

REQUEST FOR PROPOSAL

NEWTON COMMUNITY SCHOOL DISTRICT

1302 1st Ave W

NEWTON, IOWA 50208

Leased Lit and Leased Dark Fiber

January 16, 2025

Any changes are highlighted in Yellow below

REQUEST FOR PROPOSAL

FOR: The Newton Community School District consists of approximately 2,800 students, 250 instructors and 16 administrative and support personnel. The district is housed in 11 facility complexes, 6 School Complexes, administrative, local AEA, Technology, Transportation and Maintenance offices.

SCOPE OF SERVICES

As approved by the Federal Communications Commission in E-rate modernization order 2 (WC Docket No. 13-184)

<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>

NewtonCSD requires the following:

Last mile leased lit or leased dark fiber services to the following endpoints, connected back to the following buildings via a dark fiber strand or a leased 10GBS circuit to Technology Center (1320 1st Ave West Newton, IA 50208) and Newton High School (800 E. 4th St. S. Newton, IA 50208).

Thomas Jefferson Elementary	112 Thomas Jefferson Dr. Newton, IA 50208
Woodrow Wilson Elementary	801 S. 8 th Ave. W. Newton, IA 50208
John Jenkins Locker Room	1200 W. 6 th St. S. Newton, IA 50208
Emerson Hough District Offices	700 N. 4 th Ave. E. Newton, IA 50208
Berg Middle School	1900 N. 5 th Ave. E. Newton, IA 50208
Aurora Heights Elementary	310 E. 23 rd St. S. Newton, IA 50208

In addition, Newton CSD needs a 10 gb leased lit circuit or 12-strand lease dark fiber between Technology Center (1320 1st Ave West Newton, IA 50208) and Newton High School (800 E. 4th St. S. Newton, IA 50208).

Leased Dark Fiber:

With this in mind, Newton CSD is seeking options to lease 1 dark fiber strand for a connection between these locations(see above) and the Technology Center and Newton Senior High School where the chosen solution between these points is 100% dedicated to Newton CSD. The transport circuit endpoints will be from the 6 locations (see above) to the Technology Center and Newton Senior High School. Prices should be all inclusive. Vendors can include any equipment that may be needed to light the fiber with Newton CSD network equipment. Pricing of dark fiber circuits is requested starting

October 23, 2025 to June 30, 2026 with options for additional 36 months through June 30, 2029, 60 months through June 30, 2031, and 108 months through June 30, 2035.

Leased Lit Fiber:

NewtonCSD seeks bids on leased lit fiber to the end points throughput (upload and download) capable of at least 10 Gbps, upgradeable with Service Level Agreement (SLA). Pricing of transport circuits is requested at the 10 Gbps level from October 23, 2025 to June 30, 2026 with options for additional 36 months through June 30, 2029, 60 months through June 30, 2031 and 108 months through June 30, 2035. If the bid selected is for leased lit fiber, the vendor will be responsible for lighting the fiber as well as maintenance of the fiber.

Dark Fiber Maintenance:

Operations and Maintenance Practices: If bidding dark fiber, the vendor shall provide for on-going maintenance and operations of dark fiber for the term of the contract.

Maintenance and operations should be the following:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Fiber monitoring
- Handling of unscheduled outages and customer problem reports,
- Repair of fiber breaks,
- Replacement of damaged fiber,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices

Special Construction of leased lit or leased dark fiber connections:

If special construction is required to fulfill the needs of the district, then the vendor shall provide a bid for such costs. For the purposes of the E-Rate program, special construction charges are the upfront, non-recurring costs of deploying new or upgraded network facilities to E-Rate eligible entities, either for dark fiber or leased lit fiber options. Special construction must be completed and the fiber operational no later than October 15, 2025.

Special construction consists of three components and bidders should itemize the following in their bids:

1. Construction of network facilities
2. Design and engineering
3. Project management

I. INTRODUCTION

1.0 Objective

The Newton Community School District hereinafter referred to as “The Customer” or “Newton CSD” or District (s). The bidder will be referred to as “The Vendor”. The terms “Bid” and “Proposal” will be used interchangeably throughout this document.

It would be the District’s intent that any lease based solution be E-rate eligible.

