2) hours to identify problem and report resolution.
- Maximum of four (4) hours to implement resolution after reported.
- Service response intervals, major outage/emergency.
- Maximum of fifteen (15) minute response/call back to reported issues or anomalies.
- Maximum of one (1) hour to identify problem and report resolution.
- Maximum of two (2) hours to implement resolution after reported.

2.2.3.2.7 Performance SLA Penalties and Credits

An outage is when the buyer's service does not work like it is supposed to work. Outage time is defined as the total time in a given period that a buyer's service does not meet the minimum standards as defined in the service provider's contractual obligations (the Performance SLA).

Outage time is measured from the time the service provider opens a trouble ticket to the time a problem is resolved. Outage time does not include outages of less than 60 seconds in duration, time attributed to

a buyer's delay in responding to a service provider's request for assistance to repair an outage, or the following exclusions: failure of any components beyond the core routers/switches maintained by the service provider; failure of any components the service provider cannot correct because the buyer is inaccessible; force majeure events; the buyer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by the buyer to use the data services, including without limitation, work repair or maintenance performed on equipment located on the buyer's premises by persons other than the service provider or service provider-authorized technicians; outages due to scheduled maintenance.

- If the outage time is between 5 minutes and 60 minutes (1 hour), the buyer will receive a 1-hour service credit for the affected service, excluding taxes or surcharges.
- For each additional outage of sixty (60) minute duration beyond the initial 60 minute outage hour, an additional 1-hour of service credit.
- Three (3) or more outages on a given circuit of any duration of five minutes or greater in any 30 day period will result in service escalation and a buyer review meeting.
- If the buyer has an outage on a monitored circuit, the service provider will automatically process and issue a service credit.
- If a buyer has an outage on a non-monitored circuit, the buyer must contact the service provider account manager in writing within 30 business days after completion of the measurement period to request a service credit. Upon the service provider's verification of the outage time, the service provider will issue a service credit to the buyer's account.

Monthly Maximum - Service credits issued in any month under a Performance SLA will not exceed eligible a buyer's total monthly recurring charge for the affected circuit.

Yearly Maximum - The combined cumulative total of service credits issued during a contract year under a Performance SLA will not exceed 100 percent of a buyer's annual contract for service provider services.

2.2.3.2.7.1 Scheduled Maintenance

Service providers must coordinate with the buyers for all scheduled maintenance with at least one week advanced notice to accommodate the unique schedules of K-12 schools. If the service provider does not provide advanced notice, any outages due to the maintenance will be considered Outage Time. This does not apply to maintenance related to a trouble ticket, although advance notice is still imperative wherever possible.

2.2.3.3 Delivery Service Level Agreement

The buyer requires the service provider must guarantee service delivery start dates using a Delivery SLA similar or superior to the example given in this section. This Delivery SLA is different from the Performance SLA. It specifically refers to the service provider's ability to deliver new services, not meet ongoing standards of performance. It must apply to all services sought in this RFP.

If services are not accepted by the start date in the service provider's approved project plan due to the service provider's conduct and performance, then the Delivery SLA penalties will be invoked. "Turn-up" does not constitute delivery of services until the link is accepted as provided in Section 2.3.4.

Delivery Service Level Agreement Example and Penalties

Service providers shall provide a schedule that outlines each Party's responsibilities to meet service deliverables. Service(s) as listed will be available and operational to every Site on or before (specific month/day/year) and Service Provider agrees that failure to have the Service available and operational to any Site on or before (specific month/day/year) will involve the Site incurring additional cost(s) and expense(s).

Service Provider shall agree to specific contract language that imposes a Service Level Agreement (SLA) penalty due from the Service Provider for failing to deliver service to the Site(s) on the specific date(s) identified in the submitted and approved Project Summary Schedule for each site as submitted by the Service Provider in accordance with its proposal submission and superseded by the project schedule as defined in the contract between the Service Provider and the School Entity Customer, if applicable.

The SLA penalty shall be in the form of service credit(s) on the Service Provider's monthly billing to the School Entity Customer. The total credit due shall be equal to the sum of 1/30th of the Service Provider's monthly service charge per day per Site for (specific month/day/year) plus 1/30th of the Service Provider's monthly service charge per day per Site for each day thereafter that the Service is not available and operational to a Site.

For each site where service delivery is delayed beyond 30 days, each site credit due will be multiplied by the number of 30-day periods outstanding from the initial delivery date for that site (e.g., 31 – 60 days late incurs a multiplier of 2; 61 – 90 days late incurs a multiplier of 3, etc.).

Should the School Entity Customer, including all participating school entities and/or the IU, cause a delay that directly hinders the Service Provider from providing Service on or before (specific month/day/year), the School Entity Customer acknowledges the delay may cause harm to the Service Provider, and Customer agrees that the Service Provider will not be held liable for penalties incurred due to failure to provide Service.

Are you able to execute a DSLA similar to the example above for all services in the proposal?

