



**Fresno Unified
School District**

**Fresno County Superintendent
of Schools**

Contract No. 21-18

Internet Service Provider

*4498 N. Brawley Avenue
Fresno, California 93722*

Contract No. 21-18

Notice to Proceed Date: **July 1, 2021**

Time of Completion: **June 30, 2025**

The Fresno Unified School District, Fresno County, California, hereinafter called the CLIENT, the DISTRICT, or the OWNER joins with

Fresno County Superintendent of Schools

a county office in the City of Fresno, Fresno County, California, hereinafter called BIDDER, the SUCCESSFUL BIDDER, or the CONTRACTOR, as the case may be, as party to this contract.

WITNESSETH

WHEREAS, it is the desire of the DISTRICT to perform all work for the **Internet Service Provider;**

WHEREAS, the CONTRACTOR, by virtue of expertise in his or her trade shall perform all work necessary and required to complete the work as bid;

NOW THEREFORE, the parties hereto, both OWNER and CONTRACTOR, have agreed by signature herein to all parts, provisions, and specifications of **Bid No. 21-18.**

**BID No. 21-18
INTERNET SERVICE PROVIDER**

Vendor Registration Form

E-MAIL BACK THIS SHEET ONLY

Attn: Edward Van Patten

Fresno Unified School District Bids and Proposals are available online. If you downloaded a Bid or Proposal without receiving an invitation, you are required to email the following information to the email address below so that you may be added to the PROVIDER list to receive addendums to this proposal.

If you have any questions, please email edward.vanpatten@fresnounified.org

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

INTERNET SERVICE PROVIDER
Bid No. 21-18

NOTICE TO BIDDERS

Notice is hereby given that Fresno Unified School District will receive sealed responses for **Bid No. 21-18, Internet Service Provider** for a five (5) year contract.

Interested BIDDERS must attend the **MANDATORY** Pre-Bid conference call at **1:00 PM PST** on **Tuesday, December 15, 2020**. This mandatory conference call will be held via Skype. Reservations for the Conference call may be made in writing by notifying Edward Van Patten at edward.vanpatten@fresnounified.org a minimum of 48 hours in advance. Only PROVIDERS that attended the re-bid conference will be eligible for award.

Bid responses will be received prior to **3:01 PM** on **Tuesday, January 12, 2021** in the Purchasing Department. Bid responses must be sealed, marked with the bid number and title, and returned to the Purchasing Department of Fresno Unified School District, 4498 N. Brawley Avenue, Fresno CA 93722. Bid responses received later than the designated time and date will not be accepted. Facsimile (FAX) or emailed copies of the bid response will not be allowed.

Award will be to the lowest responsive, responsible bidder based on 5-year total internet service cost.

Fresno Unified School District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularity in the bidding process.

Copies of the bid documents may be downloaded from the Fresno Unified Purchasing website <https://purchasing.fresnounified.org/bid-opportunities/>, click on the BID title, or obtained from the **Fresno Unified School District Purchasing Department 4498 N. Brawley, Fresno, CA, 93722**. Refer any questions to Edward Van Patten at (559) 457-3583.

Published date: December 1, 2020
December 8, 2020

A. BID INSTRUCTIONS

A. **Bid Instructions.** This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

B. **Report Fraud, Waste, or Abuse.** Call the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste, or abuse reporting form online at <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud, waste, or abuse reporting hotline is available to report alleged fraud, waste, or abuse in the District. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

C. **Pre-Bid Conference.** Interested BIDDERS must attend the **MANDATORY** Pre-Bid conference call at **1:00 PM PST** on **Tuesday, December 15, 2020**. This mandatory conference call will be held via Skype. Reservations for the Conference call may be made in writing by notifying Edward Van Patten at edward.vanpatten@fresnounified.org a minimum of 48 hours in advance. PROVIDERS interested in responding to this Bid must attend in order to have their bid accepted as responsive. Pre-bid conference questions must be submitted in writing to edward.vanpatten@fresnounified.org prior to 3:01 PM, December 10, 2020.

D. **Information Request(s).** In order to control information disseminated regarding this Bid, Bidders interested in submitting Bids are directed not to make personal contact with members of the governing Board, District Administration, or staff.

All questions regarding this Bid are to be addressed to the individual listed. Submit all questions **via email to edward.vanpatten@fresnounified.org**. Questions must be submitted by **Tuesday, December 22, 2020** to allow sufficient time for release of any final addendum prior to the bid closing date and time. The District will advise all Bidders of the questions and answers by addendum as deemed appropriate.

E. **Submittals.** Bid responses will be received prior to **3:01 PM** on **Tuesday, January 12, 2021** in the Purchasing Department, after which time the bids will be opened, read aloud, and reviewed for responsiveness. Envelopes containing a bid must be sealed, prominently marked with the bid number, bid title, bid opening time/date and name of BIDDER, and submitted to:

FRESNO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
4498 N. BRAWLEY AVENUE
FRESNO, CALIFORNIA 93722
Attn: Edward Van Patten

Facsimile (FAX) copies or email copies of the Bid will not be accepted for formal advertised bids.

F. **Tentative Schedule of Events.**

<u>BID Schedule of Events</u>	<u>Dates</u>
Bid Advertise & Release date	12/1/2020, 12/8/2020
Last day to Submit Questions for Pre-Bid	12/10/2020, 3:01 pm
MANDATORY Pre-proposal conference	12/15/2020, 1:00 pm
Last day to Submit Questions	12/22/2020
Last Addendum Issued (if needed)	12/29/2020
Bids Submissions Due	01/12/2021 prior to 3:01 pm
Anticipated Board Award Date	03/17/2021
Anticipated Internet Service provided	07/01/2021

G. **Prohibited Interests/Conflict of Interest.** BIDDER is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or PROVIDERS at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

By way of non-exclusive example relating to whether a financial interest is a "remote interest" or not:

- (1) If the date upon which BIDDER first started doing business with a DISTRICT Officer/Board Member (i.e., the date BIDDER first received goods or services supplied by the Board Member) was at least 5 years prior to Board Member's election or appointment, then the Board Member has a remote interest and BIDDER is not prohibited from submitting a bid on this Project.
- (2) If the date upon which BIDDER first started doing business with the Officer/Board Member (i.e., the date CONTRACTOR first received goods or services supplied by a Board Member) is less than five years before Board Member's election or appointment, then the Board Member has a prohibited conflict of interest and BIDDER cannot bid on this project.
- (3) The provision of a bid/quote to BIDDER over 5 years prior to Board Member's election or appointment, without the goods or services included in the bid actually being furnished to BIDDER, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

In accordance with Government Code section 1092, every contract made in violation of any of the provisions of Section 1090 may be avoided at the instance of any party except the Officer (Board Member) interested therein. No such contract may be avoided because of the interest of an Officer (Board Member) therein unless such contract is made in the official capacity of such Officer, or by the Board. In the event any such contract is avoided due to a violation of California Government Code section 1090, BIDDER shall receive no compensation and shall repay DISTRICT any compensation received by BIDDER hereunder. BIDDER shall not aid, abet, or knowingly participate in a violation of Government Code Section 1090, et seq.

H. **Withdraw of Bids.** Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to public Contract Code Sections 5100 et. seq.

I. **Exceptions.** All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

B. GENERAL TERMS AND CONDITIONS

A. **BIDS.** To receive consideration, BIDS shall be developed in accordance with the following terms:

1. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set sealed in the envelope provided with the bid. Unsigned bids will not be accepted.

2. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgement, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

3. **ACCEPTANCE OR REJECTION OF PROPOSALS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

4. **EXECUTION OF CONTRACT** – Unless otherwise specified, issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.

5. **DEFAULT BY CONTRACTOR** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due the bidder.

6. **COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from PROVIDER's operations under the contract. The PROVIDER shall secure and maintain in force during the term of this agreement a **comprehensive general liability and automobile policy** utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident with no annual aggregate limit. Property damage limits shall be \$500,000 per loss. **FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be named as an additional**

insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance. Insurance Accord shall state “*All operations resulting from informally or formally quoted projects*”. Failure to furnish such evidence and insurance, if required, may be considered default by the PROVIDER(s).

7. INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the District, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

B. MISCELLANEOUS PROVISIONS:

1. Assignment of Contracts – The successful PROVIDER shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

2. Binding Effect – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

3. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

4. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties.

5. Entire Agreement – This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in the Agreement. PROVIDER, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the BID.

6. Hold Harmless Clause – The successful PROVIDER agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it’s officers, agents, and employees may sustain or inure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the PROVIDER or PROVIDER’s agents, employees or subcontractor’s performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

7. **Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state, and federal law.

8. **Governing Law and Venue** – In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County.

9. **Permits and Licenses** – The successful PROVIDER(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

10. **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the PROVIDER agrees by his/her signature on the BID that he/she is an independent contractor and not an officer, employee or agent of the District.

11. **Anti-discrimination** – Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

12. **Early Termination** – Unless stated otherwise, this Agreement may be terminated by the District upon giving thirty (30) calendar days advance written notice of an intention to terminate.

13. **Termination for Cause and Convenience**. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the DISTRICT fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, DISTRICT will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the agreement upon sixty (60) days written notice. Upon such notice, the DISTRICT shall be released of its obligations to make all further installment payments to the PROVIDER.

14. **Fingerprinting** - All PROVIDERs must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within Fresno Unified School District must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that shall be returned with the submittal.

15. Bid Protest Procedures - This DISTRICT review procedure must be followed by any BIDDER who believes that a bid award recommendation is not consistent with DISTRICT regulations, the bid specifications, or in compliance with law:

- a. Protest on a bid must be filed in writing with the Executive Director of Purchasing within two working days after receipt of the bid summary and its recommendations are sent to the BIDDERS.
- b. Failure to file a timely bid protest shall constitute a BIDDER'S waiver of the right to have the bid award reviewed.
- c. The Executive Director of Purchasing will convene a meeting with the review requestor to attempt to resolve the problem.
- d. In the event the protest is not resolved, the protest will be referred to the Superintendent or his designee, normally the Chief Financial Officer.
- e. Should the protest not be resolved at this level, it shall be referred to the Board along with all documentation regarding the protest and the responses at each level.
- f. The Board will not act upon a protest until each of the proceeding steps has been exhausted.

C. CONFIDENTIAL INFORMATION:

1. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

D. SERVICE REQUIREMENTS

A. INTERNET ACCESS REQUIREMENTS

Term of Agreement. The District desires to enter into an agreement for Internet Service Provider network connection. The Agreement will be for a five (5) year term. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for services up to five (5) years. Pricing shall remain fixed for the entire duration of the Agreement. The anticipated duration of the Agreement will be July 1, 2021 through June 30, 2026.

Technical Requirements. The Internet Access connection must fully integrate with the District's existing wide area network configuration including existing address space, domains, and other pertinent configuration items. The ISP Services handoff to the District will be two (2) load-balanced 40 Gbps line speed single mode LC or equivalent connections through year 3. Beginning year 4, District will upgrade to two (2) load-balanced 100 Gbps line-speed single mode LC or equivalent connections. However, District reserves the right to upgrade at any time prior to start of year 4 at the proposed rate, upon mutual written agreement of both parties.

The District requires at least one data circuit from Fresno Unified School District's Ed Center to service provider and then through to CENIC and the Internet; and provide and/or use separate data circuit for separate path from Fresno Unified School District's Ed Center to separate service provider location and then through to CENIC and the Internet.

The Internet Access connection will:

1. Support, use, and fully integrate with the District's existing public address space and relevant IP protocols. The public address space shall address current needs and future growth.
2. Provide both primary and secondary DNS hosting if requested by the District.
3. Provide a seamless implementation cutover using professional project planning and coordination practices to reduce disruptions during the cutover.
4. Provide a web site for monitoring bandwidth utilization and status. Bandwidth utilization reports shall include peak, average, total usage on an hourly, daily, weekly and monthly basis as requested by the District.

Liquidated Damages. Provider must deliver Internet Access connection on July 1, 2021. The anticipated Board award is March 17, 2021. Liquidated damages will be assessed for each calendar day service is not provided to District beyond July 1, 2021 at \$250 per each calendar day.

B. SERVICE LEVEL REQUIREMENTS

Technical Support / Network Monitoring. Service Level must include 24-hour technical support and network monitoring of the circuits with dedicated points of contact for account management and service response. The Network Operations Center (NOC) and technical support engineers should be able to respond to service interruptions or performance issues on a 7-day x 24-hour basis

with the ability to perform remote diagnostics and an on-site restoration of services. The SLA should include a response time not to exceed 8-hours during non-normal business hours (6pm to 7am) for an incident and 2-hour response time during normal business hours (7am to 5pm). Resolution for damage to low voltage infrastructure shall be within 72 hours where feasible and within 24 hours for incidents related to network configuration.

Bandwidth Capacity. PROVIDER must have sufficient bandwidth capacity to ensure a high quality of Internet Access service to provide the line speed levels on a 7-day X 24-hour X 365-days basis throughout the term of the Contract.

Performance Penalty. Performance penalty will be assessed at a proportionate cost, on a time basis only, for the internet services that District fails to receive based from the contract pricing. The District reserves the right to request the Provider deliver a performance bond, acceptable to the District, in the amount of 100% of the yearly internet service fee. District will pay the fee for obtaining the Performance bond.

Invoicing. Billings must be consistent and accurate with proper and dependable bill cycles. Invoices shall be sent as hard copy printout, disc, CD, or by Internet as requested by the District. PROVIDER must be able to fully participate in the E-Rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-Rate) for the District's E-Rate funding commitment.

Bid 21-18
INTERNET SERVICE PROVIDER

SUBMITTAL CHECK LIST

The forms below shall be signed and submitted with Bids. Notwithstanding any provisions to the contrary, all Bids shall include the following completed documents/forms. Failure to submit the documents/forms may render the bid non-responsive.

- Agreement (will request signed copy from awarded vendor)
- E-Rate Supplemental Terms and Conditions Certification Form
- Pricing Form (Exhibit A)
- Non-collusion Declaration
- No Prohibited Interest/Conflicts of Interest Declaration
- Student Safety Declaration
- Iran Contracting Act Declaration
- Workers Compensation Form
- Prime Point of Contact
- Request for References
- Signed Addenda
- Evidence of FCC Green-Light Status

INTERNET SERVICE PROVIDER AGREEMENT

THIS AGREEMENT dated as of March 11, 2021 (“Effective Date”), is made and entered into by and between the Fresno Unified School District (“DISTRICT”), and the Fresno County Superintendent of Schools (“PROVIDER”). Internet Service shall begin on July 1, 2021 through June 30, 2026 (“Service Date”).

For the consideration stated below, DISTRICT and PROVIDER agree as follows:

1. The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for BID number 21-18, Notice to Bidders, Bid Instructions, General Terms and Conditions, Service Requirements, E-Rate Supplemental Terms and Conditions, Pricing Form (Exhibit A), Non-collusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Iran Contracting Act Certification Form, Contractor’s Certificate Regarding Workers Compensation, Prime Point of Contact, References, and all modifications, addenda, bulletins, and amendments.

2. PROVIDER was selected based on the “lowest accumulate five (5) year total cost to district” and passed all criteria elements set forth in the BID. The Internet Service shall be delivered in a manner in strict accordance with Federal Communications Commission (FCC) E-Rate regulations, the Contract Documents and all provisions of the complete Agreement as herein defined. The PROVIDER shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the PROVIDER shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents. Internet Service shall be provided in strict accordance with the Contract Documents.

3. Internet Service shall be provided for the entire “Service Date” period in accordance with Agreement to the Fresno Unified School District Ed Center for Internet Service districtwide. The Agreement will be for a five (5) year term identified herein as “Service Date”. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for services up to five (5) years. Pricing provided in Exhibit A shall remain fixed for the entire duration of the Agreement.

4. As full consideration for the faithful performance of the Agreement, DISTRICT shall pay to Provider, the rates offered in PROVIDER’s Pricing Form submitted with its BID and set forth on Exhibit A of the Agreement. Payment terms shall be Net 30 and invoiced monthly against issued purchase order(s) for internet access service satisfactorily provided. In the event any invoices do not match the monthly charge listed in the BID, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected.

