

**INTERLOCAL AGREEMENT BETWEEN  
ROUND ROCK INDEPENDENT SCHOOL DISTRICT AND THE CITY OF  
ROUND ROCK FOR  
DARK FIBER INDEFEASIBLE RIGHT OF USE**

Terms:

1. "The Fiber System" means all fibers that are contained in the "District's Fiber Network" and the "City's Fiber Network" collectively.
2. "The City Fibers" are the dark fibers that are the subject of this IRU and are contained in the "District's Fiber Network" and identified in Exhibit "A," attached hereto and incorporated herein by reference for all purposes.
3. "The City's Fiber Network" consists of what is currently contained in the City's fiber optic communication system plus what is being constructed.
4. "The District Fibers" are the dark fibers that the City has or will grant to the District from "The City's Fiber Network" to be granted through an IRU.
5. "The District's Fiber Network" consists of what is currently contained in the District's fiber optic communication system plus what is or has been constructed as of the time the system has been turned over to the District.

This Interlocal Agreement setting forth Dark Fiber Indefeasible Right of Use (IRU) (this "Agreement") is made, as of the Effective Date (as hereafter defined), by and between Round Rock Independent School District (the "District"), and The City of Round Rock (the "City"), hereafter referred to individually as "Party" or together as "Parties." All fibers collectively, hereafter referred to as "The Fiber System."

As of the date of this IRU, the District has constructed or is constructing a fiber network (the "District's Fiber Network") to replace the communication system immediately prior to the District's Fiber Network. The City desires to acquire from the District, and the District desires to provide to the City, an exclusive, indefeasible right to use ("IRU") in the District's Fiber Network certain optical dark fibers (the "City Fibers") as hereafter depicted and generally described in Exhibit-"A," the City Fiber from District (Dark Green Path), for the consideration and upon the terms and conditions set forth below;

The District desires to acquire from the City, and the City desires to provide to the District, an exclusive, indefeasible right to use ("IRU") in the City's fiber network (existing and future newly constructed) certain optical dark fibers (the "District Fibers") as hereafter depicted and described in Exhibit-"A" (Blue Path) and in the form and under the terms and conditions as shown in Exhibit "B," attached hereto and incorporated herein by reference for all purposes, or as otherwise agreeable by the parties in writing in accordance with Section II hereof.

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

## **I. IRU from the District to the City:**

- (a) Effective with the City's Acceptance of the City Fibers and upon the City's payment of the IRU Payment and the City's agreement for an IRU from the City to the District as additional compensation, the District hereby licenses to the City an exclusive IRU in the City Fibers for the purposes described and subject to the terms and conditions set forth in this Agreement (the "City IRU").

## **II. Payment and Charges**

### **2.01 Payment Terms**

- (a) Subject to performance by the District of its construction obligations as described in Exhibit "C" District Construction Obligations, attached hereto and incorporated herein by reference for all purposes, and in addition to any other consideration provided for in this Agreement, the City agrees to pay to the District for the City IRU in the City Fibers, a non-recurring lump sum payment equal to **\$264,975.23** (the "IRU Payment") for the IRU term and agrees to grant to the District an IRU in the City's Fiber Network as shown in Exhibit "B;" or, in the alternative (the "Alternative"), the City's agreement to grant to the District an IRU in the City's Fiber Network under such terms and conditions as are agreeable to both parties not later than sixty (60) days ("Deadline") of the completion of the City's Fiber Network currently under construction.
- (b) The IRU Payment shall be paid by the City to the District as follows:
  - (1) One Time Payment of **\$264,975.23**, payable within sixty (60) days of District's performance as describe in section 2.01(a) of this IRU excluding the Alternative as described in subsection (a) section 2.01.
- (c) In the event that the parties elect the Alternative, failure to agree on acceptable terms and conditions for an IRU for the District's Fibers shall cause this IRU for the City's Fibers to expire or terminate under Section V of this Agreement.

### **2.02 Charges for Routine Maintenance and Preventive Maintenance**

- (a) The IRU Annual Maintenance Payment shall include routine maintenance including locates (and subscription to One-Call system), as required by the Texas Underground Facility Damage Prevention & Safety Act, Tex. Utilities Code § 251.001 et seq., or comparable, successor state requirements, for twenty (20) years or until this Agreement expires or is terminated, whichever is earlier from the date of delivery of the City IRU at an annual rate of **\$1,999.27** plus any additional rate hike that occurs over the life of the maintenance contract.
- (b) Preventative maintenance, when required, is the systematic inspection, detection, correction, and prevention of failures in the District's Fiber Network. The cost of such maintenance shall be divided in proportion to the number of fibers each Party has that require such preventive maintenance.

### **2.03 Charges for Relocations, Replacement, and Restoration**

- (a) In addition to the one-time IRU Payment and the IRU Annual Maintenance Payment, the City shall pay fifty (50%) of the District's Costs of performing

relocations, replacements, and restoration of the Fiber System that includes the City Fibers required by a 3<sup>rd</sup> party with legal authority to require relocation of any part of the Fiber System.

- (b) When there is a need for replacement or restoration of the District's Fiber Network the City will be notified in advance of the charges associated with any relocations, replacements and restoration.
- (c) If the District receives reimbursement for some or all of its costs for relocation, replacements and restoration for any entity other than the City, the District shall reduce the costs to the City proportionately when computing the City's 50% share of such costs. The District shall either reflect such reduction in its invoice or shall promptly refund such reduction when it receives such reimbursement.