2.2.4 Additional Information about CLIU PoPs

CLIU operates its network operations from two geographical selected points of presence listed below and in Attachment 1:

- Bethlehem PoP- 1829 Savercool Avenue, Bethlehem, PA 18015; (610) 841-
- Schnecksville PoP- 4210 Independence Drive, Schnecksville, PA 18078; (610) 769-4111

All school district connections listed within this RFP must terminate directly into one of these locations. Please contact the Issuing Officer via email or phone for more information or to schedule a site visit.

2.2.5 Network Diagrams

For each of the Buying Groups being offered service, please provide a network diagram of the proposed design. Please clearly label the bandwidth proposed for each transport link and identify the location of all points on the network. Depict how the network will function and how the design will provide the guaranteed bandwidth throughout.

2.2.5.1 Additional Technology Information

Provide any additional information necessary to describe the proposed technical solution.

2.3 Project Planning and Network Launch

This section identifies preferences and requirements related to the launch of new services from this RFP. It includes information about installation requirements, project schedules and testing procedures.

Service providers must offer end-to-end solutions that include all aspects of successful network installation and service launch, including: planning and design; installation and configuration of on-premise Priority One equipment; set up of materials such as patch cords, equipment racks, connections, innerduct and fiber extensions; coordination of permits, licenses, make-ready, tower rentals, pole rentals, rights-of-way, applications, etc. The service provider must bring the circuit to the demarcation point inside the school building at the customer's equipment. All E-Rate eligible installation costs need to be clearly disclosed and included in the service price.

Please specify the installation requirements, (including inside conduit, outside conduit, rights-of-way, extra equipment, power requirements, climate control, etc.) that will be the responsibility of the customers and not the responsibility of the service provider. Any additional costs and requirements of the buyers must be specifically disclosed.

2.3.1 Installation of Services

All permits, pole rentals, tower rentals, right of ways, licenses, agreements, site surveys, engineering, design planning, make-ready, applications, conduit, and all other appurtenances and inspections required for the installation of new facilities required for service delivery are the sole responsibility of the service provider and will be furnished at the service provider's expense.

2.3.1.1 Debris

The contractor shall remove any debris associated with the installation of new facilities and return the surrounding area to its previous condition.

2.3.1.2 School Operations

Disruptions to school operations must be minimized; all network cutovers must be performed after normal school hours, on the weekends or otherwise coordinated with school officials to avoid disruption to students and staff. All work areas and materials shall be secured in a safe environment maintained for students and staff.

2.3.1.3 Codes

All inside and outside work shall meet all local codes, ordinances, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), good standard practice, and Telecommunications Industry Association/Electronic Industries Alliance (TIA/EIA) standards and Building Industry Consulting Service International (BICSI) guidelines for installation.

2.3.1.4 Special Requirements

The service provider must coordinate with the buyers to accommodate any special installation requirements. For example, service providers cannot penetrate a school roof without prior coordination and/or permission.

2.3.2 Target Service Start Dates

The target start dates for services site-by-site are listed in Column Y of Attachment 1- Pricing Spreadsheets. In almost all cases, the start date is July 1, 2026. In the other cases, start dates occur later to accommodate the expiration of existing service contracts.

2.3.3 Project Plan

A project plan must be submitted with the proposal response delineating the timeline leading up to and including the go-live target date. The project plan should include enough interim milestones to track progress and allow for proactive identification of potential delays.

Service providers should propose a realistic project plan that identifies the start date for each type of service to each location. Service providers will be evaluated on their ability to meet the July 1st goal for all services. However, respondents should offer accurate schedules, even if all or some of the services will not meet the hoped-for goal.

While the circuits will be live for testing purposes prior to the July 1, 2026 go-live target date; no billing may begin before July 1, 2026, or before the applicable service is fully functioning and operational.

2.3.3.1 Project Summary Schedule

Consistent with the project plan, the service provider must submit a Project Summary Schedule with its RFP response that identifies the "go-live" dates for the following billable services to each site, as applicable:

- 1) Connectivity from each Hub-Site to the WAN (WAN Group)
- 2) Connectivity from each school to the noted location (District Group)

These "go-live" dates will be used for the enforcement of the Delivery Service Level Agreement (DSLA) discussed in Section 2.2.3.3. If the provider misses a service "go-live" date for any of the components (or sub-components required for the service to work properly and completely) the provider will be subject to late penalties pursuant to the DSLA.

Service providers cannot start billing for transport services to individual Hub-Sites until the Internet service is first installed, tested and accepted by the buyers.

2.3.3.2 Project Status Meetings

There are to be regularly scheduled project status meetings between the service provider's project manager and the buyers. At a minimum, these project status meetings are to occur on the dates associated and identified with each of the key milestones in the submitted project plan; the service provider may propose more frequent meetings, such as weekly or monthly. At each project status meeting, the service provider's project manager is to give a verbal report with a summary written report of the current status of all project milestones and identification to the buyers of any problems or potential problems that might delay overall project completion on schedule.