5. Termination:

5.1 Early Termination. Unless stated otherwise, this Agreement may be terminated by the District upon giving thirty (30) calendar days advance written notice of an intention to terminate.

5.2 Termination for Cause and Convenience. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the DISTRICT fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, DISTRICT will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the agreement upon sixty (60) days written notice. Upon such notice, the DISTRICT shall be released of its obligations to make all further installment payments to the PROVIDER.

6. During the term of this Agreement, PROVIDER shall maintain policies of insurance as required by the Contract Documents.

7. PROVIDER shall maintain insurance in accordance with the Contract Documents. PROVIDER shall indemnify, hold harmless and defend DISTRICT, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from PROVIDER's work under this Agreement or in consequence of the use by DISTRICT of Internet Service supplied pursuant to this Agreement.

8. PROVIDER acknowledges that it is an independent contractor and not an employee, agent, or representative of DISTRICT. PROVIDER acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of PROVIDER'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

9. PROVIDER agrees to provide Internet service for the "Service Date" at the monthly rates stated in Exhibit A, Pricing Form. Service levels shall be provided as described below:

9.1 The Internet Access connection must fully integrate with the District's existing wide area network configuration including existing address space, domains, and other pertinent configuration items.

9.2 Through year 3, the ISP Services handoff to the District will be two (2) load-balanced 40 Gbps line speed single mode LC or equivalent connections.

9.3 Beginning year 4, District will upgrade to two (2) load-balanced 100 Gbps line-speed single mode LC or equivalent connections.

9.4 However, District reserves the right to upgrade at any time prior to start of year 4 at the proposed rate, upon mutual written agreement of both parties. District and Provider understands the differential cost for the upgrade prior to beginning of year 4 will be funded by the District and not an E-rate funding obligation.

10. Miscellaneous Provisions.

10.1 Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. PROVIDER shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. PROVIDER agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

10.2 Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

10.3 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

10.4 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business or by email if provided by District.

10.5 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the DISTRICT and PROVIDER and their respective successors and assigns.

10.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

10.7 Entire Agreement. The complete Agreement, as set forth in paragraph 1 herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

10.8 Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

11. PROVIDER acknowledges the service level requirements include:

11.1 The Internet Access connection will:

11.1.1 support, use, and fully integrate with the District's existing public address space and relevant IP protocols. The public address space shall address current needs and future growth.

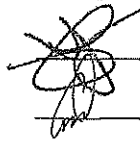
11.1.2 Provide both primary and secondary DNS hosting if requested by the District.

11.1.3 Provide a seamless implementation cutover using professional project planning and coordination practices to reduce disruptions during the cutover.

11.1.4 Provide a web site for monitoring bandwidth utilization and status. Bandwidth utilization reports shall include peak, average, total usage on an hourly, daily, weekly, and monthly basis as requested by the District.

11.2 Liquidated Damages. Provider must deliver Internet Service beginning on the "Service Date" identified herein the Agreement. Liquidated damages will be assessed for each calendar day service is not provided to District beyond the beginning of the "Service Date" at \$250 per each calendar day.

"Liquidated damages," is expressly understood and agreed to by the parties hereto:



Provider's Initials

District's Initials

11.3 Technical Support / Network Monitoring. Service Level must include 24-hour technical support and network monitoring of the circuits with dedicated points of contact for account management and service response. The Network Operations Center (NOC) and technical support engineers should be able to respond to service interruptions or performance issues on a 7-day x 24-hour basis with the ability to perform remote diagnostics and an on-site restoration of services. The SLA should include a response time not to exceed 8-hours during non-normal business hours (6pm to 7am) for an incident and 2-hour response time during normal business hours (7am to 5pm). Resolution for damage to low voltage infrastructure shall be within 72 hours where feasible and within 24 hours for incidents related to network configuration.

11.4 Bandwidth Capacity. PROVIDER must have sufficient bandwidth capacity to ensure a high quality of Internet Access service to provide the line speed levels on a 7-day X 24-hour X 365-days basis throughout the term of the Contract.

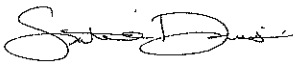
11.5 Performance Penalty. Performance penalty will be assessed at a proportionate cost, on a time basis only, for the internet services that District fails to receive based from the contract pricing. The District reserves the right to request the Provider deliver a performance bond, acceptable to the District, in the amount of 100% of the yearly internet service fee. District will pay the fee for obtaining the Performance bond.

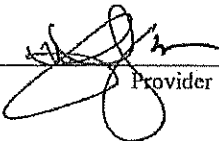
11.6 Invoicing. Billings must be consistent and accurate with proper and dependable bill cycles. Invoices shall be sent as hard copy printout, disc, CD, or by Internet as requested by the District. PROVIDER must be able to fully participate in the E-Rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-Rate) for the District's E-Rate funding commitment.

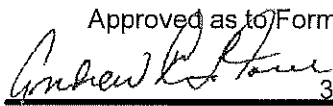
11.7 All invoices and statement shall read: DISTRICT, c/o Accounts Payable, 2309 Tulare Street, Fresno CA 93721. All invoices shall contain the F.U.S.D. purchase order number. Partial payments will not be made; all receipts must be accounted for and reconciled to PROVIDER's summary monthly billing.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

FRESNO UNIFIED SCHOOL DISTRICT

By 
Santino Danisi, Interim CFO


Provider
By Jim Yovino, Superintendent
[Title]

Approved as to Form

3/19/2021

BID #21-18
INTERNET SERVICE PROVIDER

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this BID.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts

in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the PROVIDER on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this BID shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

5) EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 ■, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 ■, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

6) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning

with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

7) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this BID for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

8) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this Bid, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of Fresno County Superintendent of Schools (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature:  Title: Superintendent

Phone Number: 559-265-3010 Email: jyovino@fcoe.org

Service Provider Name: Fresno County Superintendent of Schools

**BID #21-18
INTERNET SERVICE PROVIDER**

PRICING FORM (Exhibit A)

Pursuant to and in compliance with the contract documents, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the service requirements and other contract documents, proposes, and agrees to perform the contract within the time stipulated, including all applicable taxes, utility and transportation services necessary to perform the contract, including all addenda for the sum(s) indicated herein below.

Bandwidth (CIR)	Monthly ISP Cost	One Time Non-Recurring Cost	Total Yearly E-Rate Cost to District
Year 1: 40 Gbps x 2 load-balanced service connections	\$5,000		\$60,000
Year 2: 40 Gbps x 2 load-balanced service connections	\$5,000		\$60,000
Year 3: 40 Gbps x 2 load-balanced service connections	\$5,000		\$60,000
Year 4: 100 Gbps x 2 load-balanced service connections	\$8,000		\$96,000
Year 5: 100 Gbps x 2 load-balanced service connections	\$8,000		\$96,000

CUMMULATIVE TOTAL 5 YEAR COST TO DISTRICT: \$ 372,000.00

Bid Submitted by:

To be signed by authorized company agent.

Fresno County Superintendent of Schools
Name of Company

1111 Van Ness Ave
Address


Signature

Fresno CA 93721
City State Zip Code

Jim Yovino
Print Name

559-265-3010
Phone Number

Superintendent
Title

jyovino@fcoe.org
Email Address

94-6002210
Federal Tax ID #

143014134
SPIN #

BID #21-18
INTERNET SERVICE PROVIDER

NONCOLLUSION DECLARATION
Public Contract Code section 7106

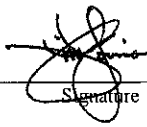
The undersigned declares:

I am the Jim Yovino/Superintendent [name/title] of Fresno County Superintendent of Schools [company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 21, 2021 [date], at Fresno [city], California [state].



