

# REQUEST FOR PROPOSAL (RFP)

[RFP#122024-INTERNETACCESS&TRANSPORT-2300CHANEYRD]

DECEMBER 2024



## **WARNING:**

*Read this document carefully. Do not assume that it is the same as other similar posted documents you may have seen from the Dubuque Community School District.*

### **1.0 Intent.**

NOTICE IS HEREBY GIVEN that the Dubuque Community School District (hereinafter referred to as “District”) acting by and through its Board of Education, is seeking competitive, sealed proposals from qualified Bidders for symmetrical Internet access bundled with a transport service as a one year or multi-year contract beginning July 1, 2025.

### **1.1 District Profile.**

The District reorganized in the early 1960's with the surrounding rural area and now serves a population of over 70,000. The geographical area the District serves is over 245 square miles. The District operates twelve elementary schools, three middle schools, two high schools, a 6-12 online school, an alternative learning campus, and a preschool center.

The District has a current enrollment of approximately 9,863 students, as reported as the district’s certified enrollment to the Iowa Department of Education in the fall of 2024.

### **1.2 Scope of Products and/or Services.**

Symmetrical Internet access bundled with a transport service is when the provider provides both Internet bandwidth and the physical transport circuit (which could be fiber-only networks, fiber/non-fiber hybrid networks, or non-fiber networks such as cable, DSL, copper, satellite, or microwave) over which the Internet access is delivered.

This symmetrical Internet access bundled with a transport service from qualified Bidders will be installed (if applicable) and handed off to the District’s head-end located at:

Dubuque Community School District | The Forum  
2300 Chaney Rd.  
Dubuque, IA 52001

The minimum bandwidth level, with guaranteed throughput, the District seeks is 10 Gbps, but will entertain increments available from the service provider, up to and including, 50 Gbps.

Accompanying this bundled Internet Access service, the District requires, at a minimum, a routable /28 subnet comprising of fourteen (14) dedicated and reserved IPv4 addresses. The Bidder may also provide optional pricing, if applicable, for the technical equivalent number of IPv6 addresses.

Additionally, the Bidder, as the Internet Service Provider (ISP), must support Border Gateway Protocol (BGP) peering to facilitate dynamic route exchange between the ISP's network and the District's autonomous system (AS). The ISP should be able to configure and maintain a BGP session with the District's AS, providing full routing table support and/or partial route announcements as required.

The District will consider a contract length of one (1) year or three (3) years. For a three (3) contract length, an option of extending the contract with two (2) – one (1) year term contracts for a total of five (5) years. Cutover to any new contracted services will occur by June 30, 2025, and the billing for new contracted services will start on July 1, 2025. Note that District is a tax-exempt public-school system.

**\*\*\*IMPORTANT\*\*\***

Bidders are required to clearly identify ineligible equipment and services and provide cost allocations for equipment and services that are partially or conditionally eligible in accordance with Universal Service Administrative Company (USAC) E-Rate program rules.

**1.3 Specifications and Quantities.**

The proposal must include any service provider-owned onsite equipment or services performed necessary to hand off service to the District's head-end equipment, and also describe the proposed hand-off as part of the response. Any conduit or trenching from the street to the hand-off must include replacement of conduit, pavement, and returning any disturbed ground to its original condition, as determined by the District. Any new construction and the pathways used by the service provider within district grounds shall be pre-approved by District authorized, officials prior to starting construction.

Installation costs should consider for any afterhours work. The District will make no additional compensation to the selected vendor for these after-hour services.

***Transition Plan** - As the cut-over date for any new provider is required to be on July 1, 2025, the District requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the District transition team. The transition plan is to outline*

*the expectations the supplier team would have of the District and the information or task the District is to provide the supplier and the date any information or task would be required.*

Each Bidder must provide a proposed Service Level Agreement (SLA) with their response. The proposed SLA must include a description of the services provided, and where applicable, describe how these services will be measured.