2.3.3.3 Contingency Planning

Service providers must identify the high-risk parts of the project plan that could delay all or parts of the project. Any responsibilities of the buyers in the contingency plans must be clearly identified.

2.3.3.4 Single Point of Contact for Installation

The buyers require a single point of contact for project management regardless of the number or type of subcontractors or partners.

2.3.4 Testing and Acceptance Plan

The service provider shall provide a network testing and acceptance plan no later than two months before the actual implementation that will detail and certify the bandwidth of each circuit and the round trip latency for each circuit. The plan also will demonstrate proper installation, and other appurtenant requirements the customer deems necessary in order to assure that the network meets the technical requirements of this RFP.

The Testing and Acceptance Plan shall itemize the duties and responsibilities of the service provider and the buyers and a time line for user testing. Services will not be "accepted" by the buyers until a Testing and Acceptance Plan is approved by the buyers in writing, and until the proper documentation has been submitted to show each site was accepted, witness tested, and signed off by a technology coordinator or responsible administrator.

The test plan must include provisions to demonstrate that the installed service meets the minimum service parameters of the contract. Per this RFP, the default parameters are: at least 90 percent or better of the contracted speed and bandwidth to each Hub-Site; packet loss less than 0.1 percent; jitter less than 2 milliseconds; round trip delay less than 25 milliseconds. The service provider shall provide all equipment to test any Gigabit circuits to each school and provide any and all servers/equipment and test software to "load" each circuit with traffic to show that pipe can be filled to at least 90 percent of capacity (unless overhead is lower). This test can be either intrusive, or non-intrusive, and shall follow the RFC -2544 requirements for end-to-end testing.

Be sure to include all costs for this testing regimen, all labor for performing the test, all test equipment and all documentation, within your submitted bid price for each service.

2.3.5 Additional Planning and Launch Information

Please provide any additional information necessary to describe the proposed project plan and schedule.

2.4 Business Administration Capabilities

This section identifies items of importance regarding the service providers' ability to provide the services sought and accommodate the distinct needs of the Buying Groups.

2.4.1 Project Experience

Provide a concise overview of your company as it relates to your ability to provide the services in this RFP. Please describe your company's experience in successfully implementing similar projects:

- Demonstrate prior experience with the E-Rate process for other projects and with K-12 districts;
- Identify projects of similar size and scope and technical complexity;
- Demonstrate past experience with clients providing similar services;
- Please submit three references for similar projects that may be contacted, including phone number of contact, contact name and title, description of the project, services provided, topology implemented, term of services, dates of services provided, and other relevant information. K-12 school district or other education projects are preferred.
- Provide information on any proposed sub-contractors and their roles on the project.

2.4.2 Desired Company Qualities

The buyers seek to purchase services from a company that demonstrates the following qualities:

- Strong network integration capabilities
- Excellent financial stability
- Outstanding technical competencies
- Significant consortium experience
- Proven ability to design and implement complex systems
- Flexible billing systems/methodologies
- Customer-friendly account management

Please describe your company's ability to demonstrate those qualities.

2.4.3 Additional Items Related to Company Experience:

Please provide any additional information regarding your company's ability to successfully provide the proposed services.

2.4.4 Billing

CLIU intends for each school to be its own billing entity!

While CLIU will coordinate the negotiation and signing of contracts, service providers will bill separately to the participating schools. Each school will reference the consortium E-Rate Form 470 and file its own E-Rate Form 471. Service providers shall not contact any buyer or school individually at any time during this RFP unless approved by the Issuing Officer.

Notwithstanding the previous paragraph, it remains the prerogative of the buyers to change this requirement at any point through the conclusion of this RFP process.

2.4.4.1 Discounted Billing

In accordance with E-Rate regulations, all billable entities will require the service provider to submit monthly bills reflecting the discounted rate authorized by the E-Rate program administrator, with no additional administrative charges.

2.4.4.1.1 Billing Prior to-E-Rate Approval

It is likely that the E-Rate funding commitment from USAC will occur after the start date of service on July 1, 2026. In such an event:

- Regarding Monthly Recurring Costs (MRC): The billable entity will pay full price for all MRC until the E- Rate funding commitment is made. From that point onward, payments in excess of the authorized discount shall be credited to the billable entity to offset future discounted bills or refunded to the billable entity, at the sole discretion of the billable entity.
- Regarding Non Recurring Costs (NRC): The billable entity will only pay the non-discounted portion of the NRC until the E-Rate funding commitment is made, without penalty. From that point onward, payments in excess of the authorized discount shall be credited to the billable entity to offset future discounted bills or refunded to the buyers, at the sole discretion of the buyers.

Please indicate your willingness and ability to accommodate the above scenarios.

2.4.4.2 Partners

The buyers shall have a single point of contact for administration even if multiple partners or subcontractors are used to provide services. Please describe the role of any partners (including sub-contracted telecommunications service providers) you will be using to provide the requested services.