#### 2.04 Additional Compensation

- (a) City agrees to provide District with an exclusive, indefeasible right to use ("IRU") in the City's fiber network of identified two (2) pair fiber on agreed routes as defined in the IRU agreement including access to two (2) pair fiber on the City's network for the duration of the contract term

### III. Required Rights

#### 3.01 Authorizations

- (a) Current fiber maintenance provider, hereafter referred to as "Grande Communications Networks" or such successor maintenance provider as the District in its sole determination may secure, shall obtain all rights, authorizations, consents, easements, leases, permits including permits for highway, railroad and waterway crossings and any necessary city, state, or federal permits or authorizations, such as environmental permits) and/or agreements.
  - (1) Necessary for and requisite to the construction, operation, maintenance, and repair of the Fiber System, including the City Fibers, along the route;
  - (2) To enable the District to license the IRU to the City hereunder and perform its obligations under this Agreement, and;
  - (3) Allow for the use and operation by the City of the City Fibers provided to The City under this Agreement;
- (b) The rights the District is required to obtain are referred to as "Required Rights." The District shall fully and faithfully perform, and cause to be performed, the obligations of the District under and pursuant to the Required Rights. The District shall maintain and renew or replace the Required Rights through the term of this Agreement. In the event title to the Fiber System or Required Rights is contested, or if any third party or government authority contests the property rights or the rights of the parties to use the Fiber System for any reason, the District shall proceed to take fiscally reasonable steps for the District to perfect title including, but not limited to, contesting the claims of any such third party or government authority.

- (c) In the event the District becomes insolvent or does not appropriate sufficient funding to obtain the Required Rights necessary for the City's use and operation of the City's Fibers or in the event the District's Board of Trustees determines under its responsibility for fiscal management of the District under Chapter 44 of the Texas Education Code or its successor that the District's in its sole discretion is otherwise unable to maintain these Required Rights, this shall cause this agreement to terminate, and be subject to Termination and Expiration provisions contained herein.
- (d) The District's obligation to maintain the Required Rights for the City Fibers shall end upon the termination or expiration of this Agreement.

#### **IV. Access and Use of The Fiber System**

##### **4.01 Access**

- (a) The City will access to two (2) pair of the City fiber at the identified locations in the Fiber System and agrees to grant to the District an IRU in the City's Fiber Network as shown in Exhibit "B;" or, in the alternative ("Alternative"), the City's agrees to grant to the District an IRU in the City's Fiber Network under such terms and conditions as are agreeable to both parties not later than sixty (60) days ("Deadline") upon the completion of the City's Fiber Network currently under construction. The cost of access to two (2) pair of the City Fiber by the City shall be at the City sole expense.
- (b) The District shall give prior notice to the City of scheduled maintenance as provided to the District.4.01 (c)
- (c) The City may use The City Fibers for any lawful telecommunications purpose. Neither party shall have the right to use the other party's fiber during the Term of this Agreement unless defined in an addendum for additional fiber pair access.

##### **4.2 Compliance with Law**

- (a) The City warrants that its use of the City Fibers and the Fiber System shall at all times comply in all material respects with applicable government codes, ordinances, laws, rules, regulations and restrictions and shall not have an adverse effect on the Fiber System or its use.

#### **V. Term and Expiration**

##### **5.01 Term**

- (a) The term of this Agreement shall commence upon the City's acceptance of the City's Fibers and the date of payment to the District of the one-time lump sum payment ("Term"). Unless terminated or expired earlier under the terms and conditions of this IRU ("Early Termination"), the Term of this IRU shall continue through the last anniversary date of such lump sum payment for a period of twenty (20) years or June 30, 2042, at 11:59 p.m., whichever is earlier, and subject to Grande Communications Networks' release of the District's self-provisioned fiber optic infrastructure to the District.

- (b) This Agreement shall terminate in the event that the Texas Commissioner of Education or the District's Board of Trustees ("Board") determines in its sole judgement and under the Board's responsibilities under Chapter 44 of the Texas Education Code or its successor law that the District is unable to sustain reasonable fiscal management in continuing to perform its obligations
- (c) In the event of an Early Termination of this Agreement in accordance with the terms and conditions hereof, the District shall refund to the City the pro rata portion of the IRU Payment attributable to the remaining unexpired portion of the Term.

#### 5.02 Expiration or Termination

- (a) Upon expiration of the Term or other termination of this Agreement, title and interest in and to the City Fibers shall automatically be terminated by the District to the City without further action required by the parties; provided, however, that:
  - (1) the District shall have no obligation to maintain or continue the Required Rights after expiration of the Term; but, upon request by the City, the District shall use reasonable efforts to assist the City in obtaining any additional rights necessary for the City's continued use of the City Fibers and the IRU System;

### **VI. Construction, Maintenance, Repair, and Relocation**

6.01 Except as otherwise provided in section 6.02(e), the District shall solely determine construction, maintenance, repair, and relocation decisions during the Term of the IRU.

