

E-Rate Bid Evaluation Worksheet

Funding Year: 2019
 Billed Entity Name: Central Unified School District
 Project or Service: 204-18A.5 ISP
 # of Responders: 2

FRN: _____

Vendor Scoring

Selection Criteria	Weight*
Price (Eligible)	30%
Experience	25%
Accuracy of Bid Response	20%
Qualifications	15%
Service Level Agreement	10%
	0%
	100%

Overall Ranking

Comcast	
Raw Score**	Weighted Score***
1	0.30
1	0.25
1	0.20
2	0.30
2	0.20
	0.00

63

FCOE	
Raw Score	Weighted Score
2	0.60
2	0.50
2	0.40
2	0.30
2	0.20
	0.00

100

Vendor # 3	
Raw Score	Weighted Score
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00

0

Vendor # 4	
Raw Score	Weighted Score
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00

0

Vendor # 5	
Raw Score	Weighted Score
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00

0

Notes:
 * Percentage weights must add up to 100%. **Price is the heaviest weighted criteria**
 ** Evaluated on a "Ranking" scale: Lowest Ranking #=worst - Highest Ranking #=best
 *** Weight x Raw Score

Comments, if needed:
 At this time we have received two bid proposals for services requested. We believe the most cost effective choice would be to stay with the current service provider, FCOE.

Vendor Selected: FCOE

Approved By: _____
Signature

Print Name

Title

Date: 02/13/19

**Fresno County Office of Education
Information Systems & Technology
Raj Sra
1111 Van Ness Ave
Fresno, CA 93721
Phone: 559-265-3017 Fax: 559-497-3707
ERATE SPIN: 143014134**



Proposal for:

Central Unified School District

Project: ISP Services

RFP Number: 204-18A.5

Date: 1/28/2019

About FCOE

County offices of education are the intermediate level of the public education system in California. Fresno County Office of Education (FCOE) serves 32 school districts and more than 190,000 students. FCOE provides a full range of support programs and services. These include professional training and staff development, curriculum, business and finance support, health and pupil personnel services, technology support services as well as legislative and public policy leadership and advocacy at the local, state and federal level.

The Information Systems & Technology (IS&T) department at the Fresno County Office of Education provides technology services to FCOE and county school districts. We have a highly-qualified staff that specializes in providing technology design and support services specifically tailored for K12 school district needs including, network infrastructure support, server infrastructure support and software development services.

FCOE has a well-established data communications network spanning across Fresno County and is a K12 High Speed Network node site. We provide cost effective high-speed Internet access to our clients, primarily Fresno County school districts. FCOE has been an Internet Service Provider (ISP) since 1997 and we are currently providing ISP and network support services to over 30 school districts within Fresno County.

FCOE maintains a state of the art data center designed to help meet the demands of today's school districts including the need for high speed Internet access delivered to the class room. FCOE supports multiple data service connectivity options to provide Internet access. We currently work with leading area Telco circuit providers and support a variety of technologies including: T1, DS3, fiber, and microwave circuits. FCOE also maintains a private microwave network infrastructure that spans across Fresno County, providing Internet connectivity to multiple school districts.

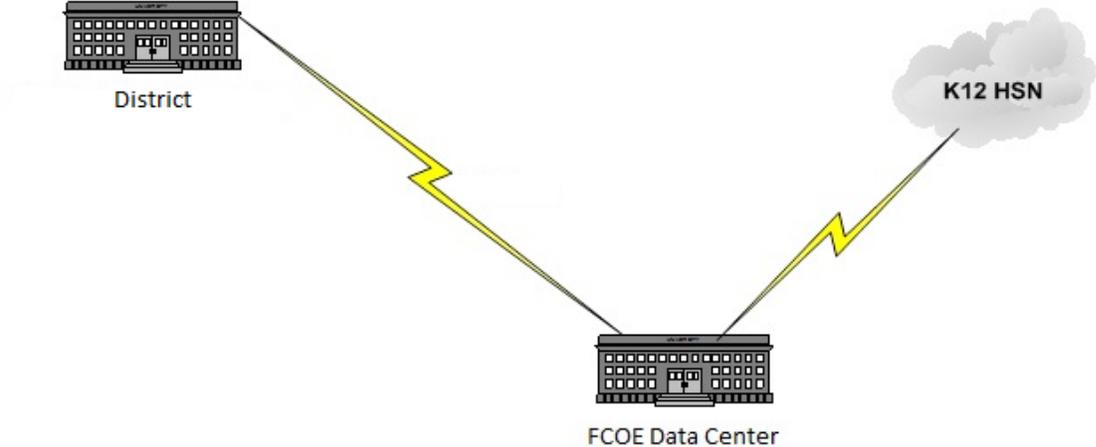
Since 1998, FCOE has been a registered E-Rate service provider. Our SPIN is 143014134. FCOE has filed a current E-rate Service Provider Annual Certification Form and is not currently under any "Red Light" restrictions from the FCC. We are well experienced with the E-Rate program and its billing process. Many school districts in Fresno County currently receive E-Rate discounts against Internet Access Service provided by FCOE.