2.5 Pricing for E-Rate Eligible Services

For each Buying Group, the lowest-priced proposal will be the complete Base Proposal with the lowest total cost over the first five years of service. **Price will be the most heavily-weighted factor in choosing the successful service provider!** This is in keeping with the schools' collective preference and the requirements of the federal E-Rate program. The buyers also may seek different bandwidth levels site-by-site from among the finalists in the best and final phase.

Service providers are reminded that buyers do not have to choose a lower-priced Designated Alternate Proposal if they can afford a qualified Base Proposal. Moreover, the buyers explicitly reserve the right to purchase a higher-priced Service Provider's Choice Alternate Proposal if it offers the best value and is priced within their budget constraints. **In all scenarios the critical question will be whether any proposal is the MOST COST EFFECTIVE BID, in accordance with E-Rate rules.**

Pricing Spreadsheets are to be completed as specified in Attachment 1- Pricing Spreadsheets for Base and Alternate Proposals. All services sought, school Hub-Sites locations and terms of service are specified there. Service providers must use Attachment 1- Pricing Spreadsheets to present pricing information. Otherwise, the buyers may reject the proposal as non-compliant with RFP requirements.

2.5.1 Non-Recurring Charges (NRC)

The buyers anticipate that the successful service provider may need to build new facilities, install new equipment and otherwise engage in one-time activities associated with providing the services. The buyers require the service providers to quantify and identify the complete cost of the E-Rate eligible NRC so that it may accurately submit its E-Rate paperwork and apply for any grants. The contractual amount of the NRC may be negotiated but cannot exceed the actual E-Rate eligible NRC.

To the extent the successful service provider has signed service agreements with entities not associated with this RFP, but who will use infrastructure purchased for this service, the successful service provider must be prepared to itemize the cost of the portion of equipment that will serve known customers. The proposer must document in its proposal the derivation of the amount of the non-recurring charge, including an itemization of labor costs, make and model and location of all edge equipment located in schools and in the service provider's premises; all other materials and equipment charges.

NRC must be amortized in equal annual increments over three years if greater than \$500,000 per contracting entity. This is so the schools may comply with E-Rate requirements.

2.5.2 Taxes and Fees Included

Any additional taxes and fees must be included in the proposal. Failure to include taxes and fees at current rates makes it extremely difficult to compare the non-compliant service provider's submission to other service providers to determine the lowest-priced proposal and may be grounds for rejection of an otherwise complete proposal. Taxes and fees should be included in Columns AD and AE of Attachment 1.

2.5.3 Postal-Rate Monthly Recurring Pricing (MRC)

Postal-rate MRC is required for the WAN Group, but not for the District Group.

For the WAN Group, schools should receive the same MRC for the same service, regardless of location and regardless of the year of starting service. It is the service provider's responsibility to adjust its price model to meet these requirements.

For the District Group, it is perfectly acceptable to provide the actual price site-by-site without regard to postal rate pricing.

In all cases, service providers may identify variable NRC per Hub-Site, the costs of which will be collectivized and shared by all the participating districts.

2.5.4 Future Pricing

In addition to setting prices today for known Hub-Site locations at known bandwidth levels, the buyers seek future pricing options as follows:

2.5.4.1 WAN Connectivity MRC for New Schools

The buyers may seek to accommodate additional school entities that have not yet committed to join the network within Carbon and Lehigh Counties. Service providers should offer fixed MRC pricing information for the addition of yet-unidentified school entities to the network during the contract term at various bandwidth intervals. NRC costs may be variable. Service providers may insert the appropriate pricing here or use an attachment. Do not present this information in Attachment 1.

2.5.4.2 Scalable WAN Connectivity Pricing for Existing Schools

Schools that have already committed to this RFP seek to establish prices today for enhanced services that they may need tomorrow, without re-opening this contract. For example, a school that seeks a 1,000 Mbps connection today may require a 10,000 Mbps connection in three years, before the expiration of the term. Service providers should propose the price that the school would have to pay for upgrades in service at regular bandwidth intervals up to 10,000 Mbps or an appropriate ceiling threshold. Service providers may insert the appropriate pricing here or use an attachment. Do not present this information in Attachment 1.

2.5.4.3 Contract Extension Pricing

For WAN transport services, service providers are requested to allow for up to five additional one-year extensions beyond the original contract termination date. Please explain the WAN transport contract extension pricing here (how you would price up to three additional one-year renewals).

2.5.5 Best and Final Pricing

Please understand that service providers may or may not have the opportunity to best and final proposals pursuant to Section 1.17. Therefore, service providers are encouraged to offer their

most competitive pricing with their initial submission.

2.5.6 Flexibility in Pricing

Given the nature of school district local governance, service providers should understand that the commitments of WAN Group schools listed in Attachment 1 are firm, but not guaranteed until the boards of each school authorize the contract. Service providers must have the flexibility to change pricing scenarios after award in case one or more schools drop out or change their requirements.

