

I.2 SCOPE OF WORK:

Centralized Internet Access (e-Rate Category 1)

The Library System is seeking proposals for a managed Internet Access service (via fiber) that provides a circuit and Internet access service from the vendor's point of presence back to the centralized data center at **Iron Mountain Data Center, 11680 Hayden Rd, Manassas, VA 20109**. All proposals for the 10G DIA circuit at Iron Mountain Data Center must connect directly to the Library's ISP router with fiber optics without the use of a network interface device. The County's preference is for the connection to be made with a standard single channel transceiver (a.k.a. grey optics) to the upstream router acting as the gateway device. The solution must include a /29 block of public IPv4 addresses. The Library System intends provide 10 Gbps Internet access to each library branch via County-owned dark fiber circuits. The Internet access service should be provided over 10 Gbps circuits that can be provisioned in 1 Gbps increments, or as recommended to meet the service expectations for each branch library.

Proposed solution must meet the service level agreements outline below. Pricing must be all-inclusive, including but not limited to: customer premise equipment, special construction, loop charges, port charges, and cross-connect charges.

I.2.1 Service Level Agreements (SLAs)

- a. **General.** This Exhibit sets forth the terms and conditions associated with the SLAs that the Vendor is obligated to meet or exceed with respect to Equipment, Managed Devices, and Managed Internet Service (MIS)/Network Services and the SLA Credit that shall be recognized to the County in the event Vendor fails to meet the SLAs during the applicable measurement period. ***All times referenced are in Eastern Time.***
- b. **Definition.** Network Availability is defined as the time during which the Network is fully functioning as specified below and normal business operations can be carried out with no data loss, downtime, or performance degradation. All performance criteria are to be measured on a per circuit and component basis– criteria is not to be aggregated and averaged for all circuits and Network components. All pre- scheduled Maintenance shall be performed between the period beginning Sunday 20:00 to 23:59 and or next day Monday 00:00 – 08:00, unless otherwise requested by the County and approved by Vendor.

c. **SLA Matrix for Voice and Data Network Availability.**

Type	# of Sites	SLA Availability Window (hours)	Monthly Available Minutes	Allowable Repair Window (minutes)	Minimum Availability	SLA Credit Factor (1st Outage)	SLA Credit Factor (2nd Outage)	SLA Credit Factor (3rd and subsequent Outage)
Site 1	1	8 AM - 8 PM 12x7x365	21,900	240	98.9%	100%	200%	300%

d. **SLA Credit.** The SLA Credit for each outage equals 25% of the Monthly Recurring Charge (MRC) for all services for Hub deployment, or a sum of site(s) impacted by the outage in a distributed deployment.

e. To the extent the County acquires Additional Equipment during the Term, then such Additional Equipment will have, for purposes of the SLA Credit formula, an MRC equal to the MRC for Maintenance on such Equipment that corresponds to the same model or similar model as set forth in this Agreement.

e. Issuance of SLA Credits. Vendor shall apply each SLA Credit as soon as reasonably possible, with such SLA Credit appearing no later than on the second bill following County approval of the SLA Credit.

I.2.2 Rules.

- a. **Allowable Repair Window.** For the first Outage in a month for a given MIS/Network Service, Managed Device, or Equipment and where Vendor completes the repair within the Allowable Repair Window, no SLA Credit shall apply.
- b. **Downstream Outages.** To the extent that any Outage causes an Outage of other MIS/Network Service, Managed Device, or Equipment, an SLA Credit shall apply to all such affected MIS/Network Services, Managed Devices, and Equipment.
- c. **Scheduled Maintenance.** Downtime associated with scheduled Maintenance is excluded. For Site Types 2, 3, and 4, scheduled Maintenance shall not be conducted during the SLA Availability Window, unless otherwise agreed to by County.
- d. Exceptions.
 - (1) Outages either at sites connected by County owned fiber or for MIS/Network Services not provided by Vendor are not subject to the SLA for MIS/Network Services if the Outage is determined to be attributable to such fiber or third party, unless such Outage is caused by Vendor or Vendor's Subcontractor.
 - (2) SLA Credits do not apply to Outages that are caused by the County.