At a minimum, the SLA should describe that the vendor will make all reasonable efforts to ensure 99.99% network availability of each circuit, and it should provide frame/packet loss, network latency, and network jitter commitments.

Each SLA should describe 24x7x365 trouble-reporting procedures, offer commitments with regard to the time to repair outages, and describe provisions offered in the event of chronic trouble. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the contract, and the selected vendor shall remediate any deficiencies at no cost to the District. Additional features, such as resiliency, basic firewall service, and DDoS protection, should also be described.

To ensure independent redundancy, it is the preference of the District that a sole Bidder is not used to provide connectivity for the District's primary and secondary connections. If bidding on both the primary and secondary connections for the District, it is incumbent on the Bidder to provide evidence of either separate connectivity pathways to ensure redundancy OR evidence to support that there is independent redundancy of their connectivity.

All bidders must, at a minimum, specify the number of hops in their connectivity paths to demonstrate how the District's traffic is routed out of the Dubuque metropolitan area. Additionally, bidders must provide details of the physical and logical pathways for the proposed connection, including whether the physical infrastructure is owned, leased, or shared with third parties. Bidders must also include their Autonomous System (AS) number(s) used for routing traffic on the internet.

All quantities solicited in this request for proposal are a minimum; however, the District reserves the right to increase or decrease the quantities that is most beneficial to the interests of the District.

#### **1.4 Bidder Requirements.**

- a) The price submitted by the Bidder shall include all handling, freight and transportation fees associated with any orders.
- b) Bidder must submit all applicable warranties with the proposal.

- c) Pricing must remain secure for a period of no less than **90** days; however, the Bidder may offer any manufacturer pricing reductions from this fixed price to the District at any time during the contractual term.
- d) Do not include extraneous materials with the proposal. Only materials requested by this RFP are to be included in the proposal package.
- e) All the part numbers or descriptions and quantities in the quote must remain the same.
- f) The District reserves the right to increase or decrease the quantities within the **90**-day period of the proposal without any increase in price per unit.
- g) The District reserves the right to order only specific part numbers from this RFP to suit the needs of the District.
- h) Bidder must ensure all invoices, hardware, software and/or services is deliverable to the District after **July 1, 2025** and **must** arrive before **July 1, 2025**. Failure of the aforementioned (e.g., invoices, hardware, software and/or services) not delivered before the date specified in this RFP **may** be subject to, as determined by the District, a penalty consisting of 10% of the overall total bid value submitted to the District from Bidder. This penalty payment will need to be made to the District from the bidder within 30 days after the aforementioned arrival date referenced above.
- i) It is the responsibility of the Bidder to ensure that all addendums are included in the proposal submission. Failure to include addendums could result in the proposal declared unresponsive.
- j) Bidder agrees that the supplies, equipment, and/or services to be furnished shall be covered commercial warranties the Bidder gives to any customer for the same or substantially similar supplies, equipment, and/or services and that the rights and remedies so provided are in addition to, and do not limit, any rights afforded to the District. Warranty period for hardware and software does not begin until it has been installed and configured to the satisfaction of the District. In addition, the Bidder shall warranty support for its product should the Bidder company be purchased by another firm.
- k) The equipment and/or supplies, if so called for, shall be new and unused, of current production, first quality, with the latest design features. It shall be delivered operational and ready for the District usage with all necessary equipment and accessories.
- l) If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.
- m) All RFPs must be signed, with the firm named as indicated. An authorized agent of the company making the proposal must sign all proposals. Obligations assumed by such signature must be fulfilled.