Signature

Jim Yovino

Print Name

BID #21-18
INTERNET SERVICE PROVIDER

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned PROVIDER has reviewed and understands the Information to PROVIDERs, Prohibited Interests/Conflicts of Interest clause, and that PROVIDER has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between PROVIDER and the District, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate this clause of the Information to PROVIDERs and thereby preclude PROVIDER from contracting with the Fresno Unified School District. PROVIDER further understands that the provision of a bid/quote to PROVIDER over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to PROVIDER, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with the clause of the Information to PROVIDERs relating to Prohibited Interests/Conflicts of Interest, PROVIDER understands that if PROVIDER is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates the clause of the Information to PROVIDERs, Prohibited Interests/Conflicts of Interest, the contract between PROVIDER and Fresno Unified School District may be void, and in such event PROVIDER may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) PROVIDER has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the clause of the Information to PROVIDERs relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned PROVIDER, 2) I am authorized by PROVIDER to execute this form on PROVIDER's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: January 21, 2020 _____

Fresno County Superintendent of Schools

[Company Name]

Jim Yovino, Superintendent
[Name and Title of Provider's Representative]

[Signature]

STUDENT SAFETY DECLARATION
Education Code Section 45125.2
(TO BE EXECUTED BY AND SUBMITTED WITH BID)

I, Jim Yovino/Superintendent [name/title], declare as follows:

1. I am a representative of Fresno County Superintendent of Schools [company], and am authorized to make this declaration on its behalf;
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent, or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:
 - a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.
 - b. I have installed or will install a physical barrier at the worksite such that no employee, agent, or subcontractor will have more than limited contact with students.
 - c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I will **have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s), or subcontractor(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or subcontractors will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 21, 2021 at Fresno, California.

Fresno County Superintendent of Schools
Name of Contractor

By:  _____

IRAN CONTRACTING ACT CERTIFICATION

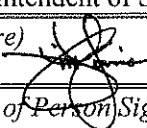
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts in accordance with Public Contract Code section 2205.

OPTION 1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

<i>Company Name/Financial Institution (Printed)</i> Fresno County Superintendent of Schools		<i>Federal ID Number (or n/a)</i> 94-6002210
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jim Yovino, Superintendent		
<i>Date Executed</i> January 21, 2021	<i>Executed in the County of</i> <u>Fresno</u> <i>in the State of</i> <u>California</u>	

OPTION 2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

BID #21-18
INTERNET SERVICE PROVIDER

CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

Labor Code Section 3700 Provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

Fresno County Superintendent of Schools
CONTRACTOR

By 

Jim Yovino
Type/Print Name

Superintendent
Title

January 21, 2021
Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

Bid #21-18
INTERNET SERVICE PROVIDER
REQUEST FOR REFERENCES

All Proposers shall submit with their proposal at least three (3) current clients of similar services provided in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your proposal being determined non-responsive.

- | | |
|--|--|
| <u>1. Kings Canyon Unified</u>
Owner/Company | <u>Jerry Edmonds</u>
Contact Person |
| <u>675 W Manning Ave</u>
Address | <u>559-305-7005</u>
Phone |
| <u>Reedley, CA 93654</u>
City, State, Zip | <u>7/1/19 - 6/30/22</u>
Contract Period |
| <u>Internet Service</u>
Services Provided, include Internet connection speed provided | |

- | | |
|--|--|
| <u>2. Clovis Unified</u>
Owner/Company | <u>Raj Nagra</u>
Contact Person |
| <u>1450 Herndon Ave</u>
Address | <u>559-327-9614</u>
Phone |
| <u>Clovis, CA 93611</u>
City, State, Zip | <u>7/1/18 - 6/30/23</u>
Contract Period |
| <u>Internet Service</u>
Services Provided, include Internet connection speed provided | |

- | | |
|--|--|
| <u>3. Central Unified</u>
Owner/Company | <u>Chris Martinez</u>
Contact Person |
| <u>5652 W Gettysburg Ave</u>
Address | <u>559-274-4700</u>
Phone |
| <u>Fresno, CA 93722</u>
City, State, Zip | <u>7/1/19 - 6/30/22</u>
Contract Period |
| <u>Internet Service</u>
Services Provided, include Internet connection speed provided | |



BOARD OF EDUCATION

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Valerie F. Davis, Clerk
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SUPERINTENDENT

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Preparing Career Ready Graduates

Purchasing Services

Edward Collins, Executive Director
4498 N. Brawley Ave. Fresno, CA 93722
Ph. (559) 457-3588 Fax (559) 457-6040

December 4, 2020

ADDENDUM No. 1
BID No. 21-18
INTERNET SERVICE PROVIDER

NOTICE TO ALL BIDDERS

This addendum is attached to and made a part of the above entitled specifications for Fresno Unified School District with a scheduled bid due date of **January 12, 2021 prior to 3:01 PM**. All changes and/or clarifications will appear in **bold** type and deletions will be struck out in revised sentences. Incorporate the following in your bid response.

I. REFERENCE: Page 1, NOTICE TO BIDDERS

Change: Revise bid proposals into two separate award sections.

Bid responses will be received prior to ~~3:01 PM~~ on Tuesday, January 12, 2021 in the Purchasing Department. **This bid consists of two (2) single distinct services to be awarded separately by section.** Bid responses must be sealed, marked with the bid number and title, **applicable section**, and returned to the Purchasing Department of Fresno Unified School District, 4498 N. Brawley Avenue, Fresno CA 93722. Bid responses received later than the designated time and date will not be accepted. Facsimile (FAX) or emailed copies of the bid response will not be allowed. **Each bid section will be opened and read aloud immediately following its designated due time below:**

Section A: Internet Access with Data Transport	Prior to 3:01 PM
Section B: Internet Access Only	Prior to 3:31 PM

Award will be to the lowest responsive, responsible bidder based on 5-year total internet service cost **per Section**. Each section will be awarded separately which may result in multiple vendors being awarded contracts. Bidders may bid either Section A, or Section B, or both Sections.

ADDENDUM No. 1 (continued)
BID No. 21-18
INTERNET SERVICE PROVIDER

II. REFERENCE: TABLE OF CONTENTS

Replace: Table of Contents revised to address 2 bid proposal sections

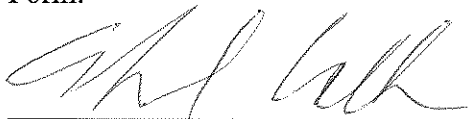
Replace Table of Contents with attached Table of Contents to incorporate Section A and Section B separate bid proposals.

III. REFERENCE: Page 10 – 30 ALL SECTIONS

Replace: Replace pages 10- 30 of bid documents.

Remove pages 10 – 30 of the bid documents and replace with Addendum No. 1 pages 10 – 50, consisting of Part C – Service Requirements, Submittal Checklist, Appendix 1 - Sections A and B forms. Replaced documents will effectively separate bid into two (2) single distinct services to be awarded separately by section.

Acknowledge receipt and understanding of this addendum in designated area of Proposal Signature Page Form.



Edward Collins, *Executive Director of Purchasing*

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C. SERVICE REQUIREMENTS

A. INTERNET ACCESS REQUIREMENTS

Term of Agreement. The District desires to enter into two separate agreements for Internet Service Provider network connections. The Agreements will be for a five (5) year term. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for services up to five (5) years. Pricing shall remain fixed for the entire duration of the Agreements. The anticipated duration of the Agreements will be July 1, 2021 through June 30, 2026.

Technical Requirements. Fresno Unified School District is seeking an aggregate, load balanced Internet Access solution of 80Gbps in years 1-3 increasing to 200Gbps in years 4 and 5. This will be achieved by utilizing two different paths of transport into the District's Ed Center where the total Internet Access will be shared by all eligible entities in the District. The two scenarios for which bids are being sought are described below. Section A and Section B will be bid separately, evaluated independently, and awarded to one or more service providers.

Section A: Scope of Services for Internet Access with Data Transport

The district requests Internet Access and Data Transport. Internet Access must integrate with District's existing public address space, domains, and other pertinent configuration items; provide primary and secondary DNS hosting if requested by District; and provide web site and/or API to monitor bandwidth and status. Internet Access handoff shall be from the District Ed Center to CENIC located at the 1111 Van Ness Ave. Fresno, CA 93271. Internet Access shall support 40Gbps CIR in year 1 through year 3 and 100Gbps CIR from year 4 through year 5.