#### 6.02 Maintenance

- (a) During the Term, Grande Communications Networks is expected to perform all required Maintenance identified on the Fiber System as described in District Fiber Maintenance Agreement attached as Exhibit "D," attached hereto and incorporated herein by reference.
- (b) The District may relocate all or any portion of the District's Fiber or any of the facilities used or required in providing the City with the City IRU:
  - (1) If a third party with legal authority to do so orders or threatens to order such relocation (e.g., through filing or threatening to file a condemnation suit);
  - (2) In order to comply with applicable laws;
  - (3) To prevent or abate interference with or interruption of the Fiber System, or an unreasonable risk thereof, due to the existence of physical conditions (e.g., erosion, etc.);
- (c) The District may elect in its reasonable business judgment to relocate the Fiber System. A relocation made solely for this reason shall be considered a "Voluntary Relocation." In the event the District desires to perform a Voluntary Relocation, the District shall provide the City with as much advance notice as reasonably possible, but in no event shall provide less than sixty (60) calendar days' prior notice of any such Voluntary Relocation. The District shall have the right to direct such Voluntary Relocation, including the right to determine the extent of, the timing of,

and methods to be used for such Voluntary Relocation, provided that any such relocation shall:

- (1) Be constructed and tested in accordance with the specifications and requirements set forth in this Agreement and applicable Exhibits;
  - (2) Shall not result in a materially adverse change to the operations or performance with the network of the City, and;
  - (3) Shall not unreasonably interrupt service on the City System;
  - (4) Relocation on the City property shall be subject to the City's approval.
- (d) In the event that Grande Communications Network is unable to or refuses to perform the required maintenance or in the event that Grande Communications Network, for any reason, does not perform the required maintenance under this Agreement for the full Term of the Agreement, the District may replace Grande Communications Network with another maintenance provider to perform the required maintenance under this IRU for the remainder of the Term.

#### 6.03 Supply and Maintenance of the City Equipment Excluded

- (a) The City acknowledges and agrees that the District is not supplying nor is the District obligated to supply to the City with any equipment including but not limited to, optronics or electronics or optical or electrical equipment or other facilities, such as but not limited to generators, batteries, air conditioners, fire protection and monitoring and testing equipment ("City Equipment"), all of which are the sole responsibility of the City. The City further acknowledges and agrees that the District responsible for performing any work other than as specified in this Agreement.

#### 6.05 Notice of Damage

- (a) The City shall promptly notify the District of any matters pertaining to any damage or impending damage to or loss of the use of the City Fiber Network that are known to it and that could reasonably be expected to adversely affect the Fiber System. The District shall promptly notify the City of any matters pertaining to any damage or impending damage to or loss of the City Fibers and/or the Fiber System that are known to it and that could reasonably be expected to adversely affect the City Fibers and/or the City's use thereof.

#### 6.06 Preventing Interference with Other Fibers

- (a) Neither the City nor the District shall use equipment, technologies, or methods of operation that interfere in any way with or adversely affect the Fiber System or the use of the Fiber System by the other party or third parties or their respective Fibers, equipment, or facilities associated therewith. Each party shall take all reasonable precautions to prevent damage to the Fiber System or to fibers used or owned by the other party or third parties.

## **VII. No Assignment**

An assignment (or other transfer) of this Agreement or a party's rights or obligations hereunder to any other party shall not be effective without the prior written consent of the non-assigning party.

## **VIII. Default**

A party shall not be in default under this Agreement unless and until the other party provides it written notice of a material default and the first party shall have failed to cure the same within thirty (30) calendar days after receipt of such notice; provided, however, that where a material default is not intentional and cannot reasonably be cured within such thirty (30) day period, if the first party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing. Any event of default may be waived at the non-defaulting party's option. Notwithstanding anything in this Agreement to the contrary, other than those controlled by the City, in the event the District's Required Rights in the City Fiber Network are terminated prior to the end of the Term or substantially impaired so as to render the City Fiber Network unusable to the City for thirty (30) consecutive days or more, exclusive of relocations, the District shall refund to the City the pro rata portion of the IRU Payment attributable to the remaining unexpired portion of the Term.

- (a) Upon any other failure of a party to timely cure any material default after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to any limitations of liability set forth herein:
- (1) Take such action, subject to all terms, conditions, restrictions and limitations of the Required Rights, as the non-defaulting party deems necessary and appropriate to remedy and cure the default at the expense of the defaulting party;
  - (2) As to any monetary obligation of the defaulting party, enforce payment thereof, including interest as provided herein together with reimbursement of reasonable attorneys' fees expended in the collection of the amounts due, and/or;
  - (3) Take any other action expressly authorized for such default pursuant to the terms of this Agreement.

## **IX. Force Majeure; Eminent Domain**

### **9.01 Excused Performance**

- (a) Neither the District nor the City shall be in default under this Agreement with respect to any delay in its performance (other than a failure to make payments when due) caused by any of the following conditions (each a "Force Majeure Event"):
- (1) Act of God, including but not limited to cold weather, snow, wind, lightning, hurricane, or tornado, fire, flood, material shortage or unavailability not resulting from the responsible party's failure to timely place orders or take other necessary actions therefore;

- (2) Government codes, ordinances, laws, rules, regulations, or restrictions;
- (3) War or civil disorder;
- (4) Prior to the Acceptance Date, inability to obtain any Required Rights from governmental or tribal entities provided that such inability is not due to the fault of the District, or;
- (5) Any other cause beyond the reasonable control of such party. The party claiming relief under this Article shall promptly notify the other party in writing of the existence of the Force Majeure Event relied on, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The party claiming relief under this Article shall exercise commercially reasonable efforts to minimize the time for any such delay.