1.1 Schedule of Events

The following is the schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful Vendor. All times listed are Central Standard Time.

During the RFP release period (January 16, 2025 to March 17, 2025), Vendors will have an opportunity to schedule a district site visit to view existing fiber and circuits and to ask questions regarding the service. **The questions and answers will be made available to all vendors via email.**

The district seeks bids for service Oct. 23, 2025 through June 30th, 2026. With the district having the option to extend the contract from July 1, 2026 to June 30, 2029, July 1, 2026 to June 30, 2031 and July 1, 2026 to June 30, 2035.

	Event	Date
1	Release RFP and Form 470 to Vendors	January 16, 2025
2	Vendor to Schedule Site Survey	January 16 to March 13, 2025
3	Response received from Vendors	March 17, 2025 - by 3:30 pm CST
4	Start of evaluation of responses	March 17, 2025
4	Contract Award	TBD by District
5	Installation Starts	ASAP following contract award, TBD by Newton CSD & Winning Vendor
6	Installation Finished	TBD by Vendor
7	Begin Testing	Immediately following Installation completion
8	Review of Testing	TBD by Customer
9	Acceptance by Customer	On or BEFORE Oct 20, 2025

II TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL (“RFP”)

2.0 Response Submissions

Response to this RFP must be submitted via mail or emailed to bloomt@newton.k12.ia.us on or before March 17, 2025, at 1:45 pm, CST to:

**Mr. Tim Bloom, Board Secretary
Newton Community School District
1302 1st Ave W
Newton, Iowa 50208**

The response packages will be opened at 2:00 pm, CST March 17, 2025 at the Administration Office, 1302 1st Ave W, Newton, Iowa 50208.

It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer reserves the right to reject all late arrivals. The Vendors must submit **two (2)** copies of the response.

2.1 Costs Associated with Preparation of the Vendor’s Response

The Customer will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

2.2 Vendors Conference

No Vendor’s conference will be held.

2.3 Site Survey

Vendors are required to schedule a site survey during the RFP release period, January 16 to March 13, 2025 prior to submitting a bid. Contact Shane Wheeler at wheelers@newton.k12.ia.us or 641-791-9830 to schedule a site visit.

It is up to the individual Vendor to decide and schedule a Site Survey with the Customer as it is a requirement for a vendor to be eligible to bid.

2.4 Subcontractors

Should The Vendors use subcontractors for portions of the work, the Customer reserves the right to reject any subcontractor without explanation or recourse by the Vendor or subcontractor.

2.5 Interpretation and Additional Information

2.5.1 Interpretations, Corrections and/or Changes

Any interpretation, correction, or change of the RFP will be made by ADDENDUM. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendors shall not rely upon such interpretations, corrections, or changes. Changes or corrections will be issued by The District. Addenda will be issued as expeditiously as possible by email, (if necessary by FAX, followed up by original documents). It is the responsibility of The Vendors to determine whether all addenda have been received.

2.5.2 Addenda

It will be the responsibility of all respondents to contact The District prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with the response to the RFP.

2.6 Questions

Questions regarding this RFP should be submitted in writing, via email to Shane Wheeler, Technology Director. Questions should be emailed to **wheelers@newton.K12.ia.us**. The District will endeavor to respond to questions within 24 hours of when they were submitted, but reserves the right to make no response. The District will not respond to oral questions. Responses to all questions received in proper time frames **will be answered in writing and distributed to all Vendors**.

2.7 Bid Binding Period

Prices quoted in the Vendor's response for all recurring, nonrecurring, and special construction costs will remain in effect for a period of at least ninety (90) business days from the issuance date of The Vendor's response. Note: This applies before the contract award date.

2.8 Omissions

Omission in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

2.9 Financing

The Customer will accept bids for a leased lit or leased dark fiber solution. Please provide leasing options for a period of October 23, 2025 to June 30, 2026, with extension options for the following:

July 1, 2026 - June 30, 2029, July 1, 2026 - June 30, 2031, and July 1, 2026 - June 30, 2035.

2.10 Inspection and Acceptance

Inspection and Acceptance will be at destination and upon successful installation at the conclusion of testing showing performance of equipment to industry standards unless otherwise provided.