Billing Process

FCOE follows an annual billing process for ISP services. Invoices are sent out annually in the month of February. If the 486 form has been received and acknowledged at the time of our billing, the approved discounts will be applied to the invoice. FCOE will invoice USAC directly for the remainder of the Funding Commitment amount. The entity will be directly billed the full contract amount if the 486 form has not been received and acknowledged at the time of our billing. The entity will then need to seek reimbursement directly from USAC through the BEAR 472 invoice form.

Implementation Plan

FCOE is well established ISP and a K12 High Speed Network node site. Internet Service will be provided from the FCOE network data center located at 1111 Van Ness Ave, Fresno, CA and/or from the FCOE secondary node site located at 2840 E Floradora Ave, Fresno, CA. Internet service will be provided from the FCOE data center to the district specified location over the district's data connection.



References

Project #1

Description of Project: ISP Services- 2Gbps
Customer: Kings Canyon Unified School District
Address: 675 W Manning Ave. Reedley, CA 93654
Phone Number: 559-305-7005

Contact Information

Name: Jerry Edmonds
Title: Technology Coordinator
Phone Number: 559-305-7040
Email: jedmonds@kcsd.com

Project #2

Description of Project: ISP Services- 10Gbps
Customer: Clovis Unified School District
Address: 1450 Herndon Ave. Clovis, CA 93611
Phone Number: 559-327-9000

Contact Information

Name: Raj Nagra
Title: Chief Technology Officer
Phone Number: 559-327-9614
Email: rajnagra@clovisusd.k12.ca.us

Project #3

Description of Project: ISP Services- 20Gbps
Customer: Fresno Unified School District
Address: 2309 Tulare Street, Fresno, CA 93721
Phone Number: 559-457-3868

Contact Information

Name: Kurt Madden
Title: Chief Technology Officer
Phone Number: 559-457-3868
Email: Kurt.Madden@fresnounified.org



INTERNET SERVICE AGREEMENT
("Agreement")

COVER PAGE

A. "District" and Address/Contact Information:	B. "FCSS" and Address/Contact Information:
Central Unified School District Attn: Andrew Alvarado 5652 W Gettysburg Ave Fresno, CA 93722	Fresno County Superintendent of Schools Attn: Administrator, Information Systems & Technology Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721-2000
C. "Contract Effective Date":	D. "Contract Termination Date":
July 1, 2019	June 30, 2022
E. "Contract Amount":	F. "Service Option" Selected – Select Prior to Execution (see Att. A)
See Art. 2 and Att. A	Option 10

This Agreement is entered into by and between FCSS and District as of the Contract Effective Date. FCSS and District are also referred to in this Agreement collectively as the "Parties" and individually as a "Party".

1. Contract Term & Extension/Renewal. This Agreement shall commence on the Contract Effective Date and shall continue in full force and effect thereafter until and including the Contract Termination Date ("Contract Term"), unless this Agreement is terminated during the Contract Term as provided in Article 3 of this Agreement. Where this Agreement terminates by expiration of the Contract Term, the Parties may mutually agree in an addendum executed by the Parties to renew this Agreement for a period of two (2) additional years at a time through June 30, 2024, not to exceed a total of five (5) contract years.