2.5.7 Summary of Proposals Sought

This section 2.5.7 recaps the pricing-related requirements for the various proposals sought in this RFP:

2.5.7.1 Base Proposal #1 shall include complete pricing as follows:

- 1) For the WAN Group: 60 months WAN transport services from Point A Hub-Sites (specified) to Point B (choice of IU PoP) at 10,000 Mbps in Lehigh County, and 10,000 Mbps and 1,000 Mbps in Carbon County;
- 2) For the District Group: 60 months transport service from Site A to Site B as specified in Attachment 1;
- 3) Layer 2 service only with managed transceiver handoff;
- 4) Specify all E-Rate-eligible installation costs to be paid;
- 5) Specify any additional taxes, fees or surcharges to be paid over the full term;
- 6) Specify any/all additional costs for other components not specified elsewhere in the pricing.

The total five-year cost of the above proposal requirements, and other pricing information, will be compared to the other service provider's responses to evaluate pricing. Service providers should take great care to fill out the Pricing Spreadsheets in Attachment 1 as requested, especially for the Base Proposal.

2.5.7.2 Designated Alternate Proposal #2:

- 1) For the WAN Group: 60 months WAN transport services from Point A Hub-Sites (specified) to Point B (choice of IU PoP) at 5,000 Mbps in Lehigh County, and 5,000 Mbps, 1,000 Mbps, and 500 Mbps in Carbon County.
- 2) For the District Group: 60 months transport service from Site A to Site B as specified in Attachment 1;
- 3) Layer 2 service only with managed transceiver handoff;
- 4) Specify all E-Rate-eligible installation costs to be paid;
- 5) Specify any additional taxes, fees or surcharges to be paid over the full term;
- 6) Specify any/all additional costs for other components not specified elsewhere in the pricing.

The buyers will consider Designated Alternate Proposals if they cannot afford the Base Proposal.

2.5.7.3 Designated Alternate Proposal #3

- 1) For the WAN Group: 60 months WAN transport services from Point A Hub-Sites (specified) to Point B (choice of IU PoP) at 20,000 Mbps in Lehigh County, and 20,000 Mbps, 10,000 Mbps, and 5,000 Mbps in Carbon County.
- 2) For the District Group: 60 months transport service from Site A to Site B as specified in Attachment 1;
- 3) Layer 2 service only with managed transceiver handoff;
- 4) Specify all E-Rate-eligible installation costs to be paid;
- 5) Specify any additional taxes, fees or surcharges to be paid over the full term;
- 6) Specify any/all additional costs for other components not specified elsewhere in the pricing.

The buyers will consider Designated Alternate Proposals if they cannot afford the Base Proposal.

2.5.7.4 Service Provider's Choice Alternate #4:

- Service providers may offer variations on the above scenarios that meet the buyers' intent.
- Service providers may propose service to some sites, but not all.

2.6 Value

Please describe how your proposal provides added value to the buyers. Let it be known that only E-Rate eligible items may be considered in evaluating these proposals.

2.6.1 Regional WAN Objectives

The following goals have been identified by the buyers related to schools and the community-at-large. Explain how your proposal may help schools achieve these goals.

2.6.1.1 Benefits to Schools

- Provide more cost-effective Internet service due to centralization and bulk purchasing;
- Expand high-speed dedicated connections among districts and intermediate units;
- Enable linkages to other regional WANs through CLIU;
- Enable Voice over IP (VoIP);
- Facilitate shared administrative and educational network content among schools, including:
 - Digital curriculum applications
 - Network security
 - Online purchasing
 - Email/Helpdesk
 - Web research
 - Electronic forms
 - Video streaming

- Video-on demand/Content-on-demand
- Video conferencing
- Data warehousing/Data mining
- Web Hosting

Section 3: Additional Response Requirements

Service providers must submit the following additional response requirements in the format required in Section 5: Format of Response.

3.1 Representations

Please respond to each item in the RFP response:

- The service provider and all subcontractors are authorized to do business in Pennsylvania.
- The service provider, its affiliates and subsidiaries, have not been notified that they are presently under consideration for debarment and have not in the last three years been debarred or suspended by any federal, state, or other governmental agency, except as disclosed by the service provider in its RFP proposals. Disclose if necessary.
- The service provider is not currently under suspension or debarment by the Commonwealth of Pennsylvania, or any other state or the federal government. The service provider must certify that it is not currently under “Red Light” by the Federal Communications Commission and must provide evidence that it is not in Red Light status no more than seven (7) days prior to the response submission date. Acceptable evidence is a printout of the Federal Communications Commission Red Light Status page from the Federal Communications Commission Website (<http://www.fcc.gov>).
- The service provider must disclose whether it is currently or has been the subject of any investigations related to the E-Rate program carried out by the program Administrator, Federal Communications Commission, Department of Justice, or agents working on behalf of any of these organizations.
- The service provider acknowledges that if it is currently under suspension or debarment, its RFP proposals may not be considered. In addition, if the service provider enters into any subcontracts under the contract with subcontractors who are currently suspended or debarred by the Commonwealth of Pennsylvania or federal government, or who become suspended or debarred by the Commonwealth or federal government, during the term of the contract or any extensions or renewals thereof, the buyers will have the right to require the service provider to terminate such subcontracts.