- n) Bidders are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions or required services, of this request, no matter how slight.
- o) The accuracy of the proposal is the sole responsibility of the respondent. Bidder will not be allowed to make changes to their submission after the date and time of the request opening due to error by the Bidder.
- p) The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Dubuque County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.
- q) If necessary, the Bidder shall supply a certificate of insurance evidencing such required insurance coverage prior to commencement of the contract. The Bidder will maintain insurance for the benefit of the District as described in Attachment "C", attached hereto and incorporated herein by this reference.  
***Refer to Insurance Requirements Page (Attachment "C").***
- r) If necessary, the successful Bidder will undergo background checks for any, and all, employees who require physical access to any of the District's locations. These background checks will be at the expense of the Bidder.  
***Refer to Non-Discriminatory Employment Page (Attachment "D").***
- s) Bidder is required to complete the ***Acknowledgement of Request for Proposal Form (Attachment "F").***

### **1.5 Pricing.**

The proposal must be completed using the district-supplied **Pricing Page (Attachment "B")**. Use of an alternate proposal form, e.g., company quotation form or alteration of the district's form may result in disqualification of the respondent's proposal.

This Pricing Page is to be included with the Bidder's quote. The Pricing Page must show unit pricing, extended pricing, and a grand total. When there is a discrepancy of the extended or grand totals, the unit price will prevail.

Bidders will neither include Federal, State nor applicable local excise or sales taxes in proposed prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided to the Bidder where applicable upon request.

If pricing is being submitted in response to an eRate bid solicitation, the Bidder shall include all telecommunications taxes and fees as part of the bid, in accordance with eRate guidelines. The bid should reflect the total cost, ensuring full compliance with all applicable regulations and requirements.

## 1.6 Unspecified Value Add Offerings.

The Bidder may elect to list any items or services, as attachment(s), in addition to those required by the attached specifications, offered as part of your proposal, and included in your proposal pricing, if any.

## 1.7 Responses and Format.

Responses should be received by the District for time and date stamping **before 2:00 PM CST on January 13, 2025**. One original proposal, two copies, and one digital copy (PDF format on a flash drive) of the RFP must be submitted in a sealed envelope to:

Dubuque Community School District  
c/o: Sarah Pfab  
2300 Chaney Rd.  
Dubuque, IA 52001

The outside of the envelope must be clearly marked with  
**“RFP#122024-INTERNETACCESS&TRANSPORT-2300CHANEYRD”**.

Hard copies of the bid should be held together in a manner that can be easily taken apart.

Bidders are cautioned to write all descriptions and prices clearly, so there is no doubt as to the intent and scope of the proposal. In the event of price discrepancy, unit price will prevail. All itemized costs must be included in the grand total.

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive).

It is the responsibility of the bidder to ensure that their bid response is received on time regardless of delays caused by carrier or mail service.

Additionally, the District requests the following of the provider:

1. Length of time business has provided this type of service.
2. Include references from two or three current clients (PreK-12 Iowa schools, preferred) using the same (or equivalent) products and/or services solicited in this RFP that District personnel may elect to contact.
3. Service Level Agreement (SLA) for proposed systems or solutions.
4. Describe maintenance and trouble notification (to us) procedures.
5. List All Costs: Installation, non-recurring, recurring, telecommunications taxes, fees, and other costs.

6. List customer requirements and items in which the cost is borne by the District (e.g., backboards and electrical power, battery backup).
7. Show applicable discounts separately for this RFP.
8. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
9. Any proposals for long-term agreements must reflect terms for adding services at a later date if the District determines necessary.
10. All other necessary information requested in sections “1.2 - Scope of Products and/or Services” and “1.3 - Specifications and Quantities” for this RFP.

If necessary, regarding the use of subcontractors/partners for this proposal and/or project, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the District will contract solely with the Bidder, therefore subcontractors/partners remain the bidder’s sole responsibility.

All contacts/questions regarding this RFP during the submittal preparation and/or evaluation period **must** be done by email to directed to Coby Culbertson, 2300 Chaney Rd., Dubuque, IA 52001, or you could email the questions to [cculbertson@dbqschools.org](mailto:cculbertson@dbqschools.org).