2. Agreement Documents. This Agreement contains and consists of this Cover Page, each Article that is listed below, and Attachment A:

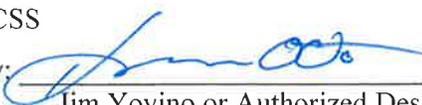
Article	Title
1	Scope of Services and Obligations
2	Payment
3	Termination of Agreement
4	[Intentionally Left Blank]
5	Indemnity and Defense
6	Dispute Resolution
7	General Provisions

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, the Parties, intending to be legally bound, agree as set forth in, and execute, this Agreement. Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this Agreement.

DISTRICT

By: _____
Print Name:
Title:

FCSS

By:  _____
Jim Yovino or Authorized Designee
Superintendent

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

Section 1.1 Recitals. FCSS provides Internet access and technology services to school districts in Fresno County. District is a school district in Fresno County and desires to enter into this Agreement with FCSS for FCSS to provide District with Internet access and support services as set forth in this Agreement.

Section 1.2 Duties and Obligations. The Parties' duties and obligations under this Agreement shall include those set forth below in this Section.

1.2.1 FCSS's Duties.

1.2.1.1 **Required Services.** FCSS shall provide to District the Internet access and technology services (collectively "Services") designated on the Cover Page and described in **Attachment A**. District may change to a different tier of Services and/or Mbps listed in Attachment A by communicating the change to FCSS in writing to the address listed on the Cover Page or by e-mail to support@fcoe.org. Upon FCSS' receipt of District's change request and completion of any upgrades or other services required to implement the requested change, FCSS will notify District of the date upon which the requested change will take effect.

1.2.1.2 **Additional Services.** From time to time during the Contract Term, FCSS may be required to perform services other than those set forth in this Agreement ("Additional Services") at the request of District and upon agreement by FCSS, or in order to provide Internet services to District due to District's failure to provide FCSS with timely or accurate information. If FCSS performs any Additional Services, such Additional Services shall be charged to District on a "time and material" basis utilizing FCSS' then-existing schedule of charges. Unless agreed in writing otherwise, District shall pay FCSS for any Additional Services within 30 days of receipt of FCSS' invoice.

1.2.1.3 **Limited Liability.** In the event that FCSS, as a result of its sole negligence, fails to properly provide Internet services to District, FCSS' liability shall be limited to reimbursing to District the proportionate cost, on a time basis only, for the Internet services that District failed to receive. District further understands, covenants, and agrees that FCSS' performance under this Agreement is conditioned on District's timely and accurate provision of data and information to FCSS. Any error, omission or other failure of performance by FCSS caused, in part or in whole, by District shall be the District's sole and exclusive responsibility.

1.2.2 District's Duties.

1.2.2.1 At all times during the Contract Term, District, including all users of District's Internet services, shall comply with all of FCSS' policies, including FCSS' Internet access and acceptable use policies, in effect at the time the District makes use of the Internet services.

1.2.2.2 District shall be responsible for all use, authorized or not, of District's Internet service account and District's passwords.

1.2.2.3 District understands and agrees that FCSS has the right, but not the obligation, to disable access to anyone accessing or using District's Internet services and/or suspend District's Internet services, including but not limited to District's storage of a website when, in FCSS's sole opinion, such action is necessary to (i) conform to any applicable laws, rules, or regulations or comply with legal process, (ii) protect and defend the rights or property of FCSS, (iii) protect the personal safety of any person, (iv) respond to a complaint that material has been posted or transmitted via District's Internet services in violation of copyright laws, or (v) ensure conformity with any of FCSS' applicable policies, regulations, and procedures. However, District remains solely responsible for the use of its Internet services and the content of any

websites maintained for District sites and District agrees that FCSS is not liable for any action FCSS takes or fails to take concerning material posted or transmitted via District's Internet services.