- (3) SLAs will be suspended at Site Type 1 locations where the County does not provide access to the site for the technician as needed to complete the repair within the Allowable Repair Window.

e. SLA Availability Window.

- (1) **Type Site 1** - For MIS/Network Services and Equipment are to be available Sunday through Saturday during the corresponding hours listed for the "SLA Availability Window" above including holidays or closures for Vendor, County, or other applicable government entity as long as the County provides access to the Site.

Notwithstanding the foregoing, all MIS/Network Services and Equipment are to be provided to the County on a continuous, uninterrupted basis, including such time periods outside of any SLA Availability Window. The SLA Availability Window shall only be used for purposes of determining whether an Outage occurs during the hours listed and whether any corresponding SLA Credits are applicable for such Outage.

- (2) **Equipment Supporting Other Sites.** To the extent that any Equipment serves or supports, in whole or in part, any MIS/Network Service provided to, or Equipment installed at, a site other than its installation site, then the SLA Availability Window for such Equipment shall be the greater of the SLA Availability Window corresponding to the Site Type for its installation site or the site where the Equipment or MIS/Network Service it supports or serves is located.
- f. **Reports.** Reports generated in compliance with the requirements set forth in Attachments and Exhibits shall be used to determine whether Vendor has met applicable SLA.
- g. **Access.** In the event County does not provide Vendor timely access to any County facilities necessary for Vendor to repair and restore any MIS/Network Service, the Allowable Repair Window shall toll from the time Vendor is unable to access until such time that County makes such access available to Vendor.
- h. **Force Majeure Event.** In the event that any Outage is caused by a Force Majeure Event, then the SLA Credit Factors applicable to such Outage shall be the "SLA Credit Factor (1st Outage)" regardless of whether such Outage caused by the Force Majeure Event is the second, third, or subsequent Outage in a month.
- i. Definitions.
- (1) **"Allowable Repair Window"** is the time in minutes that Vendor is allowed for repairing and restoring any MIS/Network Service, Managed Device, or Equipment in a given month, but only for the first such Outage and only if Vendor has delivered a demonstrable action plan for repairing Outages for all MIS/Network Services and Equipment provided under this Agreement, and further provided that such demonstrable action plan has been accepted by the County prior to such Outage. Such repair and restoration must be completed within such number of minutes from the time the Outage occurs for Site.

- (2) "**Month**" means calendar month.
- (3) "**MRC**" means Monthly Recurring Charge.
- (4) "**Number of Sites**" is the actual number of sites at commencement of the Agreement. The number and site type designation may change from time to time throughout the Term based on actual deployments and configurations. Numbers and devices are to be adjusted for changes during the year annually on the anniversary of the Effective Date and recorded in the SOP.
- (5) "**OM**" means Outage Minutes.
- (6) "**OM Ratio**" equals OM divided by 43,800.
- (7) "**Outage**" occurs when a MIS/Network Service, Managed Device, or Equipment is out of Service and is continuous until such MIS/Network Service, Managed Device, or Equipment is repaired and restored to full operation.
- (8) "**Outage Minutes**" equals the total minutes a given MIS/Network Service, Managed Device, or Equipment is out of service for a given Outage.
- (9) "Site Type" "**Site Type 1**" means a County NOC site

I.2.3 On-site Maintenance/Service

- a. On-site Maintenance/service will be dispatched to a County's location within 4 business hours from the time a trouble has been validated by Vendor, and it has been determined that on-site Maintenance is necessary.
- b. This 4-hour business day or by "Open of next Business Day" response time is available 7 days/week, 12 hours/day, provided the location qualifies for this coverage.