This restriction does not apply to:

- The District initiated communications by evaluation committee only to satisfy clarification questions as part of the stage one evaluation process.

and/or

- Scheduled product demonstrations and Bidder interviews during a second stage evaluation process.

and/or

- any further clarification or questions needed by the evaluation committee to fully understand the Bidders response.

All questions relating to the technical aspects of this RFP should be directed to Coby Culbertson, 2300 Chaney Rd., Dubuque, IA 52001, or you could email the questions to [cculbertson@dbqschools.org](mailto:cculbertson@dbqschools.org).

### **1.8 Schedule of Payment.**

All payments for the District need to be approved by the District’s Board of Education; approval usually occurs thirty (30) days after the invoice(s) from the Bidder is received. Depending on

when the invoice(s) is received, or the scheduling of the regular board meeting, it could take up to sixty (60) days for payment to be issued once approved by the District Board of Education.

The District may plan to pay the Bidder using a procurement or virtual credit card, electronic funds transfer, or by issuing a purchase order and the Bidder must accept one of these forms of payment.

**1.9 Indemnification.**

The Bidder agrees that it will protect, defend, indemnify and hold harmless the District, its officers, directors, employees, agents and representatives and each of them against all loss, demand, claim and expense (including reasonable attorney fees and expenses, whether or not suit is filed) incurred due to loss of or damage to tangible or intangible property (including, without limitation, electronically stored data) or injury to or death of any person arising from or relating to the materials, goods or services furnished or performed by the Bidder in its performance of the Contract, except to the extent such loss, damage, injury or death was caused by gross negligence or willful misconduct of the party otherwise to be protected, defended, indemnified or held harmless.

**2.0 Right of Removal.**

The District shall have the right to require the removal of any employee, agent, representative or contractor of the Bidder from premises of the District or performance of the Contract, immediately or upon such notice as the District, in its sole discretion, deems reasonable, if in the sole judgment of the District the conduct of or performance by such individual poses a risk of harm to any student, staff member or tangible or intangible property (including, without limitation, electronically stored data) of the District or to any other person or property lawfully on the premises of the District.

**2.1 Right of Termination.**

The District shall have the right to terminate the Contract if the Bidder fails to cure any default within 30 days after written notice of default, and provided, further, that the District may terminate the Contract immediately, without prior notice, if in the sole judgment of the District the continued performance of the Contract poses a risk of harm to any student, staff member or tangible or intangible property (including, without limitation, electronically stored data) of the District or to any other person or property lawfully on the premises of the District. If the District terminates the Contract according to Section 3, it shall give prompt written notice of termination to the Bidder.

**2.2 Express Warranty.**

The Bidder shall warrant and represent that all goods, equipment, software, and materials furnished by the Bidder in performance of the Contract shall be reasonably fit for the ordinary



purposes thereof, shall be free from known defect in finish, condition, or function, and shall perform substantially as described in any literature, manual or other documentation furnished in connection therewith, and that all services to be performed by Bidder shall be rendered in a good and workmanlike manner.

**2.3 Limitation of Action or Venue.**

There shall be no provision of the Contract requiring arbitration or mediation, barring legal action by the District, or limiting the time period within which action may be brought by the District to a period shorter than the time provided by the applicable statute of limitations according to the Code of Iowa. There shall be no provision requiring action in any venue or jurisdiction other than the Iowa District Court in and for Dubuque County or the United States District Court for the Northern District of Iowa.

**2.4 Conflicts of Interest.**

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a school district employee with intent to influence that employee's acts, opinions, judgment, or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

**2.5 Proposals.**

The District reserves the right to waive any irregularities, reject any or all proposals, and modify or negotiate all proposals received in conjunction with this Request for Proposal, and to enter such contract or contracts as shall be deemed in the best interests of the District.