3.2 Changes or Discontinuance of Service

The service provider agrees that any proposed services offered pursuant to this RFP process will not be significantly changed or discontinued without the written authorization of the buyers.

3.3 Non-Collusion Affidavit

Service providers are required to submit a Non-Collusion Affidavit with their proposals. An acceptable sample with instructions is included in Appendix A.

3.4 Financial Information

Service providers 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 service provider's latest complete fiscal period. If a financial statement has not been completed for the fiscal period since the annual report of the service provider or subcontractor, a statement from an independent certified public accountant must so state and the last complete financial statement must be included.

A company or organization newly formed in order to respond as a service provider to this RFP must demonstrate financial strength and stability through substantial commitment of the financial and business resources of the partners forming the new company. To that end, financial information must be submitted which substantiates that commitment and commits the partners to fulfilling the obligations of the new company that will act as the service provider.

Any confidential financial information must be clearly marked CONFIDENTIAL FINANCIAL INFORMATION in accordance with Section 1.10.

If the service provider submits insufficient financial information or the financial information creates just cause, the buyers may require a performance bond or letter of credit in addition to the various SLAs.

3.5 Tax Certification

The successful responder 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. The successful responder shall also attest in writing that they are not now in default of current or prior year tax payment to any level of government.

3.6 Proof of Insurance

The service provider shall submit with its proposal a copy of its liability insurance, including types and amounts.

3.7 Lowest Corresponding Price

Lowest Corresponding Price (LCP) is defined as the lowest price that a Service Provider 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). Service Providers must agree to comply with the FCC's Lowest Corresponding Price rule and not charge CLIU or its districts a price above the LCP for E-Rate eligible services. The Service Provider is obligated to provide the LCP not just in this bid response, but throughout the course of the contract. The contract is required to contain a process for annual LCP compliance. See 47 C.F.R. Section 54.511 and 47 CFR Section 54.500(f). Service Providers may refer to USAC guidance at <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/> for additional information.

3.8 Pennsylvania Right to Know Law

Proposers are required to clearly identify any specific information that they deem as proprietary and request to be withheld from public view. Proposers must provide one copy of its redacted proposal with all proprietary information omitted. CLIU intends to comply with the Pennsylvania Right to Know law concerning requests for release of documents regarding this procurement, including the release of proposals.

3.9 Additional Information

The Issuing Officer reserves the right to require service providers to submit additional information, drawings, data, etc., for the purpose of clarifying their RFP proposals or to request an oral presentation.

Section 4: Contract Conditions

The intent of this RFP is for CLIU to facilitate the contracting process but have each school entity execute its own contract with the service provider. The Issuing Officer reserves the right to change this requirement and consolidate contracts at their discretion.

4.1 Non-Compliance with Contract Requirements

If the awardee fails or refuses to promptly negotiate or execute a contract which is consistent with this RFP and the service provider's response, the Issuing Officer may, at its option, disqualify and reject the proposal, discontinue communications with the service provider, commence contract negotiations with any other service provider or subcontractor, or reject all RFP proposals.

In any case, the selected service provider must agree to execute all service agreements with all school entities by the federal E-Rate deadline (historically mid-February).

4.2 Contract Submission

Submit the contract language that you expect the buyers to execute. To the extent possible, amend your standard language to reflect the terms of this RFP. You will have the opportunity to submit final amendments to your standard contract after award according to Section 4.3.

4.3 Contract Execution

Upon notification of award, the successful service provider will have two weeks to submit its final contract terms and conditions to CLIU. This contract should reflect the service provider's responses to the RFP requirements and must not simply be the service provider's standard terms and conditions.

Immediately after receiving this first draft, the service provider and the buyers will commence negotiations on any disputed contract language with the goal of agreeing on terms and conditions within 30 days.

For the WAN Group, CLIU will lead and conduct the negotiations with the service provider on behalf of the participating schools. School entities within the WAN Groups will not have the opportunity to negotiate separate terms for the services purchased through this RFP and will be presented with final terms and conditions at the conclusion of negotiations.

For the District Group, representatives of the school districts will conduct their own negotiations and contracting process with the selected service provider with the support of the IU.

While contract negotiations are ongoing, the Buying Groups also will be communicating with their schools to collect final authorization to order services. As soon as this authorization is complete, the final service parameters will be delivered to the service provider. All contract negotiations shall be complete no later than thirty days after the buyers submit final service parameters to the service provider.

4.4 Contract Terms and Conditions

The parties' contract will contain terms and conditions that are memorialized in this RFP. To the extent that a service provider identifies a term or condition of this RFP with which it takes exception, the service provider must note, explain and propose alternatives to such exceptions as directed in Sections 1.8 and 1.11. All objections not explicitly noted will be deemed to be waived.

4.5 Order of Precedence

The service provider's proposal and the RFP are to be included as additional exhibit attachments to the contracts awarded as a result of this RFP. In the event that any dispute arises in interpretation, the language of the contract (including the exhibits attached hereto) shall be the first point of reference; the final proposal, the second point of reference; and the RFP, the third point of reference.