## **X. Limitation of Liability**

### **11.01 GENERAL EXCLUSION OF CONSEQUENTIAL DAMAGES**

- (a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE SYSTEM, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **XI. Non-Disclosure and Confidentiality**

Each party is subject to Chapter 552 of the Texas Government Code with respect to the release of public information.

## **XII. Notices**

- (a) Notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, of the United States Postal Service or by nationally recognized courier to the persons whose names and business addresses appear below and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party.



**If to the District:**

The Superintendent or  
the Executive Director of Technology and Information Services or Successor  
Round Rock Independent School District  
7700 Cornerwood Drive  
Round Rock TX 78717

**If to the City:**

Laurie Hadley, City Manager  
City of Round Rock  
221 East Main Street  
Round Rock, TX 78664

**XIII. Relationship of Parties**

- (a) Nothing in this Agreement will be deemed or construed to create any relationship of principal and agent, partnership or joint venture between the parties.

**XIV. Governing Law**

- (a) This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Texas. Any action under this Agreement shall be brought in Williamson County, Texas.

**XV. Agreed To**

By the District Heather Gailey  
Round Rock Independent School District  
Dated 8/9/2022

By The City \_\_\_\_\_  
Craig Morgan, Mayor  
Dated \_\_\_\_\_

Leander

**District Fiber Network**

District Fiber Network / City Fibers

City Fiber Network

Cedar Park

Burns  
Creek

Burns  
Creek

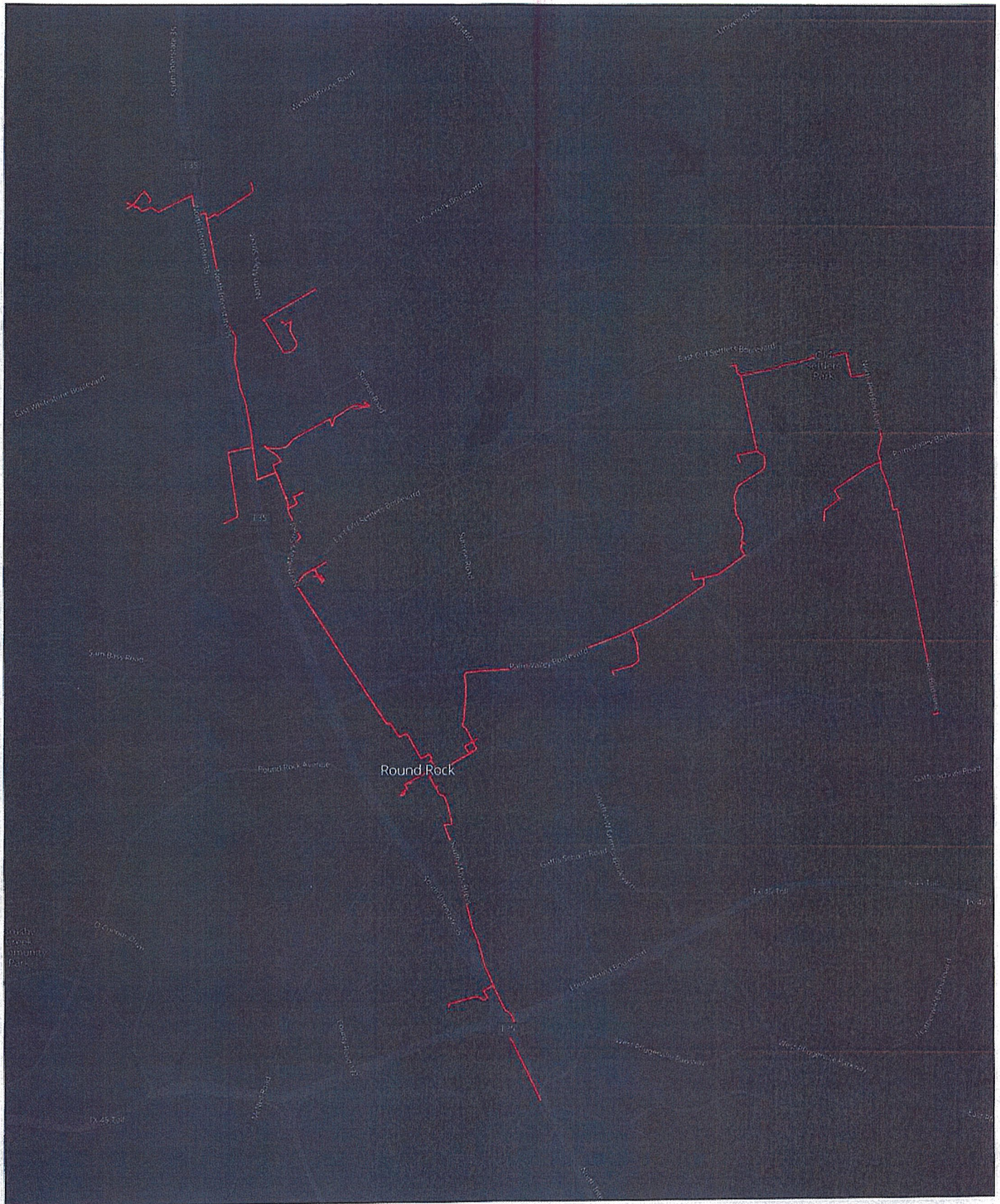
Anderson  
Mill

McNeil

Watts  
Branch

Jollyville

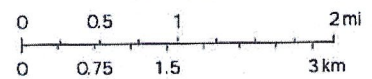
Pflugerville



8/3/2022

— City of Round Rock Fiber

1:50,000





**ROUND ROCK INDEPENDENT SCHOOL DISTRICT**  
Campus Dark or Lit Fiber Service  
Request for Proposal (RFP) Number 19-075

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#### **4.4. Self-Provisioned Fiber Solution**