The District reserves the right to reject proposals or parts thereof for the following reasons:

- a. The Bidder misstates or conceals any material fact in their submission.
- b. The Bidder's submission does not strictly conform to the law or requirements of the request.
- c. The proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the proposal in conjunction with the Scope of Products and/or Services.
- d. The proposal has not been properly executed by signature of an authorized representative of the respondent.
- e. The proposal is late and arrives after the published date and time for responses as outlined in Section 1.7.

f. The proposal is submitted as a robo-bid or sent as SPAM without regard to products and services listed in this request for proposals and/or the USAC Form 470.

A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the request is opened.

The award will be made to the Bidder that best meets the needs of the District based upon the evaluation criteria, ***Refer to Evaluation Criteria Matrix Page (Attachment "E")*** as defined by the District. The District is not required to award the lowest cost proposal.

The District reserves the right to:

- a) Reject any, and all, proposals submitted by prospective Bidders.
- b) Re-advertise this solicitation
- c) Hold open or closed bid openings
- d) Postpone or cancel the process for this solicitation
- e) Determine the criteria and process whereby proposals are evaluated and awarded
- f) Rely on its staff to formally evaluate each complete proposal. The evaluation process will objectively grade the proposal on their merit and responsiveness
- g) Reserves the right to perform the installation of the equipment itself or through a subcontracted firm

If, because of this request for proposal, district personnel recommend to the District's Board of Education the Bidder be awarded the bid/contract and is approved; the Bidder understands, and acknowledges the following:

- This acceptance of a proposal is predicated on the total dollar amount to complete the product and/or services solicited by this RFP and the District's ability to secure adequate funding.
- In the event, adequate funding is not available regardless of funding source (e.g., grants, district allocations, E-Rate, etc.); the District will not authorize the purchase or award a contract. If funding is available, the Board of Education for the District shall award a bid/contract to the proposed Bidder.
- If the Board of Education does not approve the appropriation of funds, the District shall a) suspend the purchase or contract until funds are available and approved by the Board of Education or b) terminate the purchase or contract for lack of funding.

## **2.6 Disclosure of Information Content.**

The laws of Iowa require that at the conclusion of the selection process the contents of the

information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Bidder as public information. Iowa Code chapter 22 governs the District's release of information. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a response. Bidders are advised that the District does not wish to receive confidential or proprietary information and Bidders are not to supply such information except when it is necessary.

***Pricing information cannot be considered confidential information.***

Finally, identification of the entire submission as confidential will be deemed non-responsive and disqualify the Bidder's submission.

**2.7 Disposition of Information Packages.**

All responses become the property of the District and will not be returned to the Proposer at the conclusion of the selection process; the contents of all responses will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws.

**2.8 Audit or Examination of Bid or Contract.**

Bidder agrees that any authorized auditor, the Office of Auditor of the State, and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the Bidder relating to the orders, invoices, or payment of this contract.

**2.9 Copyrights and Intellectual Property.**

By submitting a response, the Bidder agrees that the District may copy the submission for purposes of facilitating the evaluation of the submission or to respond to requests for public records. The Bidder consents to such copying by submitting a response and warrants that such copying will not violate the rights of any third party. The District shall have the right to use ideas or adaptations of ideas that are presented in the response.

**3.0 Release of Claims.**

By submitting a response, the Bidder agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District's failure to provide the Bidder with pertinent information as intended by this request.

**3.1 Time is of the Essence.**

If awarded, it is to be understood that time is of the essence and that the Bidder will be required to perform work within the allowable time set forth as mutually agreed upon. The District and the Bidder shall agree mutually on any changes in either the schedule or the rate of

performance of the work which might either favorably or adversely affect such schedule. The Bidder understands that they may be asked to work around school schedules to avoid impacting the delivery of instruction and other day-to-day operations necessary to education students.

### **3.2 Right to Accept and Reject Proposals.**

This Request for Proposal in no manner obligates the District to an eventual contract for any items described, implied, or which may be proposed, until confirmed by written agreement (and approved by the Board of Education, if necessary) and may be terminated by the District without penalty or obligation at any time prior to the signing of a contract by all parties.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of hardware, software and/or services as required by the solicitation. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist because of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the Bidder.