ARTICLE 2 PAYMENT. As full consideration and compensation for FCSS' performance of the Services, District shall pay to FCSS for each "Fiscal Year" (July 1 to June 30 of the succeeding calendar year) an amount ("Annual Payment Amount") based on the Service Option selected by District on the Cover Page and described on **Attachment A**, Schedule of Services and Rates, and as may be changed or modified pursuant to this Agreement. Attachment A is attached to and incorporated as part of this Agreement. FCSS will invoice District on or after March 1 of each Fiscal Year for Annual Payment Amount, which invoice shall be paid by District within 60 days.

ARTICLE 3 TERMINATION OF AGREEMENT.

Section 3.1 Grounds for Termination. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has provided the breaching Party with at least 30 days written notice before the effective termination date.

Section 3.2 Rights and Obligations Upon Termination. If this Agreement is terminated due to FCSS' material breach of one or more provisions of this Agreement, FCSS, upon such termination of this Agreement, shall be entitled to payment for all Services that FCSS provided before the effective date of termination of this Agreement. If this Agreement is terminated due to District's material breach of one or more provisions of this Agreement, FCSS, upon such a termination of this Agreement, shall be entitled to payment of the full Contract Amount within 30 days of the effective date of termination of this Agreement. If this Agreement is terminated due to FCSS' and District's material breach of one or more provisions of this Agreement, FCSS, upon such termination of this Agreement, shall be entitled to payment for all Services that FCSS provided before the effective date of termination of this Agreement.

Section 3.3 Force Majeure. The provisions in this Section shall apply if either Party is delayed or prevented from performing this Agreement by a Force Majeure Event, as that term is defined below. No Party shall be liable for any failure or delay in performing this Agreement if a Force Majeure Event caused the failure or delay, and such failure or delay is beyond the Party's control and which by the Party's exercise of due diligence could not reasonably have avoided the Force Majeure Event and such Force Majeure Event was not avoided. A "Force Majeure Event" shall mean events or circumstances beyond a Party's reasonable control and occurring without any fault or negligence of the Party, and which by the exercise of due diligence by the Party could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation. A Force Majeure Event shall not include events or circumstances that are within a Party's reasonable control or that occurs as a result of or arises from a Party's act or omission, which events or circumstances include, but are not limited to, failure by a Party and/or its subcontractors, suppliers, or agents to meet their legal or contractual obligations where no Force Majeure Event has occurred; disruption in services to a Party caused by one or more of the following: disputes with subcontractors, suppliers, or other agents or parties, or disputes between a Party and its employees.

ARTICLE 4 [INTENTIONALLY LEFT BLANK]

ARTICLE 5 INDEMNITY AND DEFENSE.

Section 5.1 Indemnity Obligations of District. To the fullest extent permitted by law, District shall defend, indemnify, and hold harmless FCSS and the Fresno County Board of Education, and their officers, employees, volunteers, students, and agents (collectively "FCSS and FCSS Personnel") from and against any claims, lawsuits, actions, and/or liability, whether actual or alleged, arising out of or relating to this Agreement, including but not limited to:

5.1.1 Use of the Internet/World Wide Web by District or anyone accessing the Internet via District's Internet connection.

- 5.1.2 The placement or transmission by District (or District's employees or students or anyone on District's behalf or accessing the Internet through District's Internet connection) of any message, information, software, or other materials on District's e-mail system or on the Internet/World Wide Web or on websites authorized by District, including but not limited to, messages, information, software, or other materials which contain:
- 5.1.1.1 Material which is or is likely to be unlawful, threatening, abusive, unethical, libelous, defamatory, pornographic, obscene or sexually explicit, or which contains illegal solicitations or tends to injure, intimidate, interfere with, oppress or threaten any person in the free exercise or enjoyment of any right or privilege granted under federal or state law because of the person's race, color, religion, ancestry, national origin, disability, gender, sexual orientation or perceived sexual orientation;
 - 5.1.1.2 Information constituting or encouraging conduct which would be considered a criminal offense, give rise to civil liability, or otherwise violate local, state, or federal law;
 - 5.1.1.3 A virus, cancelbot, Trojan horse, worm or other harmful component;
 - 5.1.1.4 Any Universal Resource Locator (URL) address or link to such an address which displays or transmits information described in this section;
 - 5.1.1.5 The submission or transmission of information which is protected by copyright or other proprietary rights without obtaining permission of the copyright owner or right holder; or
 - 5.1.1.6 The failure to display any required copyright, trademark, or other proprietary notices or acknowledgments.
- 5.1.3 All claims or actions for damages or other loss or liabilities due to FCSS' failure to properly provide Internet services to District.
- 5.1.4 All claims or actions relating to any documents, graphics, data, materials, text, and/or other items that District and/or its officers, employees, students, or agents use in connection with Internet services and connection provided to District under this Agreement or on District's website or District-sponsored websites.