##### **4.4.1. Self-Provisioned Fiber Proposal Requirements**

RRISD request a proposal for a Self-Provisioned Fiber Network that RRISD will own. The Self provisioned network will have the same network design requirements as the leased dark fiber solution to connect the all campuses to Super Ring Node Sites. The self-provisioned fiber proposal will be evaluated against the Lit and Dark Fiber based on the rules established by the FCC for Lit Verses Dark and Self Provisioned fiber services.

RRISD request a solution to connect all district sites to the District Fiber Backbone Network with two (2) dark fiber stands (1 Pair) will be allocated per campus on the sub ring. The fiber network will use diverse, non-collapsed routes when possible from a "East" Super Ring Node (LocA) to the campuses (LocB, LocC, LocD, LocE, etc.) within the geographical area that make up the sub ring to a West Super Ring Node (LocZ). It is expected that this will be the most cost-effective solution to meet the District's design requirements.

It is expected that a 48-count fiber solution will be the most cost effective to meet the district's needs allocating a pair of fiber on the sub ring per campus and then using the most cost-effective standard cable with the appropriate cable count.

Total cost of ownership is the highest weighted criteria for selection. RRISD will take into account the added cost to light the self-provisioned fiber solution of a proposed dark fiber solution verses a lit optical solution. RRISD will light the fiber with direct 10GBASE Optical Modules to a Layer 3 Router at each campus.

The fiber network will be in RRISD owned fiber cables with all required associated fiber construction components, the associated make-ready, and all associated easements and right-of-way agreements for RRISD.

The proposal will include all non-recurring costs (NRC) for installation, provisioning and allocation of existing fiber network and, as defined by E-rate 2.0 rules, any special construction cost for project management, design and engineering and construction of new network facilities required for the District dark fiber network solution.

The proposal will provide the cost of the maintenance and operations of the network as part of the agreement with yearly cost or a multi-year 10-year term cost for the full maintenance agreement term.

The Proposer shall provide all Fiber Optic cables, Pigtail assemblies, Outdoor Splice Cases and Trays, Handholes, Ducts, Locate Wire, Pull Boxes, and any other consumables and installation hardware necessary to construct and terminate the leased dark fiber network. In addition, the Proposer shall perform all Fusion Splicing, Indoor Fiber Terminations, Cable Testing, and Test Documentation. The Proposer shall provide interior Pull Boxes and EMT conduits to the Main Wiring Closet (MDF), if none are available, at each campus.

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The proposer shall provide comprehensive specifications for their proposed solution and special construction cost detailed as defined below

3. Route assessment, maps, ROW access and/or easement requirements.
4. Whether fiber will be buried, strung through conduit (existing or newly installed), and/or strung aerially on poles (existing or newly installed), and any associated terms and costs (e.g., pole attachment agreements imposing make-ready costs, trenching and/or boring costs).

**Notice for Special Construction Proposals**

All E-rate applications including special construction that includes fiber are subject to review and detailed questioning. Respondents for special construction should provide or be prepared to promptly provide the following information:

6. A map file of the proposed fiber route in KMZ or JSON format
7. The cost per foot of fiber
8. The cost per foot of fiber installation (splicing, pulling through conduit, hanging on poles)
9. The cost per foot of outside plant materials (conduit, handholes, aerial make ready materials)
10. The cost per foot of outside plant (trenching, handhole and marker installation, installation of aerial make-ready materials)

**4.4.2. Self-Provisioned Fiber Technical Specifications**

A solution will provide a pair of fiber for each campus on the sub ring using a standard count single mode fiber cable.

The proposed Self Provisioned Dark Fiber Network solution must provide a network design in which:

1. The Fiber Network will provide a dedicated fiber pair for each campus on the sub ring.
2. The Fiber Network design should be the most cost-effective solution to meet the District Design Requirement Objectives.
3. The fiber routes will be diverse and will not collapse at any point when available and cost effective in the overall design.

DESIGN REQUIREMENT	SERVICE OBJECTIVE
Capacity for WAN Connectivity to each campus	See Near and Long-Term targets per campus in Appendix.
Access to Service Points within the District	Internet Services located at the Tech Center and Stadium Data Center via the Super Ring DWDM network or direct connected.
Security	Not accessible to outside access.

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	Encryption available without degradation of network performance.
Reliability	Available to provide access to multiple Super Ring Nodes
Scalability	Scalable with both additional 10 Gb connections per campus as needed or with higher bandwidth services.
Sustainability	Cost effective solution to meet the design requirements over an extended evaluation time line.  Low maintenance and low upgrade cost.  Low operations cost.
Performance based on latency, jitter measurements and protocol support	Meets target technical specifications. Extends high performance of DWDM optical backbone network to extend support to the campuses.