Additionally, this solicitation does not commit the District to pay any cost incurred by the Bidder or any other party in preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product and services.

If a Bidder has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said Bidder may be disqualified from further consideration of bid submissions in the future.

### **3.3 E-RATE Terms and Conditions.**

The District expects Bidders to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. The Bidder must be able to offer E-Rate discounts for the proposed service.

Bidders are required to be in full compliance with all current requirements and future requirements issued by the Universal Service Administrative Company's (USAC) Schools and libraries Division (SLD) throughout the contractual period of any contract entered as a result of this RFP.

Bidders are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

Bidders are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>

Bidders are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website:

[http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

Products and services must be delivered before billing can commence. At no time may the Bidder invoice before July 1, of the funding year.

Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

Bidders must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

Bidders must comply with the FCC's recent Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, Hytera, Hangzhou, Dahua, Pacific Network Corp. and its wholly-owned subsidiary ComNet (USA) LLC and China Unicom (Americas) Operations Limited or any other "covered company" deemed a national security threat. Further details on FCC Order 19-121 may be obtained at FCC's website: <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Bidder hereby agrees to retain all books, records, and other documents relative to this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Bidder and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

## Attachment “B” – Pricing Page

Bidder is required to complete this Attachment “B” - Pricing Page as part of the quote. This pricing page **must** be completed and attached to the Bidder’s quote.

Prospective Bidder may request an electronic version of this page to aid in the completion of finalizing their proposal. For an electronic version, please e-mail [cculbertson@dbqschools.org](mailto:cculbertson@dbqschools.org) to receive a copy of this page in Microsoft Word format.

*Failure to comply with the instructions for this pricing page may deem the Bidder’s response non-compliant.*

<b>Bidder Name:</b>	
<b>Bidder Contact Person:</b>	
<b>Bidder Address:</b>	
<b>Bidder Phone:</b>	
<b>Bidder SPIN:</b>	
<b>Bidder E-mail:</b>	

### Equipment/Service Breakdown

E-Rate Eligibility	Part Number	Product Description	Qty:	Unit Cost:	Extended Cost:
<b>Grand Total:</b>					

*If this proposal is being submitted because of the Universal Service Schools and Libraries Program, commonly known as the E-rate Program; prospective bidders are required to list E-rate eligible costs separately from ineligible costs in accordance with E-rate program.*

<b>Warranty Description [Supplemental documentation provided concerning warranty is also acceptable]</b>

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment “C” – Insurance Requirements Page

1. All insurance policies required hereunder shall be written with an insurer authorized to do business in the State of Iowa. Insurers shall have an A.M. Best rating no less than “A-”, (Excellent).
2. All insurance policies required hereunder shall be endorsed to provide the Dubuque Community School District written notification of at least thirty (30) days prior to cancellation or non-renewal, ten (10) days notification for nonpayment of premium.
3. Bidder shall furnish Certificates of Insurance to the Dubuque Community School District indicating the insurance requirements not less than set forth in this agreement, have been met. Such certificates shall include copies of any policy forms and endorsements that are equivalent, and in lieu of required policy forms and endorsements. Bidder shall be responsible to ensure all its subcontractors and sub-subcontractors performing work or services meet the same insurance requirements, or specified insurance requirement for their respective trade, if listed.
4. Each Certificate of Insurance shall be submitted to the Dubuque Community School District Chief Technology Officer (CTO).
5. At its discretion and on a case-by-case basis, the Dubuque Community School District reserves the right to increase or decrease limits and add or waive insurance coverage and requirements.
6. Failure of the Bidder to provide evidence of minimum limits and coverage or procure required insurance shall not be deemed a waiver of these requirements by the Dubuque Community School District. Failure to obtain or maintain the insurance requirements shall be considered a material breach of this agreement. Limits and coverages indicated are only the minimum requirements, and in no way limit the Bidder’s liability or indemnification obligations contained elsewhere in the agreement with the Dubuque Community School District. In addition to the requirements set forth in this Exhibit, Bidder shall be responsible to procure and maintain any insurance coverage and limits it feels necessary to protect itself.