The District shall at all times have access to the work wherever it is in preparation or progress and The Vendor shall provide proper facilities for such access and for inspection.

The Vendor shall not close up any work until The District has inspected the work. Should The Vendor close up the work prior to inspection by The District The Vendor shall uncover the work for inspection by The District at no cost to The District and then recover the work according to the specification contained herein.

The Vendor shall notify The District in writing when the work is ready for inspection. The District will inspect the work as expeditiously as possible after receipt of notification from The Vendor.

2.11 Price Bid

Price Bids are to include the furnishing of all materials, equipment, maintenance and warranties. The Customer will not be liable for any costs beyond those proposed herein and awarded.

In case of discrepancy in computed proposal prices, the lowest combined value of individual units costs shall prevail.

2.12 Project Manager

The Vendor will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make decisions regarding the scope of the work and any changes required by the work. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work.

2.13 Installation Manager

The Customer shall provide an Installation Manager who shall act as a single point of contact for all activities regarding this project. The Installation Manager will be responsible for all decisions required of The District and shall coordinate with all departments during installation activities. The Installation Manager shall notify The District Inspector when inspections are scheduled and shall coordinate the inspection between The Vendor and The District Inspector.

2.14 The Vendor Qualifications

2.14.1 Experience

The Vendor shall be an established service provider that has been in business for at least five years.

2.15 Prime Vendor

In the event multiple Vendors submit a joint response to this RFP, a single Vendor shall be identified as the Prime Vendor. Prime Vendor responsibilities shall include performance of overall project administration and serving as a focal point for The Customer to coordinate and monitor plans and schedules, maintain project budget and status information, administer changes required, preside over other Vendors participating or present at The Customer meetings, and oversee preparation of reports and presentations. Prime Vendor shall remain responsible for performing tasks associated with installation and implementation of Prime Vendor's portion of the contract.

2.16 Equal Employment Opportunity

In connection with the execution of this Contract, The Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin or marital status. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, national origin or marital status. Iowa Targeted Small Businesses are eligible to bid this project.

2.17 Compliance with Laws and Regulations

The Vendor performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay, without burden to The Customer, all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, The Vendor shall pay all fines and penalties, including attorney's fees, and other defense costs and expenses in connection therewith. Final payment will be withheld until all applicable laws and regulations have been fully met.

2.17.1 Federal Communications Commission

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

2.17.2 Codes, Standards, and Ordinances

All work shall conform to the current National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. EIA/TIA Documents shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI

Telecommunications Distribution Methods Manual shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation.

2.18 Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations and standards. The Vendor shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs and expenses (including attorney's fees and court costs) which may be imposed on The Customer because of The Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

2.19 Acknowledgement and Certification of Sex-Offender Clause

The Vendor and/or their Subcontractors shall not be owned, operated or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Vendor and/or their Subcontractors shall not permit an employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Newton CSD in accordance with Iowa Code 692A.11, and shall fully execute and deliver copies of Appendix A – Acknowledgement and Certification to the Newton CSD prior to execution of Agreement.

2.20 Indemnification

The Vendor shall indemnify and hold harmless The Customer, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by The Customer, its agents or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless The Customer, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The Customer's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The Customer which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of ensuring this indemnity must be complied with as set forth.

2.21 Proposal Preparation

2.21.1.1

All proposals must be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to submit all information requested may result in the exclusion of the submitted proposal from consideration, a lower score in the evaluation of the proposal, or the reviewing parties requesting the missing information.

2.21.1.2

Submitted proposals should be written in a concise simple manner, providing a straightforward solution to the RFP. Respondents should focus upon providing the most cost effective yet technologically sound solution to the Customer.

2.21.1.3

All submitted data, information prepared for The Customer in response to this RFP will exclusively belong to the Customer. The information will be open to public inspection as required by law. Any trade secrets or proprietary information will not be disclosed to the public, however, such information must be brought to the attention of The Customer with adequate reason for such withholding in compliance with Iowa law.

2.21.2 Specific Requirements

Vendors should provide a thorough and as detailed proposal as possible such that the Customer will have the proper information by which to evaluate responses. Specifically, Vendors are required to submit the following information as a complete proposal and the documents should be prepared, labeled and arranged as follows:

- I. Provide proof your company has been in business for the last 5 (five) years.
- II. Summary of Proposal including overview and summary costs on district supplied spreadsheet
- III. Description of the Dark Fiber lease or Lit Fiber lease
- IV. Formal Vendor response to Request for Bid.
- V. Signature Page.
- VI. Additional Vendor Addendum.

