

Decorah Community School District



**Request for Proposal
For DCSD Fiber Equipment Maintenance, Operations & Monitoring
RFP 18-002**



Decorah Community School District

Request for Proposal – Fiber Equipment Maintenance, Operations & Monitoring

I. Overview

1. Operations. “Operations” means the management concerned with designing, and controlling the process of production and redesigning business operations in the production of the software and hardware for DCSD WAN equipment. It involves the responsibility of ensuring that business operations are efficient and operational in terms of using as few resources as needed and effective in terms of meeting customer requirements.
2. Monitoring. “Monitoring” means a system that constantly monitors the DCSD Fiber network for slow or failing components and that notifies the network administrator (via email, SMS or other alarms) in case of outages. It is part of network management and contact will be made with DCSD if a trouble is located with plans for immediate repair.
3. Fiber Equipment Maintenance, Operations, and Monitoring Practices: DCSD will require on-going maintenance, operations, and monitoring of the fiber equipment for the term of the agreement. When pricing maintenance, operations, and monitoring the respondent should include an overview of fiber equipment maintenance, operations, and monitoring practices including but not limited to:
 - a. Routine maintenance and inspection,
 - b. Scheduled maintenance windows and scheduling practices for planned upgrades and outages,
 - c. Fiber monitoring including information on what fiber hardware management software is used, what fiber optic monitoring system is used, and who performs the monitoring,
 - d. Handling of unscheduled outages and customer problem reports? What service level agreement is included, and what alternative service levels may be available at additional cost,
 - e. What agreements are in place with applicable hardware vendors for emergency restoration,
 - f. Repair of equipment failure,
 - g. Replacement of damaged equipment,
 - h. Replacement of hardware or optics which no longer meets specifications,
 - i. Policies for customer notification regarding maintenance, operations, and monitoring,

4. Equipment. Hardware and software for which this equipment applies is the fiber optic related equipment including but not limited to:
 - a. BNA located in a virtual server environment,
 - b. Brocade ICX 7750 switches,
 - c. Champion SFP & SFP+ transceivers of various configurations,
 - d. Brocade 6450 switches,
 - e. Cisco Catalyst 3750X switches,
 - f. SFP 10G transceivers of various configurations,
 - g. Brocade ICX 6610 switches,
 - h. CER-2024C,
 - i. Mikrotik Routers

II. Maintenance Charges

1. Costs for Unscheduled Maintenance. The Parties agree that Annual Maintenance Charge does not cover restoration and/or emergency repair services (other than routine repair services) included within Unscheduled Maintenance, Fiber relocation, and other services not included within Scheduled Maintenance. Each Party shall be responsible for its pro rata share of these restoration and/or emergency repair costs based on the ratio of each Party's Fibers in the particular Route Segment to the total number of Fibers in that Route Segment. For its share of any costs and expenses incurred for the restoration and/or emergency repairs, DCSD shall pay the charges set forth in an invoice from (maintenance vendor) within thirty (30) days of its receipt thereof. Notwithstanding the foregoing, in the event that the need for restoration and/or emergency repair becomes necessary as a result of a Party's, its agent's, or its customer's negligence or willful misconduct, that Party shall be responsible for the entire restoration and/or emergency repair costs. In the event that the need for restoration and/or emergency repair becomes necessary as a result of the negligence or willful misconduct of a third party, (maintenance vendor) shall take reasonable action to collect the costs thereof from such third party, which shall, to the extent collected, offset each Party's share of the costs for the restoration and/or emergency repair on a pro rata basis.
2. Expenses. (maintenance vendor) is responsible for professional travel, meals, lodging, and such other expenses as it may incur ("Expenses") in performance of Scheduled Maintenance. Expenses incurred by (maintenance vendor) in connection with Unscheduled Maintenance including restoration and emergency repair activities, shall be allocated and may be invoiced by (maintenance vendor) as provided in the agreements.

III. MAINTENANCE SPECIFICATIONS AND REQUIREMENTS.

1. (maintenance vendor) Operations Center. (maintenance vendor) shall itself or through a third party, operate and maintain an Operations Center (“OC”) and have trained staff available twenty-four (24) hours a day, seven (7) days a week. (maintenance vendor) shall have a maintenance employee or contractor available for dispatch twenty-four (24) hours a day, seven (7) days a week.

Scheduling; Response Parameters and Requirements.