**MINIMUM INSURANCE REQUIREMENTS:**

**COMMERCIAL GENERAL LIABILITY:**

General Aggregate Limit	\$2,000,000
Products - Completed Operation Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to a Premises Rented to You Limit	\$ 100,000
Medical Payments	\$ 5,000

Commercial General Liability policy shall be written on an occurrence form using ISO occurrence form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

1. ISO endorsement CG 20 10 or equivalent endorsement naming the Dubuque Community School District, its officers, directors, employees, agents, and representatives as an additional insured.
2. ISO endorsement CG 20 37 or equivalent endorsement naming the Dubuque Community School District, its officers, directors, employees, agents, and representatives as an additional insured for completed operations. This endorsement shall be maintained for a minimum of two years after completion of the project.
3. ISO endorsement CG 20 01 or equivalent indicating additional insured status for the Dubuque Community School District, its officers, directors, employees, agents, and representatives is primary and non-contributory.
4. ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District.
5. Governmental Immunities Endorsement (see attached specimen).



**CYBER LIABILITY:**

Cyber Liability Aggregate Limit \$1,000,000

1. Coverage should provide liability, including and not limited to: legal expenses, business interruption, breach of personally identifiable information, cyber-attack, or any other claims that could be brought against the Dubuque Community School District.

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS):**

Limit Each Claim \$1,000,000  
Total Aggregate Limit \$1,000,000

1. If claims- made form, policy or extended reporting endorsement must be maintained for a minimum of three years after final completion of the project.
2. Coverage shall be held for three years following completion of the contract, work, or service for the Dubuque Community School District.

**BUSINESS AUTOMOBILE LIABILITY:**

Combined single limit of \$1,000,000

**Or**

Bodily Injury (per person) \$1,000,000  
Bodily Injury (per accident) \$1,000,000  
Property Damage \$1,000,000

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

1. Policy shall include Symbol 1 (Any Auto). If no owned autos, hired and non-owned auto liability is acceptable.
2. Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District.

**WORKERS COMPENSATION & EMPLOYERS LIABILITY:**

- 1. Workers Compensation – Statutory – State of Iowa
- 2. Employers Liability
  - Bodily Injury Limit Each Accident \$500,000
  - Bodily Injury Disease – Policy Limit \$500,000
  - Bodily Injury Disease – Limit Each Employee \$500,000

Workers Compensation shall include the following endorsements: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the Dubuque Community School District.

Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

**UMBRELLA OR EXCESS LIABILITY:**

Limit Each Occurrence	\$1,000,000
Aggregate Limit	\$1,000,000

Umbrella Liability policy shall be written on an occurrence form using ISO occurrence form CU 00 01 or equivalent form, and include the following endorsements:

- 1. ISO endorsement CU 24 78 or equivalent endorsement, indicating additional insured status for the Dubuque Community School District, its officers, directors, employees, agents, and representatives is non-contributory.
- 2. ISO endorsement CU 24 01 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District
- 3. Umbrella or Excess liability policy shall provide coverage at least as broad in coverage as the following required policies and endorsements: Commercial General Liability, Business Auto and Employer’s Liability.

## GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of Dubuque Community School District as an Additional Insured does not waive any of the defenses of governmental immunity available to the Dubuque Community School District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The Dubuque Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Dubuque Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Dubuque Community School District.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

## Attachment “D” Non-Discriminatory Employment Page

The Bidder and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment without regard to their race, religion, color, sex, national origin, or age. Actions include, but are not limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post notices setting forth the policies of non-discrimination in conspicuous places, available to employees and applicants for employment.