2.22 Evaluation and Award of Responses

The Customer may at its discretion and at no fee to The Customer, contact any Vendor for questioning during response evaluation for the purpose of clarifying statements in the response.

2.22.1 Right to Reject

The Customer reserves the right to accept or reject all proposals or sections thereof. In addition, The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor can propose.

2.22.2 Evaluation Criteria

The criteria for selection of The Vendor will entail several specific considerations. The Customer reserves the right at any time to request documentation or additional information/clarification on any of the following but not limited to: Vendor qualifications; Vendor understanding of the project scope of work and overall goal; Vendor compliance with specifications detailed in RFP; Vendors demonstrated ability to perform. Evaluation criteria will include but not limited to the following: cost, experience, Iowa located business, feedback from references. Per E-rate rules, cost of the E-Rate eligible products and services will be the highest rated factor. **Bidders that do not conduct a site visit will be disallowed and not reviewed.**

2.22.3 Award of Project

The award of the project will be based upon the criteria noted in this RFP. The Customer will select and award the project to the vendor best meeting the evaluation criteria.

The Customer reserves the right to cancel this RFP, reject submitted proposals, or portions of proposals at any time prior to the awarding of the project. The Customer is not required to provide a statement of reason as to why any proposal is deemed as not being most advantageous to the goals of the Customer. The Customer is not obligated to commit to any products or services as a result of the publication of this document. All proposed solutions will be presented to the Customer for final approval. No work or purchases will commence until aforementioned approval is obtained from the Customer.

2.23 Special Conditions

The facilities are academic in nature and thus activities in all Customer facilities will not be interrupted by The Vendor's work activities.

Please note section 2.19 - Acknowledgement and Certification of Sex-Offender Clause

2.24 Cancellation

The Customer shall have the right to cancel this Agreement upon thirty (30) days advance written notice to the Vendor.

2.25 Advertising

The Vendor agrees not to use the results from this RFP as a part of any commercial advertising without prior written approval of The Customer.

III. Scope of Work

3.0 Overview

Vendors may submit bids for leased dark fiber, leased lit fiber, or both. Vendors are not required to bid both services.

Dark Fiber:

All proposals should be based on single mode fiber connections from each location listed below to the Technology Data Center, section 3.1.

Leased Lit Fiber:

Pricing to these locations, section 3.1, should be based on a standard of 10 GB connection to each location.

The Vendor is responsible for bringing fiber connections to each location and terminating within the building.

3.1 Termination Locations

	Location/Building	Address
1	Technology Center	1320 1 st Ave West Newton, IA 50208
2	Thomas Jefferson Elementary	112 Thomas Jefferson Dr. Newton, IA 50208
3	Woodrow Wilson Elementary	801 S. 8 th Ave. W. Newton, IA 50208
4	John Jenkins Locker Room	1200 W. 6 th St. S. Newton, IA 50208
5	Newton High School	800 E. 4 th St. S. Newton, IA 50208
6	Emerson Hough District Offices	700 N. 4 th Ave. E. Newton, IA 50208
7	Berg Middle School	1900 N. 5 th Ave. E. Newton, IA 50
8	Aurora Heights Elementary	310 E. 23 rd St. S. Newton, IA 50208

In addition, Newton CSD needs a 10 gb leased lit circuit or 12-strand lease dark fiber between Technology Center (1320 1st Ave West Newton, IA 50208) and Newton High School (800 E. 4th St. S. Newton, IA 50208).

3.4 Pricing Scenarios

If a bidder cannot provide services for any of the below options, please leave that blank.