- a. (maintenance vendor) shall respond to any notice of any failure of the DCSD Fibers to be in accordance with the Fiber Specifications, whether or not causing any interruption of DCSD’s use thereof (an “Outage”), as quickly as reasonably possible (allowing for reasonable delays caused by circumstances beyond (maintenance vendor)’s reasonable control) in accordance with the procedures of this agreement, and, in any event, (maintenance vendor) will use reasonable efforts to have a maintenance employee at the site requiring Emergency Unscheduled Maintenance activity for which it is responsible within two (2) hours after the time (maintenance vendor) becomes aware of an event requiring such Emergency Unscheduled Maintenance. (maintenance vendor) will restore the DCSD Fibers and the connections on the same priority as other communications services within (maintenance vendor)’s service area; however, (maintenance vendor) shall have no liability to DCSD in the event (maintenance vendor) or the underlying Grantor for the Route Segment is unable, due to the demands of restoring other priority services in that Grantor’s service area, to comply with the timelines set forth in this agreement.
- b. DCSD shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with (maintenance vendor)’s ability to perform its obligations under this Agreement.
- c. (maintenance vendor) shall use reasonable efforts to remedy any problems related to the DCSD Fiber, Cable or Access Points as quickly as possible, except that restoration of open fibers on fiber strands among the DCSD Fiber not immediately required for service shall be completed in a mutually agreed upon manner and on a mutually agreed upon schedule. If any DCSD Fiber is not being utilized by DCSD, repairs may be scheduled for the next available Planned System Work Period (“PSWP”), which is a pre-arranged period of time reserved for performing certain work on the subject Cable that may potentially impact DCSD’s communications traffic. If, at any time, it becomes apparent that an Outage as to any DCSD Fiber will extend beyond eight (8) hours, a manager or officer of each Party will work together to determine a plan to restore the subject Fibers as soon as possible.

- d. Major system work (including fiber rolls and hot cuts on DCSD Fiber) will be scheduled during a PSWP. Generally, this will be restricted to weekends, avoiding the first and last weekend of each month and holidays of high communications traffic.
- e. In the case of any permitted rerouting activities, (maintenance vendor) shall notify DCSD at least thirty (30) days in advance of any voluntary rerouting activities and as soon as reasonably possible in the case of any involuntary rerouting activities if the subject rerouting activities are intended to require any interruption of service by DCSD related thereto.
- f. (maintenance vendor)'s representatives responsible for initial restoration of a cut DCSD Fiber or Cable shall carry in their vehicles the appropriate equipment that would enable a temporary splice, with the objective of restoring DCSD's fiber operation as quickly as reasonably possible. (maintenance vendor) shall maintain an inventory of spare cable in one or more storage facilities supplied and maintained by (maintenance vendor) at strategic locations to facilitate timely restoration.
- g. Each Party shall maintain sufficient capability to teleconference with the other Party during an Emergency Unscheduled Maintenance on fiber strands granted to DCSD hereunder and to provide regular communication during the repair process.
- h. When correcting or repairing Cable discontinuity or damage, including in the event of Emergency Unscheduled Maintenance, (maintenance vendor) shall use reasonable efforts to repair discontinuity having an impact on traffic within four (4) hours after (maintenance vendor)'s maintenance employee, contractor, subcontractor or designee arrives at the problem site. To accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. (maintenance vendor), promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Cable and shall begin restoration efforts. (maintenance vendor) shall splice Fibers tube by tube or ribbon by ribbon or fiber bundle by fiber bundle, rotating between tubes or ribbons operated by the separate interest holders, including DCSD, provided that lit Fibers in all buffer tubes, ribbons or fiber bundles shall have priority over any dark fibers to allow transmission systems to come back on line; and provided further that (maintenance vendor) will continue such restoration efforts until all lit Fibers in all buffer tubes or ribbons are spliced and all traffic restored. The goal of emergency restoration splicing shall be to restore service as quickly as possible. This may require the use of some type of mechanical splice, such as the "3M Fiber Lock" to complete the temporary restoration. Within thirty-six (36) hours after completion of an Emergency Unscheduled Maintenance by (maintenance vendor), (maintenance vendor) shall commence its planning for permanent repair if applicable, and shall notify DCSD of such plans and shall

implement and complete such permanent repair within such thirty-six (36) hours. Permanent restorations will take place as soon as practicable.

2. Cooperation. Each Party agrees to work in a reasonably cooperative manner with the other Party to attempt to identify maintenance and repair problems in the DCSD Fiber, Cable, and Access Points. Without limiting the generality of the foregoing and in the event that any Scheduled Maintenance or Unscheduled Maintenance requires a traffic roll or reconfiguration involving the DCSD Fiber, Cable, electronic equipment or other facilities, then, upon reasonable request, the other Party shall make its personnel available as reasonably necessary to accomplish the maintenance, which personnel shall coordinate and cooperate with personnel of the other Party in performing such maintenance as required.
3. Splice Enclosures. Neither Party shall open the splice enclosure of the other Party.
4. Contractors. (maintenance vendor) may, in its reasonable discretion, contract for its performance of the Maintenance Services hereunder provided it shall require its contractors, subcontractors, and designees to perform in accordance with requirements and procedures at least as stringent as those set forth in this Agreement. The use of any such contractors, subcontractors, or designees shall not release (maintenance vendor) from liability for any of its obligations under this Agreement.

IV. MISCELLANEOUS

CONTACT INFORMATION. Each Party shall provide the other Party with the names and telephone numbers of at least three (3) agents or representatives, in the order that the other Party shall attempt to contact them to perform Unscheduled Maintenance and to report and seek initial redress of exceptions noted in the performance in meeting maintenance requirements, attached as Exhibit B, and such list of contact persons may be updated from time to time by the applicable Party. A Party shall notify the applicable representatives or agents listed on Exhibit B as soon as reasonably possible following discovery of an Unscheduled Maintenance duty hereunder.