Section 5: Format of Response

To respond to this RFP, service providers should copy each numbered heading and respond to the stated requirement that follows with an appropriate response as directed in Section 1.8- Instructions for Response. The numbering of all responses must be consistent with the numbering outlined in Sections 1, 2, 3 and 4 of the RFP Proposal. Accurate and complete submission of Attachment 1- Pricing Spreadsheets is critical to the buyers' effective evaluation of proposals.

5.1 Paper and Electronic Submission Required

RFP responses must be submitted to the Issuing Officer as follows: **a) two (2) paper copies to the Issuing Officer mailing address in Section 1.2; and b) one (1) complete electronic copy via email to the email in Section 1.2.** The main body of the electronic copy may be in PDF or Word format, but Attachment 1- Pricing Spreadsheets **MUST** be in Excel format. If email files are too large, it's acceptable to set up an alternative way to deliver the electronic documents (i.e. via secure Website download).

All RFP responses are due to the Issuing Officer by 3:00 p.m. EST on September 30, 2025.

5.2 Specific Formatting Instructions

- 1) The official name of the firm submitting the RFP proposal(s) must appear on the outside front cover of each copy of the RFP proposal along with phone and email contact information.
 - 2) Any changes proposed by the responder to the contract terms and conditions or any other deviations from the RFP must be clearly indicated in the response.
 - 3) All attachments must be clearly marked and numbered to include the name of the attachment:
 - the service provider's name and date, page number, and proposal named version.
 - 4) All RFP proposals must contain a table of contents and conform to the following format:
 - Letter of Transmittal – Include the name of the service provider's project manager. The RFP proposals must be signed (original signature) by an official authorized to bind the service provider to its provisions. The letter of transmittal shall include an introduction of the responder's company, the name, address, and telephone number of the person to be contacted along with others who are authorized to represent the company in dealing with the RFP. The letter should also include an expression of the responder's understanding of the services desired and its ability to meet the requirements of this RFP. **Be sure to include phone and email contact information!**
 - Executive Summary – An overview of the service provider's solution. Include a description of all proposed services and additional service categories as required.
-
- | | |
|--------|---|
| Tab 1. | General Information for Service Providers – Service Provider's acknowledgement of each numbered paragraph in Section 1 of this RFP. |
| Tab 2. | Statement of Work – Service Provider's response to each numbered paragraph identified in Section 2 of this RFP. |
| Tab 3. | Additional Response Requirements – Service Provider's response to each numbered paragraph identified in Section 3 of this RFP. |

- Tab 4. Contract Conditions – Service Provider’s response to each numbered paragraph identified in Section 4 of this RFP.
- Tab 5. Attachments - Complete all attachments included in this RFP. Please pay special attention to ensure that Attachment 1 (pricing) is completed accurately. Attachment 2 is E-Rate information (See Section 1.19.).

5.3 Submission Response Checklist

For ease and completeness of response submission, verify that all submission requirements are met with the checklist below:

- ☐ Have you submitted a complete response that responds to each numbered item in Sections 1, 2, 3 and 4, as required in Section 5?
- ☐ Did you accurately fill out all applicable Pricing Spreadsheets in Attachment 1?
- ☐ Is your Letter of Transmittal on company letterhead with an original signature of an official of your company authorized to bind your company to its provisions?
- ☐ Did you include all required attachments in Tab 5, including:?
 - ☐ Did you include your SPIN number as requested in Section 1.19?
 - ☐ Did you include your FCCRN number as requested in Section 1.19?
 - ☐ Did you include evidence of non-Red Light status as requested in Section 3.1?
 - ☐ Have you included the non-collusion affidavit as required in Section 3.3 (example in Appendix A)?
 - ☐ Have you included the financial information as required in Section 3.4?
 - ☐ Have you included tax certification as required in Section 3.5?
 - ☐ Have you included insurance information as required in Section 3.6?
 - ☐ Have you included the contract language as requested in Section 4.2?
 - ☐ Have you noted all objections, associated reasons and alternative conditions to all requirements of this RFP as required by Sections 1.8 and 1.11?
- ☐ Have you submitted a) two paper copies; and b) one complete electronic copy via email?
- ☐ Are Attachment 1- Pricing Spreadsheets submitted as an Excel file (not a PDF copy of Excel) in your electronic copy?
- ☐ Have you ensured that all copies of your RFP proposal will arrive to the Issuing Officer by 3:00 pm on the date and at the place specified in Section 5.1?

Section 6: Criteria for Selection

For the WAN Group, proposals will be evaluated by the CLIU. For the District Group, proposals will be evaluated by representatives of the individual school entities with CLIU assistance.