The Bidder and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

The Dubuque Community School District School Board Policy #1001:

Discrimination and Harassment Not Tolerated: Any form of discrimination or harassment can be devastating to an individual, social relationships and sense of self-worth. Therefore, the District will not tolerate discrimination or harassment on the basis of a person’s protected status, such as age, color, creed, disability, gender, marital status, national origin, physical attributes, race, religion, sexual orientation, or socioeconomic status.

Sex Offender Registry:

All references to the “Sex Offender Registry” or “Registry” shall mean the registry described in Iowa Code Chapter 692A (2007) or similar registry in the state where an employee of a Bidder or Subcontractor resides.

Bidder agrees and warrants to the District (District) that Bidder will not employ, utilize, or otherwise permit any employee of Bidder or a Subcontractor or agent who is currently listed on a Registry to perform any work on property owned by or leased to the District.

Bidder agrees to perform a diligent and thorough search of the Registry of the state of residence of an employee to determine if the employee, Subcontractor, or agent is listed on the Registry. Bidder agrees that the search of the Registry will be conducted prior to commencing work on any project of the District.

The Bidder shall incorporate in each subcontract language substantially similar to the above language and will prohibit any employee of a Subcontractor to perform work on District property if the employee is listed on a Registry.

The Bidder agrees for itself and for each Subcontractor to hold harmless and indemnify the District (its director and employees) for the actions of any employee hired by a Bidder or Subcontractor to work on District property who is listed on a Registry and who causes harm to any person on School District property.

The District requires all the names of all subcontractors known, or contemplated, shall be listed. The District must approve all subcontracts and the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all its right, title or interest therein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

## Attachment “E” Evaluation Criteria Matrix

### RFP#122024-INTERNETACCESS&TRANSPORT-2300CHANEYRD

Evaluation of responses to this request for proposal is based on maximum 50-point rating system where cost of the eligible products or services is weighted the heaviest along with other qualifying factors.

The technique used to evaluate are described below:

Criteria: **Price of the eligible products and services**  
*Most heavily weighted factor*

Evaluation Value: 25 points

Evaluation Technique: For each proposal evaluated

$$\text{Cost Score} = \left[ \frac{\text{Lowest cost of all bids received}}{\text{Bid cost for this firm}} \right] \times 25$$

<u>Other Qualification Factors</u>	<u>Possible Points</u>
1. Price of ineligible products and services	0-5
2. Completeness and adherence to the format of the bid solicitation by prospective bidder.	0-5
3. The District’s prior experience with prospective bidder.	0-5
4. References of other current clients (preferably PreK-12 Iowa schools)	0-5
5. Ability to deliver service at start of the funding year e.g., July 1, 2025	0-5

# Attachment “F” Acknowledgement of Request for Proposal Form

**RFP#122024-INTERNETACCESS&TRANSPORT-2300CHANEYRD**

By submitting a Proposal/Response, the Bidder, on behalf of itself and its Partners and/or Subcontractors acknowledges and agrees that:

**BIDDER AUTHORIZATION:** The signatories are authorized by the Bidder to make representations for the Bidder and to oblige the Bidder to perform the commitments contained in its proposal/response.

**ACCEPTANCE:** Submission of any Proposal/Response indicates a Bidder’s acceptance of the conditions contained in this Request for Proposal. The District may discontinue its selection, contract negotiations, or contract award processes with any Bidder if it is determined that the Bidder has not accepted the conditions contained in this Request for Proposal.

Each Bidder, as part of its Response, must submit this document signed by a representative(s) authorized by the Bidder to make representations for the Bidder and to obligate the Bidder to acknowledge and accept the conditions contained in its Response.

Acknowledged and Agreed:

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Signature

---

Print Name

---

Title

---

Firm Name

---

e-mail address

---

City, State Zip

---

Phone Number

---

Date