Section 5.2 No Limitation by Insurance and Survival of Obligations. Neither the existence of any insurance coverage carried by District nor the minimum coverage limits with respect to any such coverage, shall be deemed to limit or restrict in any way District's obligation or liability under this Article. District shall be obligated under this Article and liable to the FCSS as provided under this Agreement to the fullest extent permitted by law without regard to whether District's insurance provides coverage for the obligation or liability. The obligations set forth in this Article shall survive the termination of this Agreement.

ARTICLE 6 DISPUTE RESOLUTION. The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the amount that is undisputed and due to FCSS; if a disputed amount is finally determined to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the final determination. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after complying with this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

Section 7.1 Entire Agreement, Conflicts, Execution, Amendment, and Waiver. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and any conflicts or inconsistencies in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, Required Documents marked as required on the Cover, any exhibit or attachment that is stated on the Cover, and any amendment entered into by the Parties in accordance

with this Section. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any covenant, term, or condition of this Agreement only by a writing executed by them.

Section 7.2 Interpretation, Applicable Laws and Time Zone, Venue, Severability, and Survival of Termination. This Agreement is to be interpreted according to its fair meaning and not strictly for or against any Party, and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

Section 7.3 Independent Contractor, Assignment, and Transfer. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an agency relationship, partnership, or joint venture between the Parties. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not be read or construed to prohibit FCSS from contracting with one or more third parties to provide all or a part of the Services.

Section 7.4 Notices. Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier services that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy thereof, not to include invoices and communications regarding normal implementation of this Agreement, by facsimile to:*** Lead Legal Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

Attachment A
To Agreement

SCHEDULE OF SERVICES AND RATES

1. **Rates and Service Option:** Services under this Agreement are provided to District based on the Option selected by District from the table below. District selects the Option indicated on the Cover Page and agrees to pay an Annual Payment Amount based on the monthly rate associated with the selected Option.

Internet Services Pricing			
Option	Bandwidth	Monthly Rate	Annual Rate
1	10Mbps	\$100	\$1,200
2	50Mbps	\$400	\$4,800
3	100Mbps	\$750	\$9,000
4	200Mbps	\$850	\$10,200
5	400Mbps	\$1,000	\$12,000
6	500Mbps	\$1,200	\$14,400
7	1Gbps	\$1,500	\$18,000
8	2Gbps	\$2,500	\$30,000
9	5Gbps	\$2,750	\$33,000
10	10Gbps	\$3,000	\$36,000
11	20Gbps	\$4,500	\$54,000

2. **Rates Subject to Change.** The above rates are subject to change by FCSS upon FCSS providing District with at least 90 days prior written notice (“Rate Notice”). Within 30 days of a Rate Notice, District may inform FCSS in writing of its desire to terminate this Agreement as of the date the change in the Rate Notice would take effect (“Rate Rejection Notice”) rather than accept the rate change. Within 30 days of a Rate Rejection Notice, FCSS may elect to either: (i) allow this Agreement to terminate as of the date the change in the Rate Notice would have taken effect, or (ii) inform the District in writing of FCSS’s rescission of the Rate Notice, in which case this Agreement shall continue at the then current rates.
3. **The Services to be Provided to District under this Agreement include the following:**

FCOENet Data Services includes:

- 3.1 Circuit status and utilization monitoring
- 3.2 Telco circuit trouble call management

4. **Service Level Agreement Objectives**

- 4.1 Network Availability- 99.9%
- 4.2 Packet Delivery Rate- 99.99%
- 4.3 802.1d & 802.1q QOS

- 4.4 Network Latency- 150ms one-way
- 4.5 Mean time to repair- 4 hours