4. Collapsed laterals for outlying campuses should be identified specifically.
5. The fiber termination in the site MDF will be in fiber distribution panels. The fiber should be industry standard OSP Single Mode Fiber. All fiber segments installed on the district property from the network splice point to the site MDF should be the standard on-premise OSP SMF fiber strand count for the provider or a minimum of 12 strands of SMF. The termination type should be the providers standard type termination but LC connectors are preferred by the district.
6. The fiber design and overall solution will support 10GBASE ethernet optical module connections at all remote locations with the ability to support 40 GbE without additional construction requirements.
7. The network design should provide connectivity from each campus to a East and West Super Ring Node Sites. If alternative sites are recommended as an additional Super Ring Node Site, the District will consider the recommendation based on available space, quality of power and building integrity and the additional cost to add a Super Ring Node Site on the backbone network.
8. Technical Specifications. This proposal is comprehensive and the service must be provided to all locations for an acceptable proposal.
9. The proposal should be provided by sub ring. The District will contract by sub ring.
10. Provide to RRISD, in advance of the start of the final agreement, written assurance acceptable to RRISD that RRISD shall have the right to own, use for any lawful purposes and maintain the Fiber Network within the Right-of-Way for so long as RRISD continues to use the Fiber Network. Written assurances shall include, without limitation, written agreements by the owners of the Right-of-Way which grant the right to RRISD to (a) allow the provider, for the benefit of RRISD, to construct, own, operate and maintain the Fiber Network in the Right-of-Way, and (b) to the extent permitted by the

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agreements between the owners of the Right-of-Way and the provider, allow RRISD to continue to have the right to construct, own, operate and maintain the Fiber Network within the Right-of-Way without regard to action or inaction by the provider, including default in the providers Agreement, default by the provider under any other agreement or obligation, assignment by the provider, cessation of business by the provider, bankruptcy or insolvency by the provider or any other occurrence or failure of action by the provider which could terminate or otherwise impact the right of the provider to continue use of the Right-of-Way for the Fiber Network for a period of time reasonably satisfactory to RRISD. The provider should be prepared to provide RRISD a copy of the Right-of- Way agreements prior to final award and within the Fiber Construction agreement.

11. In the event of any termination or default under the Right-of-Way agreements, and to the extent it is within provider's ability, RRISD shall have the continuing right to maintain its fiber optic system on the facilities as exist at the time of the termination or default of the Right-of-Way agreement.
12. RRISD request proposals for self-provisioned Fiber Network based on a sub ring design to serve the seven defined areas of RRISD based on the Super Ring Node locations. Each sub ring design and proposal should be independently designed and bid with the cost per the sub ring identified separately. The District has the right to award one, multiple, all or none of the sub rings.
13. Provide within the proposal to RRISD, the total cost for use of the Right-of-Way and facilities within the Right-of-Way (for example poles, messenger wires, pole attachments, ducts) for construction and operation of the Fiber Network.
14. Install the Fiber Network so that electronics necessary to make the Fiber Network operable may be supplied and installed by RRISD. The proposed solution should only be for the Fiber Network.
15. Provide testing and test results as portions of the Fiber Network are completed and delivered for use by RRISD. Upon completion of installation of any segment of the Fiber Network, the provider shall notify RRISD that that segment of the Fiber Network is ready for inspection and test.
16. The provider shall inspect and test the Fiber Network in accordance with the applicable manufacturer's installation manuals and Specifications. The proposal shall include the fiber manufacturer and the associated installation specifications for review and acceptance by RRISD.
17. Estimated Cable Performance of Proposed Solution. RRISD will evaluate the goods and services based on the estimated Link Power Budget of the proposed cable network. The Vendor will provide the estimated Operating Distances of each link. The Vendor will provide an Estimated Link Performance at 1310 nm and 1550 nm based on Splice Losses and two (2) termination connections with the minimum information and in a similar format listed in the table below:



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1310nm 1550nm

Originating	Destination	No	Cum.	Cum.	Cum.	
Campus	Frame	Fiber	Length	dB Loss	dB Loss	Structure
RRISD East #xx	FR-00287	45-46	9,879	4.99	2.58	SPHS#-5150
RRISD West #xx	FR-00211	61-62	19,087	3.81	3.69	MCHS#-5150

18. Proposal will include the providers warranties for material and workmanship of the Fiber Network. The warranty, the materials and the proposed workmanship will be evaluated as part of the quality of the goods and services provided within the proposal.
19. RRISD may reject any portion of the Fiber Network which contains defects in material or workmanship or that fails to meet the Specifications or providers warranties as provided within the proposal. Any rejected portion of the Fiber Network shall either be repaired to the satisfaction of RRISD to meet all Specifications or removed at the expense of the provider, including all transportation cost both to the site and from the site, promptly after notification of rejection.  
The provider shall bear all costs, inspection and risk of loss in connection with any portion of the Fiber Network rejected or prior to the completion of the Fiber Network. Payment by RRISD for any portion of the Fiber Network shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or discloses failure to meet the Specifications. Fiber testing must be performed prior to acceptance and test will be performed after all electronics are connected necessary to make the Fiber Network operable.
20. Provide a Maintenance Agreement (as described in Maintenance Requirements) of the School Network for a period of ten (10) years after the Completion Date with an additional ten (10) year maintenance agreement extension.
21. Upon the Completion Date, convey the Fiber Network to RRISD by bill of sale acceptable to RRISD and subject to no liens, encumbrances or obligations other than those approved in writing by RRISD. All risk of loss to the Fiber Network shall remain the providers until the completion of each Sub Ring.
22. No later than thirty (30) days after completion of the Fiber Network deliver to RRISD as built drawings of the Fiber Network in soft copy, in a KMZ file and in hard copy.
23. Provide insurance to RRISD in the amounts, types and from insurers as provided in Article 11 of the RRISD General Conditions. It is contemplated that certain types of insurance will be required during the Construction Period and other types of insurance will be required during the period of Maintenance. The provider should include all required insurances for construction.
24. Indemnify and hold harmless RRISD pursuant to the provisions of the RRISD General Conditions. In addition, the provider shall indemnify and hold harmless RRISD from any claim or cause of action that construction or use of the Network infringes on any patent,