Data Transport connecting the District Ed Center to CENIC at 1111 Van Ness Ave. Fresno, CA 93271 with single mode LC connection supporting 40Gbps transport speeds in year 1 through year 3 and 100Gbps from year 4 through year 5.

The District Ed Center is located at 2309 Tulare Street, Fresno, CA 93721.
The CENIC node is located at 1111 Van Ness Ave, Fresno, CA 93721.

Section B: Scope of Services for Internet Access ONLY

The district requests Internet Access using existing Data Transport. Internet Access shall support 40Gbps CIR in year 1 through year 3 and 100Gbps CIR from year 4 through year 5. Internet Access must integrate with District's existing public address space, domains, and other pertinent configuration items; provide primary and secondary DNS hosting if requested by District; and provide web site to monitor bandwidth and status. Internet Access handoff shall be from the District Ed Center to the CENIC node located at 1320 N. Mariposa St. Fresno, CA 93703.

This Internet Access service shall use existing Data Transport connecting the District Ed Center to the CENIC node at 1320 N. Mariposa St. Fresno, CA 93703.

The District Ed Center is located at 2309 Tulare Street, Fresno, CA 93721.
The CENIC node is located at 1320 N. Mariposa St., Fresno, California, 93703.

Liquidated Damages. Provider must deliver Internet Access connection on July 1, 2021. The anticipated Board award is March 17, 2021. Liquidated damages will be assessed for each calendar day service is not provided to District beyond July 1, 2021 at \$250 per each calendar day.

B. SERVICE LEVEL REQUIREMENTS

Technical Support / Network Monitoring. Service Level must include 24-hour technical support and network monitoring of the circuits with dedicated points of contact for account management and service response. The Network Operations Center (NOC) and technical support engineers should be able to respond to service interruptions or performance issues on a 7-day x 24-hour basis with the ability to perform remote diagnostics and an on-site restoration of services. The SLA should include a response time not to exceed 8-hours during non-normal business hours (6pm to 7am) for an incident and 2-hour response time during normal business hours (7am to 5pm). Resolution for damage to low voltage infrastructure shall be within 72 hours where feasible and within 24 hours for incidents related to network configuration.

Bandwidth Capacity. PROVIDER must have sufficient bandwidth capacity to ensure a high quality of Internet Access service to provide the line speed levels on a 7-day X 24-hour X 365-days basis throughout the term of the Contract.

Performance Penalty. Performance penalty will be assessed at a proportionate cost, on a time basis only, for the internet services that District fails to receive based from the contract pricing. The District reserves the right to request the Provider deliver a performance bond, acceptable to the District, in the amount of 100% of the yearly internet service fee. District will pay the fee for obtaining the Performance bond.

Invoicing. Billings must be consistent and accurate with proper and dependable bill cycles. Invoices shall be sent as hard copy printout, disc, CD, or by Internet as requested by the District. PROVIDER must be able to fully participate in the E-Rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-Rate) for the District's E-Rate funding commitment.

Bid 21-18 INTERNET SERVICE PROVIDER

SUBMITTAL CHECK LIST

The forms below shall be signed and submitted with Bids. Notwithstanding any provisions to the contrary, all Bids shall include the following completed documents/forms. Failure to submit the documents/forms may render the bid non-responsive.

APPENDIX 1 – BID DOCUMENTS/FORMS

SECTION A (submit forms below for each section):

- Agreement (will request signed copy from awarded vendor)
- E-Rate Supplemental Terms and Conditions Certification Form
- Pricing Form (Exhibit A)
- Non-collusion Declaration
- No Prohibited Interest/Conflicts of Interest Declaration
- Student Safety Declaration
- Iran Contracting Act Declaration
- Workers Compensation Form
- Prime Point of Contact
- Request for References
- Signed Addenda
- Evidence of FCC Green-Light Status

SECTION B (submit forms below for each section):

- Agreement (will request signed copy from awarded vendor)
- E-Rate Supplemental Terms and Conditions Certification Form
- Pricing Form (Exhibit A)
- Non-collusion Declaration
- No Prohibited Interest/Conflicts of Interest Declaration
- Student Safety Declaration
- Iran Contracting Act Declaration
- Workers Compensation Form
- Prime Point of Contact
- Request for References
- Signed Addenda
- Evidence of FCC Green-Light Status

FRESNO UNIFIED SCHOOL DISTRICT

Bid No. 21-18 / Sections A and B

**SEE APPENDIX “1”
FOR
BID SECTION “A”**

BID DOCUMENTS/FORMS

Bid Section A

SAMPLE AGREEMENT

THIS AGREEMENT dated as of _____, 2020 (“Effective Date”), is made and entered into by and between the Fresno Unified School District (“DISTRICT”), and _____ (“PROVIDER”). Internet Service shall begin on _____, 2021 through _____, 2026 (“Service Date”).

For the consideration stated below, DISTRICT and PROVIDER agree as follows:

1. The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for BID number 21-18, Notice to Bidders, Bid Instructions, General Terms and Conditions, Service Requirements, E-Rate Supplemental Terms and Conditions, Pricing Form (Exhibit A), Non-collusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Iran Contracting Act Certification Form, Contractor’s Certificate Regarding Workers Compensation, Prime Point of Contact, References, and all modifications, addenda, bulletins, and amendments.

2. PROVIDER was selected based on the “lowest accumulate five (5) year total cost to district” and passed all criteria elements set forth in the BID. The Internet Service shall be delivered in a manner in strict accordance with Federal Communications Commission (FCC) E-Rate regulations, the Contract Documents and all provisions of the complete Agreement as herein defined. The PROVIDER shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the PROVIDER shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents. Internet Service shall be provided in strict accordance with the Contract Documents.

3. Internet Service shall be provided for the entire “Service Date” period in accordance with Agreement to the Fresno Unified School District Ed Center for Internet Service districtwide. The Agreement will be for a five (5) year term identified herein as “Service Date”. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for services up to five (5) years. Pricing provided in Exhibit A shall remain fixed for the entire duration of the Agreement.

4. As full consideration for the faithful performance of the Agreement, DISTRICT shall pay to Provider, the rates offered in PROVIDER’s Pricing Form submitted with its BID and set forth on Exhibit A of the Agreement. Payment terms shall be Net 30 and invoiced monthly against issued purchase order(s) for internet access service satisfactorily provided. In the event any invoices do not match the monthly charge listed in the BID, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected.

5. Termination:

5.1 Early Termination. Unless stated otherwise, this Agreement may be terminated by the District upon giving thirty (30) calendar days advance written notice of an intention to terminate.

5.2 Termination for Cause and Convenience. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the DISTRICT fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, DISTRICT will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the agreement upon sixty (60) days written notice. Upon such notice, the DISTRICT shall be released of its obligations to make all further installment payments to the PROVIDER.

6. During the term of this Agreement, PROVIDER shall maintain policies of insurance as required by the Contract Documents.

7. PROVIDER shall maintain insurance in accordance with the Contract Documents. PROVIDER shall indemnify, hold harmless and defend DISTRICT, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from PROVIDER's work under this Agreement or in consequence of the use by DISTRICT of Fresh Produce supplied pursuant to this Agreement.

8. PROVIDER acknowledges that it is an independent contractor and not an employee, agent, or representative of DISTRICT. PROVIDER acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of PROVIDER'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

9. PROVIDER agrees to provide Internet service for the "Service Date" at the monthly rates stated in Exhibit A, Pricing Form. Service levels shall be provided as described below:

9.1 The Internet Access connection must fully integrate with the District's existing wide area network configuration including existing address space, domains, and other pertinent configuration items.

9.2 Through year 3, the ISP Services handoff to the District will be two (2) load-balanced 40 Gbps line speed single mode LC or equivalent connections.

9.3 Beginning year 4, District will upgrade to two (2) load-balanced 100 Gbps line-speed single mode LC or equivalent connections.

9.4 However, District reserves the right to upgrade at any time prior to start of year 4 at the proposed rate, upon mutual written agreement of both parties. District and Provider understands the differential cost for the upgrade prior to beginning of year 4 will be funded by the District and not an E-rate funding obligation.