WARRANTY OF SERVICES. (maintenance vendor) warrants that: (i) it is in the business of providing the Maintenance Services described herein, and is able to perform the work in accordance with industry standards and will perform the agreed assignments within such times and in the form agreed to herein; (ii) its representatives (including without limitation employees, contractors, or subcontractors) who access the DCSD Fiber, Cable, Access Points, or other property, shall be qualified to perform all work in accordance with applicable requirements of local, state and federal occupational safety and health laws and prevailing industry standards; and (iii) Maintenance Services performed by a (maintenance vendor) or its agents, employees or contractors shall be performed in a good and workmanlike manner, using good engineering practices, in

accordance with applicable Law and shall be performed so as to maintain the DCSD Fiber, Cable, Access Points, and splicing related thereto in accordance with the Fiber Specifications set forth in the Dark Fiber IRU Agreement or to a higher standard. (maintenance vendor) shall have the sole power to arrange and shall arrange in its reasonable discretion for testing, inspection, maintenance, and repair of the DCSD Fiber, Cable and Access Points and splicing related thereto in accordance with industry standards, the Fiber Specifications, applicable Law, and this Agreement. Except as provided in and in accordance with this agreement, neither DCSD nor its agents shall rearrange, move, disconnect, remove, maintain, repair, or attempt to rearrange, move, disconnect, remove, maintain, or repair the DCSD Fiber, Cable, or Access Points except with the prior written consent of (maintenance vendor).

FAILURE TO PROVIDE MAINTENANCE SERVICES. If at any time during the term of an IRU applicable to the DCSD Fiber, the Parties fail to renew this Agreement, or (maintenance vendor) fails to provide Maintenance Services to DCSD as required hereunder, DCSD shall have a right of access to the DCSD Fiber, Cable and Access Points, itself or by its qualified contractors, for the purpose of performing such services on its own behalf. In such instances, DCSD's right of access under this agreement is conditioned upon it giving written notice of its intention to access the DCSD Fiber no less than ten (10) days prior to such event, except in cases of emergency, in which case the written notice shall be required to be given in the maximum amount of time that is reasonable under the circumstances. If (maintenance vendor) fails to provide Maintenance Services during a Maintenance Term or Renewal Term for which DCSD has paid the Annual Maintenance Charge, upon invoice by DCSD, (maintenance vendor) shall promptly reimburse DCSD for its costs of performing Scheduled Maintenance, and to the extent this Agreement is terminated, shall reimburse such portion of the Annual Maintenance Charge as provided in this agreement.

V. Proposal Process

The proposals will be evaluated by the Decorah Community School District Central Administration Office Administration. The Administration will then make a recommendation to the Board of Directors at a regular scheduled meeting. The Board, at its sole discretion, will determine whether to hold discussions with the Proposers who are in a “competitive range” or to recommend the Contract be awarded without discussion on the basis of the proposal submitted. The evaluation criteria will include the following:

1. **Proper Submission of Proposal.** The proposal must be submitted and received by the Decorah Community School District by (Noon) 12:00 P.M. Friday, April 29, 2016. It is the responsibility of the proposer to ensure proper and timely delivery of all required material. Faxed, e-mailed or late submissions will not be considered.
2. **Comprehensiveness of Scope of Services Provided.** The Decorah Community School District’s evaluation of the overall capabilities of the proposer to meet the required service levels described in this RFP.
3. **Overall Project Costs and Fees for Equipment Procurement.** The amount of the standard charges and overall proposed contract pricing will be a determining factor in award of the agreement.
4. **Service Enhancements.** The firm or organization’s efforts to understand the Decorah Community School District’s needs and goals.
5. **Other Factors.** Any other factors the Decorah Community School District believes would be in the best interest of the Board to consider, which were not previously described.

VI. Final Comments

The Decorah Community School District Board reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any minor irregularities and to request additional information from proposing firms or organizations. By requesting proposals, the Decorah Community School District is in no way obligated to award a contract or pay expenses of the proposing firms or organizations in connection with the preparation or submission of a proposal.

The Decorah Community School District's decision to award a contract will be based on many factors including but not limited to service, cost, equipment specifications, system design and innovation. No single factor, such as cost, will determine the final decision to award.

The successful Proposer will be required to secure and maintain appropriate insurance coverage acceptable to the Decorah Community School District. Proof of such coverage, in the form of a broker-issued certificate, must be received by the Decorah Community School District prior to the beginning contract date.

The Decorah Community School District Board truly appreciates the effort all the firms, organizations and proposers and their respective staffs have put forth in responding to the Core Network Equipment Request for Proposal for the Decorah Community School District.

The successful Proposer shall comply with all applicable laws, rules, regulations and policies in performing the work outlined in this proposal.

All proposals become the property of the Decorah Community School District and will not be returned to the Proposer. At the conclusion of the selection process, the contents of the bids will be placed in the public domain and be open for inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld upon the written request of Proposer.