Each Buying Group will use the scoring matrix in this section to evaluate each complete Base Proposal submitted for the particular WAN Group against a predetermined set of criteria. Buyers will evaluate Alternate Proposals at their discretion but are not required to score them. **In accordance with E-Rate regulations, price will be the most heavily-weighted factor.**

Evaluation Criteria	Possible Score	Evaluators' Score	Comments
1 Compliance with General Provisions	2.5		
2.2 Technical Requirements and Features Sought	30		
2.2.1 WAN Services			
2.2.2 Internet Services-Not Applicable			
2.2.3 Network Operations			
2.2.4 Additional Information about CLIU PoPs			
2.2.5 Network Diagram			
2.3 Project Planning and Network Launch	10		
2.3.1 Installation of Services			
2.3.2 Target Service Start Dates			
2.3.3 Project Plan			
2.3.4 Testing and Acceptance Plan			
2.3.5 Additional Planning and Launch Information.			
2.4 Business Administration Capabilities	10		
2.4.1 Project Experience			
2.4.2 Desired Company Qualities			
2.4.3 Additional Items Related to Company Experience			
2.4.4 Billing			
2.5 Pricing for E-Rate Eligible Services	40		
2.5.1 Non-Recurring Charges (NRC)			
2.5.2 Taxes and Fees Included			
2.5.3 Postal-Rate Monthly Recurring Costs (MRC)			
2.5.4 Future Pricing			
2.5.5 Best and Final Pricing			
2.5.6 Flexibility in Pricing			
2.5.7 Summary Information priced in Attachment 1			
2.6 Value	2.5		
3 Additional Response Requirements	2.5		
4 Contract Conditions	2.5		
Total	100		

ATTACHMENT 1- PRICING SPREADSHEETS AND INSTRUCTIONS

This section provides step-by-step guidance for correctly submitting Attachment 1- Pricing Spreadsheets. It is extremely important for service providers to follow these instructions to ensure the accurate evaluation of your responses. Proposers that do not follow this format may have their proposals discarded.

The spreadsheets are color-coded. White cells provide information for the respondents. Green cells need to be filled-in by the respondents. Grey cells are calculated automatically based on the respondent's inputs.

If a cell is Blacked-out, it is not relevant to a particular proposal. Attachment 1 includes three spreadsheets:

Base Proposal (Base #1)

Designated Alternate Proposal (Alternate #2)

Designated Alternate Proposal (Alternate #3)

Service Providers Choice (Alternate #4)

The following column-by-column instructions apply to all Worksheets:

Column	Instructions
A	This is the ID # to keep track of the transport links. If a service provider needs to add another link for some reason, just make up an ID # and insert a spreadsheet row into the appropriate spot.
B	This is the name of the administrative school entity seeking service to one or more locations.
C-J	This is the name, address and telephone number of the specific building seeking service (Site A).
K-Q	Indicate the CLIU PoP termination location. (Two Options, Schnecksville, or Bethlehem)
R	Respondents should indicate the type of transport for the link (i.e. Ethernet, T1).
S	This is the amount of transport bandwidth in megabits per second (Mbps). Be sure to input the bandwidth as required for the Alternate Proposals (green cells).
U	Respondents should indicate the transport medium for the connection (i.e. fiber, copper, licensed wireless, unlicensed wireless). Please note that all connections are currently fiber.
V	Respondents should indicate if the facilities are Owned or Leased
W	Respondents should indicate the type of equipment
X	This is the total number of months that each site will be served under the coterminous contracts.
Y	This is the start date for service. All start dates are July 1, 2026.
Z	Provide the Non Recurring Cost (NRC) for each transport link. Service providers must disclose the actual NRC for installing the new service site by site. It's not necessary to average the NRC among sites.

AA	Provide the Monthly Recurring Cost (MRC) for each transport link. Please offer the same price for the same level of service, regardless of location and regardless of the number of months.
AD	Provide the Non Recurring Cost (NRC) for Taxes and Fees. Service providers must disclose the actual NRC site by site.
AE	Provide the Monthly Recurring Cost (MRC) for Taxes and Fees. Service providers must disclose the actual MRC site by site.
AH	Total project cost for all services, calculated automatically based on the number of months of service. This is what the buyers will evaluate to determine the lowest-priced proposals.
AI	This optional column is for respondents to offer any useful clarifying information.

For all scenarios in the RFP, respondents may include as many Service Provider's Choice spreadsheets as necessary to accurately present pricing for creative scenarios.

Please check your math! Thank you for your interest in this RFP!

APPENDIX A: NON-COLLUSION AFFIDAVIT INSTRUCTIONS AND FORM

1. This Non-Collusion Affidavit is material to any contract pursuant to this RFP. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., Sections 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 RFP.
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 or 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.

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NON-COLLUSION AFFIDAVIT

Project Name: _____

Owner: _____

Project No.: _____

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF _____ :

I state that I am _____ of _____
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 in my firm for the price(s) 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, directors and employees are not currently under investigation by any governmental agency and have not in the last four years 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:
- 6) I state that _____ understands and acknowledges that the above representations are material and important and will be relied on by the Owner 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 Owner of the true facts relating to the submission of bids for this Agreement.

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2025

NOTARY PUBLIC

My Commission Expires _____