10. Miscellaneous Provisions.

10.1 Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. PROVIDER shall comply with all

applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. PROVIDER agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

10.2 Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

10.3 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

10.4 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business or by email if provided by District.

10.5 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the DISTRICT and PROVIDER and their respective successors and assigns.

10.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

10.7 Entire Agreement. The complete Agreement, as set forth in paragraph 1 herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

10.8 Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

11. PROVIDER acknowledges the service level requirements include:

11.1 The Internet Access connection will:

11.1.1 support, use, and fully integrate with the District's existing public address space and relevant IP protocols. The public address space shall address current needs and future growth.

11.1.2 Provide both primary and secondary DNS hosting if requested by the District.

11.1.3 Provide a seamless implementation cutover using professional project planning and coordination practices to reduce disruptions during the cutover.

11.1.4 Provide a web site for monitoring bandwidth utilization and status. Bandwidth utilization reports shall include peak, average, total usage on an hourly, daily, weekly and monthly basis as requested by the District.

11.2 Liquidated Damages. Provider must deliver Internet Service beginning on the "Service Date" identified herein the Agreement. Liquidated damages will be assessed for each calendar day service is not provided to District beyond the beginning of the "Service Date" at \$250 per each calendar day.

"Liquidated damages," is expressly understood and agreed to by the parties hereto:

_____ **Provider's Initials**

_____ **District's Initials**

11.3 Technical Support / Network Monitoring. Service Level must include 24-hour technical support and network monitoring of the circuits with dedicated points of contact for account management and service response. The Network Operations Center (NOC) and technical support engineers should be able to respond to service interruptions or performance issues on a 7-day x 24-hour basis with the ability to perform remote diagnostics and an on-site restoration of services. The SLA should include a response time not to exceed 8-hours during non-normal business hours (6pm to 7am) for an incident and 2-hour response time during normal business hours (7am to 5pm). Resolution for damage to low voltage infrastructure shall be within 72 hours where feasible and within 24 hours for incidents related to network configuration.

11.4 Bandwidth Capacity. PROVIDER must have sufficient bandwidth capacity to ensure a high quality of Internet Access service to provide the line speed levels on a 7-day X 24-hour X 365-days basis throughout the term of the Contract.

11.5 Performance Penalty. Performance penalty will be assessed at a proportionate cost, on a time basis only, for the internet services that District fails to receive based from the contract pricing. The District reserves the right to request the Provider deliver a performance bond, acceptable to the District, in the amount of 100% of the yearly internet service fee. District will pay the fee for obtaining the Performance bond.

11.6 Invoicing. Billings must be consistent and accurate with proper and dependable bill cycles. Invoices shall be sent as hard copy printout, disc, CD, or by Internet as requested by the District. PROVIDER must be able to fully participate in the E-Rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-Rate) for the District's E-Rate funding commitment.

11.7 All invoices and statement shall read: DISTRICT, Food Services Account, c/o Accounts payable, 2309 Tulare Street, Fresno CA 93721. All invoices shall contain the F.U.S.D. purchase order number. Partial payments will not be made; all receipts must be accounted for and reconciled to PROVIDER's summary monthly billing.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

FRESNO UNIFIED SCHOOL DISTRICT

Provider

By _____
Santino Danisi, Interim CFO

By _____
[Title]

Bid Section A

BID #21-18 INTERNET SERVICE PROVIDER

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this BID.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected

timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the PROVIDER on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

- b. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- c. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- d. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services


The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this BID shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

5) EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).


The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

6) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning

with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

7) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this BID for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

8) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this Bid, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Bid Section A

BID #21-18 INTERNET SERVICE PROVIDER

NONCOLLUSION DECLARATION

Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title] of
_____ [company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at
_____ [city], _____ [state].

Signature

Print Name

Bid Section A

BID #21-18

INTERNET SERVICE PROVIDER

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned PROVIDER has reviewed and understands the Information to PROVIDERs, Prohibited Interests/Conflicts of Interest clause, and that PROVIDER has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between PROVIDER and the District, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate this clause of the Information to PROVIDERs and thereby preclude PROVIDER from contracting with the Fresno Unified School District. PROVIDER further understands that the provision of a bid/quote to PROVIDER over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to PROVIDER, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with the clause of the Information to PROVIDERs relating to Prohibited Interests/Conflicts of Interest, PROVIDER understands that if PROVIDER is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates the clause of the Information to PROVIDERs, Prohibited Interests/Conflicts of Interest, the contract between PROVIDER and Fresno Unified School District may be void, and in such event PROVIDER may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) PROVIDER has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the clause of the Information to PROVIDERs relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned PROVIDER, 2) I am authorized by PROVIDER to execute this form on PROVIDER's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____, 2020 _____
[Company Name]

[Name and Title of Provider's Representative]

[Signature]

Bid Section A

STUDENT SAFETY DECLARATION Education Code Section 45125.2 (TO BE EXECUTED BY AND SUBMITTED WITH BID)

I, _____ [name/title], declare as follows:

1. I am a representative of _____ [company], and am authorized to make this declaration on its behalf;
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent, or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:
 - a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.
 - b. I have installed or will install a physical barrier at the worksite such that no employee, agent, or subcontractor will have more than limited contact with students.
 - c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I will **have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s), or subcontractor(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or subcontractors will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____ [month/year], _____ [day], at _____ [city], California.

Name of Contractor

By: _____

Bid Section A

IRAN CONTRACTING ACT CERTIFICATION Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts in accordance with Public Contract Code section 2205.

OPTION 1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

<i>Company Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

OPTION 2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Bid Section A

BID #21-18 INTERNET SERVICE PROVIDER

CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

Labor Code Section 3700 Provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR

By

Type/Print Name

Title

Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

Bid Section A

Bid #21-18 INTERNET SERVICE PROVIDER

PRIME POINT OF CONTACT

Name of Company

Address

Signature

City State Zip Code

Print Name

Phone Number

Title

Email Address

FRESNO UNIFIED SCHOOL DISTRICT

Bid No. 21-18 / Sections A and B

**SEE APPENDIX “1”
FOR
BID SECTION “B”**

BID DOCUMENTS/FORMS

Bid Section B

SAMPLE AGREEMENT

THIS AGREEMENT dated as of _____, 2020 (“Effective Date”), is made and entered into by and between the Fresno Unified School District (“DISTRICT”), and _____ (“PROVIDER”). Internet Service shall begin on _____, 2021 through _____, 2026 (“Service Date”).

For the consideration stated below, DISTRICT and PROVIDER agree as follows:

12. The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for BID number 21-18, Notice to Bidders, Bid Instructions, General Terms and Conditions, Service Requirements, E-Rate Supplemental Terms and Conditions, Pricing Form (Exhibit A), Non-collusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Iran Contracting Act Certification Form, Contractor’s Certificate Regarding Workers Compensation, Prime Point of Contact, References, and all modifications, addenda, bulletins, and amendments.

13. PROVIDER was selected based on the “lowest accumulate five (5) year total cost to district” and passed all criteria elements set forth in the BID. The Internet Service shall be delivered in a manner in strict accordance with Federal Communications Commission (FCC) E-Rate regulations, the Contract Documents and all provisions of the complete Agreement as herein defined. The PROVIDER shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the PROVIDER shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents. Internet Service shall be provided in strict accordance with the Contract Documents.

14. Internet Service shall be provided for the entire “Service Date” period in accordance with Agreement to the Fresno Unified School District Ed Center for Internet Service districtwide. The Agreement will be for a five (5) year term identified herein as “Service Date”. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for services up to five (5) years. Pricing provided in Exhibit A shall remain fixed for the entire duration of the Agreement.

15. As full consideration for the faithful performance of the Agreement, DISTRICT shall pay to Provider, the rates offered in PROVIDER’s Pricing Form submitted with its BID and set forth on Exhibit A of the Agreement. Payment terms shall be Net 30 and invoiced monthly against issued purchase order(s) for internet access service satisfactorily provided. In the event any invoices do not match the monthly charge listed in the BID, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected.