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intellectual property right or other property right, except to the extent that RRISD has been determined to have been solely negligent in such infringement. It is the provider's obligation to indemnify and hold harmless RRISD shall include the obligation of the provider to pay to RRISD any reasonable attorney's fees and costs, and the reasonable cost of investigation of any claim or cause of action incurred by RRISD in connection with any such claim or cause of action.

25. Provide all permits or permissions necessary to install, operate and use for any lawful purpose the Fiber Network as intended by RRISD.
26. Provide a proposal that allows for expansion, reduction, change or modification of the Fiber Network.
27. The proposal shall provide a schedule of each sub ring cost with the component parts and prices at which RRISD may purchase with installation of each such component part to be provided by the provider. Upon termination of construction and the occurrence of the Completion Date, prices charged for the work shall be no higher than the provider's prices charged to similar owners for similar work within the State of Texas.
28. Conduit Access into Facilities. The service provider will provide the conduit and routing from the public right of way onto RRISD facility. The cable will terminate at the RRISD Main Communication closets. The Fiber Distribution panel equipment shall be wall mounted in the building designated MDF closet.
29. The provided connection must be tested to prove performance before it will be considered complete and usable.
30. Proposers should provide information on the age, type, and performance of the fiber they are proposing to Self-Provision, including a description of all applicable splice loss budgets compared to actual OTDR test results of each fiber strand in both directions.
31. Termination equipment needing to be rack mounted will be mountable in industry-standard racks. The proposal should include the dimensional and environmental requirements of equipment.
32. The Vendor should generate a GIS map(s) with the fiber optic cable identified.

#### 4.4.3. Self-Provisioned Fiber Maintenance Requirements

**Operations and Maintenance Practices:** Round Rock ISD will require on-going maintenance and operations of the fiber. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:

- Call before you dig locate services;
- Routine maintenance and inspection
- Scheduled maintenance windows and scheduling practices for planned outages
- Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring
- 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

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- What agreements are in place with applicable utilities and utility contractors for emergency restoration
- Repair of fiber breaks
- Replacement of damaged fiber
- Replacement of fiber which no longer meets specifications
- Policies for customer notification regarding maintenance

The Proposer must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The Proposer shall provide sufficient staff for peak and critical hours. The Proposer shall provide Round Rock ISD with a local and toll-free number or equivalent dedicated connection for trouble reporting.

The Proposer must respond to trouble reports within two (2) hour of notification. The Proposer must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within four (4) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

The provider shall provide full parts and labor maintenance for all common network equipment, on a ten (10) year contract basis. Maintenance shall be provided to RRISD twenty-four (24) hours a day, seven (7) days a week, including legal holidays for emergency service and 8:00 a.m. to 5:00 p.m., Monday to Friday maintenance for non-emergency service, excluding legal holidays, and shall include all services as required by the maintenance provisions of the Request, including the following services:

**1. Emergency Restoration Services**

[Emergency Service is defined as service necessary to restore operation of the School Network. Non-Emergency Service is defined as all of the service to the Network which is not as a result of failure of operation of the Fiber Network.] Emergency replacement and/or restoration of aerial cable plant, underground cable plant (if applicable), termination and/or splicing, and testing of damaged plant.

Twenty-four (24) hours a day, seven (7) days a week on call coverage.

Two (2) hour response time to all call-outs.

The provider will supply pictures and description of damage directly to the Districts.

**2. Routine/Preventative Maintenance**

Ongoing maintenance services of a routine nature for activities, which are not of an emergency nature but must be performed on an ongoing basis throughout the term of the contract. Routine/Preventative Maintenance calls shall be responded to within 72 hour response time.

Ongoing maintenance shall include, but not be limited to such activities pole change-outs, rotten pole replacements, relocation of pole lines due to road widening, weather related

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minor damage to pole-line plant, vandalism, etc.

Such ongoing maintenance activities may be scheduled within normal working hours, Monday through Friday.

Basic Maintenance does not include maintenance of the School Network's building laterals and entrances. The provider will perform additional maintenance of the Fiber Network's building laterals and entrances, if requested by RRISD, at an additional hourly rate of plus material costs. The proposal should include the cost for the additional hourly rate.

### 3. Fiber Cable Patrol

A Fiber Cable Patrol shall be provided with responsibilities of driving each ring of the Fiber Network in its entirety as scheduled by RRISD (once or twice per year). Such patrols shall make visual observations of each entire ring in order to observe, document and make recommendations for areas of the plant, which require routine or emergency maintenance activities such as those described above.