Leased Lit Option 10 GBPs

Monthly recurring Charges (equal payments) _____

(_____ 1 time cost for connection to all sites)

Total Special Construction cost _____

Dark Fiber Option

Monthly recurring Charges for 12 strands for Technology Center to High School (equal payments) _____

(_____ 1 time cost for connection to all sites)

Total Special Construction cost _____

AND

Sites	Monthly Recurring cost for 1 strand to Technology Center	Monthly Recurring cost for 1 strand to High School
Thomas Jefferson Elementary		
Woodrow Wilson Elementary		
John Jenkins Locker Room		
Emerson Hough District Offices		
Berg Middle School		
Aurora Heights Elementary		

(_____ 1 time cost for connection to all sites)

Total Special Construction cost _____

IV. Installation, Testing & Acceptance

4.0 Site Preparation

Newton CSD will be responsible for preparation of the data closet room(s) for termination of the proposed system's fiber.

Vendors must submit with their bid environmental requirements, i.e. power, HVAC, flooring, lighting, etc.

4.1 Testing and Acceptance

Prior to October 16, the Vendor will provide Newton CSD with a complete detailed acceptance test procedure.

VII. Bid Responsibility

5.0 Bid Preparation

Any expenses for developing the proposal are the responsibility of the Vendor and the Customer must not be charged for these expenses in any manner. This RFP with subsequent addendums and the proposal submitted by the selected Vendor with approved changes will become part of the contract between the Customer and the selected Vendor.

VIII. Bid Form

The completed bid below should be emailed to bloomt@newton.k12.ia.us or mailed below to include with the Vendor's final proposal.

To: Newton Community School District
Attn: Tim Bloom, Board Secretary
1302 1st Ave W
Newton, Iowa 50208

The undersigned Bidder, who has examined the RFP, Specifications and other documents and is familiar with the nature and location of the services to be provided

The undersigned Bidder certifies that this Proposal is made in good faith, without collusion or connection with any other person or persons bidding on the Work.

The Vendor will provide a leased cost breakdown schedule with the following: monthly costs, one time connection costs and special construction costs.

The successful Bidder shall furnish all insurance certificates before entering or starting work at the site.

The undersigned Bidder states that this Proposal is made in conformity with the RFP and Specification requirements and agrees that in the event of any discrepancies or differences between any conditions of Proposal and the RFP/Specifications prepared by the District, that the provisions of the latter shall prevail.

The undersigned Bidder agrees that this Proposal will not be withdrawn for thirty (30) days after the opening thereof.

The Bidder understands that the District reserves the right to ask for revisions and clarifications for any proposal, and accept any bid in whole or in part which it deems to be in its best interest.

Dated this _____ day of _____, 202_.

Bidder _____ By _____

Address _____

SPIN (Service Provider Identification Number) E-rate eligible only:

IX. Customer Information Summary for Vendor

This section outlines the basic information necessary for the Vendor to complete their RFP submission. These are points of reference for the Vendors and specific requirements mandated in this RFP are detailed in the appropriate sections. ***The Vendor should refer to those sections when developing the response to this RFP.***

9.1 Customer Information Summarized for the Vendor

- The bidding process opens January 16, 2025
- All responses to the RFP must be received from the Vendor on March 17, 2025 - by 1:45 pm CST.
- Responses should be sent to:

**Mr. Tim Bloom, Board Secretary
Newton Community School District
1302 1st Ave W
Newton, Iowa 50208
bloomt@newton.k12.ia.us**

- The Contract will be awarded at a date to be determined by the District.
- The Vendor needs to fill out the pricing worksheet
- Submissions are required to include the Vendor's SPIN number
- Provide pricing for a lease period of October 23, 2025 to June 30, 2026, with the vendor having the option to submit bids for time periods of July 1, 2026 to June 30, 2029, July 1, 2026 to June 30, 2031 and July 1, 2026 to June 30, 2035.
- Complete and sign Appendix A – Acknowledgement & Certification of Sex Offender Clause

Appendix A. Acknowledgement & Certification of Sex Offender Clause

_____ (“Vendor”) is providing services to the Newton Community School District (“District”), as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier, or contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Vendor acknowledges that the Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Vendor further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor, or supplier of services or volunteer at the schools of the District.

The Vendor hereby certifies that no one who is an owner, operator or manager of the Vendor has been convicted of a sex offense against a minor. The Vendor further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgement and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgement and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands the terms, and that he/she not only has the authority to sign the document on behalf of the Vendor, but has signed it knowingly and voluntarily.

Date: _____

Vendor or Subcontractor

By: _____

Name: _____

Title: _____