16. Termination:

5.3 Early Termination. Unless stated otherwise, this Agreement may be terminated by the District upon giving thirty (30) calendar days advance written notice of an intention to terminate.

5.4 Termination for Cause and Convenience. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the DISTRICT fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, DISTRICT will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the agreement upon sixty (60) days written notice. Upon such notice, the DISTRICT shall be released of its obligations to make all further installment payments to the PROVIDER.

17. During the term of this Agreement, PROVIDER shall maintain policies of insurance as required by the Contract Documents.

18. PROVIDER shall maintain insurance in accordance with the Contract Documents. PROVIDER shall indemnify, hold harmless and defend DISTRICT, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from PROVIDER's work under this Agreement or in consequence of the use by DISTRICT of Fresh Produce supplied pursuant to this Agreement.

19. PROVIDER acknowledges that it is an independent contractor and not an employee, agent, or representative of DISTRICT. PROVIDER acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of PROVIDER'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

20. PROVIDER agrees to provide Internet service for the "Service Date" at the monthly rates stated in Exhibit A, Pricing Form. Service levels shall be provided as described below:

9.1 The Internet Access connection must fully integrate with the District's existing wide area network configuration including existing address space, domains, and other pertinent configuration items.

9.2 Through year 3, the ISP Services handoff to the District will be two (2) load-balanced 40 Gbps line speed single mode LC or equivalent connections.

9.3 Beginning year 4, District will upgrade to two (2) load-balanced 100 Gbps line-speed single mode LC or equivalent connections.

9.4 However, District reserves the right to upgrade at any time prior to start of year 4 at the proposed rate, upon mutual written agreement of both parties. District and Provider understands the differential cost for the upgrade prior to beginning of year 4 will be funded by the District and not an E-rate funding obligation.

21. Miscellaneous Provisions.

10.1 Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. PROVIDER shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. PROVIDER agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

10.2 Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

10.3 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

10.4 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business or by email if provided by District.

10.5 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the DISTRICT and PROVIDER and their respective successors and assigns.

10.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

10.7 Entire Agreement. The complete Agreement, as set forth in paragraph 1 herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

10.8 Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

22. PROVIDER acknowledges the service level requirements include:

11.8 The Internet Access connection will:

11.8.1 support, use, and fully integrate with the District's existing public address space and relevant IP protocols. The public address space shall address current needs and future growth.

11.8.2 Provide both primary and secondary DNS hosting if requested by the District.

11.8.3 Provide a seamless implementation cutover using professional project planning and coordination practices to reduce disruptions during the cutover.

11.8.4 Provide a web site for monitoring bandwidth utilization and status. Bandwidth utilization reports shall include peak, average, total usage on an hourly, daily, weekly and monthly basis as requested by the District.

11.9 Liquidated Damages. Provider must deliver Internet Service beginning on the "Service Date" identified herein the Agreement. Liquidated damages will be assessed for each calendar day service is not provided to District beyond the beginning of the "Service Date" at \$250 per each calendar day.

"Liquidated damages," is expressly understood and agreed to by the parties hereto:

_____ **Provider's Initials**

_____ **District's Initials**

11.10 Technical Support / Network Monitoring. Service Level must include 24-hour technical support and network monitoring of the circuits with dedicated points of contact for account management and service response. The Network Operations Center (NOC) and technical support engineers should be able to respond to service interruptions or performance issues on a 7-day x 24-hour basis with the ability to perform remote diagnostics and an on-site restoration of services. The SLA should include a response time not to exceed 8-hours during non-normal business hours (6pm to 7am) for an incident and 2-hour response time during normal business hours (7am to 5pm). Resolution for damage to low voltage infrastructure shall be within 72 hours where feasible and within 24 hours for incidents related to network configuration.

11.11 Bandwidth Capacity. PROVIDER must have sufficient bandwidth capacity to ensure a high quality of Internet Access service to provide the line speed levels on a 7-day X 24-hour X 365-days basis throughout the term of the Contract.

11.12 Performance Penalty. Performance penalty will be assessed at a proportionate cost, on a time basis only, for the internet services that District fails to receive based from the contract pricing. The District reserves the right to request the Provider deliver a performance bond, acceptable to the District, in the amount of 100% of the yearly internet service fee. District will pay the fee for obtaining the Performance bond.

11.13 Invoicing. Billings must be consistent and accurate with proper and dependable bill cycles. Invoices shall be sent as hard copy printout, disc, CD, or by Internet as requested by the District. PROVIDER must be able to fully participate in the E-Rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-Rate) for the District's E-Rate funding commitment.

11.14 All invoices and statement shall read: DISTRICT, Food Services Account, c/o Accounts payable, 2309 Tulare Street, Fresno CA 93721. All invoices shall contain the F.U.S.D. purchase order number. Partial payments will not be made; all receipts must be accounted for and reconciled to PROVIDER's summary monthly billing.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

FRESNO UNIFIED SCHOOL DISTRICT

Provider

By _____
Santino Danisi, Interim CFO

By _____
[Title]

Bid Section B

BID #21-18 INTERNET SERVICE PROVIDER

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- l. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this BID.
- m. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- n. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- o. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected

timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

- p. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.
- q. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- r. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- s. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- t. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- u. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the PROVIDER on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- v. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this BID shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered

on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

5) **EARLY FUNDING CONDITIONS**

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).


The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

6) **INVOICING**

- c. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the

FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

- d. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

7) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this BID for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

8) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this Bid, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Bid Section B

BID #21-18 INTERNET SERVICE PROVIDER

NONCOLLUSION DECLARATION

Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title] of
_____ [company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at
_____ [city], _____ [state].

Signature

Print Name

Bid Section B

BID #21-18

INTERNET SERVICE PROVIDER

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned PROVIDER has reviewed and understands the Information to PROVIDERs, Prohibited Interests/Conflicts of Interest clause, and that PROVIDER has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between PROVIDER and the District, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate this clause of the Information to PROVIDERs and thereby preclude PROVIDER from contracting with the Fresno Unified School District. PROVIDER further understands that the provision of a bid/quote to PROVIDER over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to PROVIDER, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with the clause of the Information to PROVIDERs relating to Prohibited Interests/Conflicts of Interest, PROVIDER understands that if PROVIDER is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates the clause of the Information to PROVIDERs, Prohibited Interests/Conflicts of Interest, the contract between PROVIDER and Fresno Unified School District may be void, and in such event PROVIDER may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) PROVIDER has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the clause of the Information to PROVIDERs relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned PROVIDER, 2) I am authorized by PROVIDER to execute this form on PROVIDER's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____, 2020 _____
[Company Name]

[Name and Title of Provider's Representative]

[Signature]

Bid Section B

STUDENT SAFETY DECLARATION

Education Code Section 45125.2
(TO BE EXECUTED BY AND SUBMITTED WITH BID)

I, _____ [name/title], declare as follows:

1. I am a representative of _____ [company], and am authorized to make this declaration on its behalf;
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent, or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:
 - a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.
 - b. I have installed or will install a physical barrier at the worksite such that no employee, agent, or subcontractor will have more than limited contact with students.
 - c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I will **have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s), or subcontractor(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or subcontractors will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____ [month/year], _____ [day], at _____ [city], California.

Name of Contractor

By: _____

Bid Section B

IRAN CONTRACTING ACT CERTIFICATION Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts in accordance with Public Contract Code section 2205.

OPTION 1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

<i>Company Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

OPTION 2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Bid Section B

BID #21-18 INTERNET SERVICE PROVIDER

CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

Labor Code Section 3700 Provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR

By

Type/Print Name

Title

Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

Bid Section B

Bid #21-18 INTERNET SERVICE PROVIDER

PRIME POINT OF CONTACT

Name of Company

Address

Signature

City State Zip Code

Print Name

Phone Number

Title

Email Address



Preparing Career Ready Graduates

Purchasing Services

Edward Collins, Executive Director
4498 N. Brawley Ave. Fresno, CA 93722
Ph. (559) 457-3588 Fax (559) 457-6040

December 17, 2020

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SUPERINTENDENT

Robert G. Nelson, Ed.D.