### 4. Other Terms and Conditions

All fiber maintenance activities shall comply with the Product Specifications, Specification of Work and all other requirements contained in this Agreement.

All workmanship and materials shall be warranted for a minimum of one year. The proposal should include the warranty for workmanship and materials.

### 5. Maintenance Escalation Procedure

The proposal will include a copy of an escalation procedure, which includes names, titles, responsibilities and 24-hour contact phone numbers. The provider shall provide a toll free telephone number for reporting of problems with RRISD's fiber facilities. Additionally, the provider shall provide an escalation list to be used by RRISD to escalate problems within organization when it is deemed that the provider's responsiveness to a reported problem has not been adequate or in accordance with the terms and conditions of the Request and this Agreement. Escalation shall be available to the senior levels of management with the organization.

#### 4.4.4. Self-Provisioned Fiber Implementation Requirements

The Proposer should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, that reflect the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope and cost. At a minimum the implementation plan must include the project approach, scope of work, work breakdown structure (WBS), Schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning and communication plans.

The Proposer will adhere to the implementation plan for deployment of services submitted as a requirement of this RFP.

## DEPLOYMENT STATUS REPORTS

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The Proposer's designated project manager will provide weekly progress reports of the status of any deployment schedule to Round Rock ISD's designated project manager. The weekly progress report must include identification of any issues affecting the deployment schedule, and include recommended resolution(s) to any identified barriers to network deployment.

During the project installation period, the Proposer's designated project manager shall host weekly conference calls with appropriate technical and project management personnel and Round Rock ISD's designated WAN deployment team.

### **PROJECT PLANNING AND MANAGEMENT**

Round Rock ISD acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Proposer's organizations and Round Rock ISD. The alignment will be part of the contract finalization. However, the Proposer will respond to this RFP assuming the following responsibilities.

### **Round Rock ISD MANAGEMENT STAFF**

Round Rock ISD management staff will:

9. Provide overall project direction and management.
10. Review and approve all project plans and deliverables.
11. Ensure that technical assistance and support are provided during the Proposer's implementation phases and ongoing upgrade design of this project.
12. Establish project management guidelines by meeting with the Proposer's project management team as needed.
13. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
14. Coordinate other resources as needed to support the implementation process.
15. Provide on-site assistance, as needed during the implementation phases of the project.
16. Assist the Proposer in identifying eligible participants in the network as well as establishing guidelines with the Proposer for ordering, moving, adding or changing services.

### **ROUND ROCK ISD TECHNICAL STAFF**

Round Rock ISD technical staff will:

1. Coordinate and administer the requirements of the network service(s) that are proposed.
2. Maintain toll free voice lines or equivalent dedicated connection from Round Rock ISD to Provider's operational facilities for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of

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contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.

3. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Proposer will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
4. Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to Round Rock ISD electronically in a format agreed upon by the Proposer and Round Rock ISD to allow for import into various computer programs.
5. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

If the Proposer intends to Subcontract any part of its performance hereunder, the Proposer must provide:

- e. name, address, and telephone number of the Subcontractor(s)
- f. specific tasks for each Subcontractor(s)
- g. percentage of performance hours intended for each Subcontract; and
- h. total percentage of Subcontractor(s) performance hours.

**4.4.5. Self-Provisioned Fiber Proposal Cost Requirements****4.4.5.1. Construction Cost**

Costs shall be all-inclusive for the construction of the Fiber Network. Any costs which are not eligible for E-rate discounts must be identified.

**4.4.5.2. Special Construction Cost**

E-rate discounts can be applied to special construction charges in the first year of the contract. It is expected that the total cost of the construction would be categorized as Special Construction. RRISD request the option for installment plan for Round Rock ISD'S non-discount share for annual payments over four years.

For the purposes of the E-rate Program, special construction charges are the upfront, non-recurring costs of deploying new fiber or upgraded facilities to E-rate eligible entities. Special construction consists of three components: Construction of network facilities; Design and engineering; and Project management.

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**4.4.5.3. Maintenance Cost**

The proposal will include a Maintenance Agreement Cost for the fiber network.

**4.4.5.4. Fiber Strand Quantity for Fiber Network Cost**

Round Rock ISD request the most cost-effective fiber strand count to meet the needs of the district. It is estimated that the standard cable strand count to meet the district's needs will be 48. The provider should show the cost of alternative cable counts for installation if they are more cost effective.

**4.4.5.5. Proposal Cost Tabulation**

The proposal cost will be tabulated based on all cost above for the 20-year evaluation PLUS the cost of the purchase, maintenance and operation to light the fiber. This total cost will be evaluated for the winning Self Provisioned Fiber Network and then compared to available Lit Fiber and Dark Fiber Proposals for the most cost-effective solution as required by E-rate rules.

**4.4.5.6. Proposal Cost and Billing**

The Proposer must comply with all applicable E-rate requirements for cost and associated billing.

**5. Award.** The District will use the best value method to determine the awarded Bidders. The evaluation criteria below indicate the points that are assigned for each section. The District will determine the score for each section on a scale starting with zero (0), with the best score being the assigned number, with a best possible score of 100. Best value means that the District will consider the Bidder's:

- Company References – Pass/Fail
- Company Past Experience/Performance – 5 points
- Technical Proposal (Goods & Services) – 40 points
- Knowledge & Skills – 10 points
- Cost – 45 points