ADDENDUM No. 2
BID No. 21-18
INTERNET SERVICE PROVIDER

NOTICE TO ALL BIDDERS

This addendum is attached to and made a part of the above entitled specifications for Fresno Unified School District with a scheduled bid due date of **January 12 21, 2021 prior to 3:01 PM**. All changes and/or clarifications will appear in **bold** type and deletions will be struck out in revised sentences. Incorporate the following in your bid response.

I. REFERENCE: Page 1, NOTICE TO BIDDERS

Change: The bid due date has been changed. Scope of work on Section A has been updated.

Bid responses will be received prior to ~~3:01 PM~~ on Tuesday, January 12 21, 2021 in the Purchasing Department. This bid consists of two (2) single distinct services to be awarded separately by section. Bid responses must be sealed, marked with the bid number and title, applicable section, and returned to the Purchasing Department of Fresno Unified School District, 4498 N. Brawley Avenue, Fresno CA 93722. Bid responses received later than the designated time and date will not be accepted. Facsimile (FAX) or emailed copies of the bid response will not be allowed. Each bid section will be opened and read aloud immediately following its designated due time below:

- | | |
|---|------------------|
| Section A: Internet Access with Data Transport Only | Prior to 3:01 PM |
| Section B: Internet Access Only | Prior to 3:31 PM |

Award will be to the lowest responsive, responsible bidder based on 5-year total internet service cost per Section. Each section will be awarded separately which may result in multiple vendors being awarded contracts. Bidders may bid either Section A, or Section B, or both Sections.

II. REFERENCE: SECTION A. BID INSTRUCTIONS, C. PRE-BID CONFERENCE

Add: Bidders shall incorporate items into bid proposals

Mandatory Pre-Bid Conference Call Attendance Sheet attached. All Prime Bidders must have participated in the conference call for bid to be accepted.

ADDENDUM No. 2 (continued)
BID No. 21-18
INTERNET SERVICE PROVIDER

III. REFERENCE: SECTION C. SERVICE REQUIREMENTS

Change: Update of Technical Requirements, change of scope for Section A, and address correction for Section B.

Technical Requirements. Fresno Unified School District is seeking an aggregate, load balanced Internet Access solution of 80Gbps in years 1-3 increasing to 200Gbps in years 4 and 5. This will be achieved by utilizing two different paths of transport into the District's Ed Center where the total Internet Access will be shared by all eligible entities in the District. The two scenarios for which bids are being sought are described below. Section A and Section B will be bid separately, evaluated independently, and awarded to one or more service providers.

CENIC runs the California Statewide K12 High Speed Network and R&E Network. The District participates in the benefits of connecting to the Statewide network for Internet Access. The district is assigned by CENIC, 3 x Class C Internet Routable IP ranges. The size of these address range is necessary given the district's scope and scale, the number of publicly accessible services, and the sheer scope of student/staff computers and their respective user sessions. It would be a substantial cost and effort to migrate the public addresses and the internal configurations for NAT/PAT on firewalls, load-balancers and related cloud service configurations. It would also be an additional cost for the district if it had to source 3 x Class C Internet Routable IP ranges.

Section A: Scope of Services for Internet Access ~~with Data Transport~~ ONLY

The district requests Internet Access ~~and using existing~~ Data Transport. Internet Access must integrate with District's existing public address space, domains, and other pertinent configuration items; provide primary and secondary DNS hosting if requested by District; and provide web site and/or API to monitor bandwidth and status. Internet Access handoff shall be from the District Ed Center to CENIC located at the 1111 Van Ness Ave. Fresno, CA 93271. Internet Access shall support 40Gbps CIR in year 1 through year 3 and 100Gbps CIR from year 4 through year 5.

~~Data Transport connecting the District Ed Center to CENIC at 1111 Van Ness Ave. Fresno, CA 93271 with single mode LC connection supporting 40Gbps transport speeds in year 1 through year 3 and 100Gbps from year 4 through year 5.~~ **This Internet Access service shall use existing Data Transport connecting the Ed Center to the Cenic node at 1111 Van Ness Ave, Fresno, CA 93721.**

The District Ed Center is located at 2309 Tulare Street, Fresno, CA 93721.
The CENIC node is located at 1111 Van Ness Ave, Fresno, CA 93721.

Section B: Scope of Services for Internet Access ONLY

The district requests Internet Access using existing Data Transport. Internet Access shall support 40Gbps CIR in year 1 through year 3 and 100Gbps CIR from year 4 through year 5. Internet Access

ADDENDUM No. 2 (continued)
BID No. 21-18
INTERNET SERVICE PROVIDER

III. REFERENCE: SECTION C. SERVICE REQUIREMENTS (continued)

Change: Update of Technical Requirements, change of scope for Section A, and address correction for Section B.

must integrate with District's existing public address space, domains, and other pertinent configuration items; provide primary and secondary DNS hosting if requested by District; and provide web site to

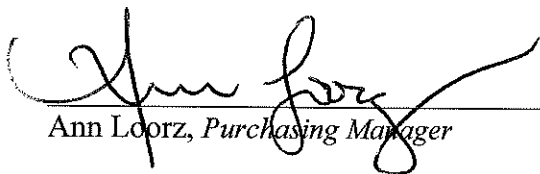
monitor bandwidth and status. Internet Access handoff shall be from the District Ed Center to the CENIC node located at ~~1320 N. Mariposa St. Fresno, CA 93703~~ **2480 E. Floradora, Fresno, CA 93703.**

This Internet Access service shall use existing Data Transport connecting the District Ed Center to the CENIC node at ~~1320 N. Mariposa St. Fresno, CA 93703~~ **2480 E. Floradora, Fresno, CA 93703.**

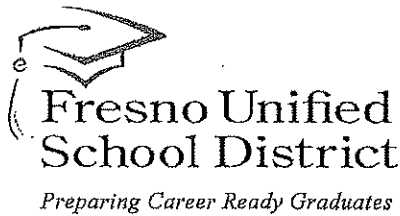
The District Ed Center is located at 2309 Tulare Street, Fresno, CA 93721.

The CENIC node is located at ~~1320 N. Mariposa St., Fresno, California, 93703~~ **2480 E. Floradora Fresno, CA 93703.**

Acknowledge receipt and understanding of this addendum in designated area of Proposal Signature Page Form.



Ann Looz, Purchasing Manager



BOARD OF EDUCATION

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SUPERINTENDENT

Robert G. Nelson, Ed.D.

Purchasing Services
Edward Collins, Executive Director
4498 N. Brawley Ave. Fresno, CA 93722
Ph. (559) 457-3588 Fax (559) 457-6040

March 11, 2021

Sent Via E-mail: dnelson@cvin.com

Mr. David Nelson
CVIN, LLC
Dba Vast Networks
7447 N. Palm Bluffs, #105
Fresno, CA 93711

Regarding: **NOTICE OF AWARD**
Subject: **Bid 21-17, Sub-Rings for Wide Area Network Services**

Dear Mr. Nelson:

This project was approved by the District School Board on March 10, 2021 for \$8,078,151. The District accepts your offer per the terms and conditions in the bid documents for the service requested and subject to receipt by the District's Executive Director of Purchasing of the following Documents:

- a) Certificate of Insurance/Proof of Insurance (General/Auto/Builders Risk/Certificate of Workers' Compensation) per section 2.17 of the General Terms and Conditions of the IFB.
- b) Agreement Contract attached for execution; return two originals.
- c) A Performance Bond in the amount of \$500,000 will be due no later than 10 days after issuance of Purchase Order.

Requested document(s) shall be submitted within ten (10) calendar days after receipt of Notice of Award. Please deliver to Fresno Unified School District, Purchasing Department, 4498 N. Brawley Avenue, Fresno, California 93722, ATTN: Edward Van Patten. Contractor will not be allowed to begin work on the project without District approval of these documents; even if the District releases a Purchase Order to you. The Original Agreement will be mailed to you and a pdf of the entire contract documents (excluding drawings) will be e-mailed.

Sincerely,

Edward Van Patten
Buyer II

c: Phil Neufeld, Bid File (Notice Only)