INFORMATION SHEET 11/10/2020 TRUSTEES' MEETING

ATTACHMENT: 7.3

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Award of contract for Administered E-rate Service 2021-2024

The District is currently participating in the Federal E-rate program to be reimbursed for costs associated with access of administered internet services. The current contract was awarded in 2018 to the San Joaquin County School Data Processing Center. The current contract expires in June 2021.

The district filed the Form 470 Application number 210001268 and has received the attached proposal from the San Joaquin County Schools Data Processing Center. No other proposals were submitted. All elements of the proposal meet the requirements set forth and is considered responsive. There is a $1,050 or 3% increase to the annual cost associated with the 2021-2024 proposal.

San Joaquin County Schools Data Processing Center

2922 Transworld Drive
Stockton, CA 95206
(209)468-4869 - Fax (209) 468-4879

Proposal for Administered Internet Access Services

Form 470 Application Number: 210001268

Response to:
Jefferson Elementary School District
1219 Whispering Wind Drive
Tracy, CA 95377

Prepared By:

San Joaquin County Schools Data Processing Center
Ed Babakhan, Director

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Stockton, CA 95213

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ADMINISTERED INTERNET ACCESS SERVICE DESCRIPTION

This service description is prepared by the San Joaquin County Schools Data Processing Center in response to the cited Federal Communications Commission (FCC) Form 470 posted by Jefferson Elementary School District seeking Administered Internet Access services. Jefferson Elementary School District, hereinafter referred to as "Local Education Agency" or "LEA", is seeking Administered Internet Access Services on behalf of its locations listed on the multiyear FCC Form 470 #(210001268) for Funding Year 2021. Administered Internet Access Services are considered part of Category One services for the E-rate Program. These services do NOT include any provision of circuit, Voice Over Internet Protocols, or any other voice traffic. San Joaquin County Schools Data Processing Center, hereinafter referred to as "Service Provider", is not under any current "Red Light" restrictions from the FCC and the Service Provider has filed a current E-rate Service Provider Annual Certification Form. San Joaquin County Schools Data Processing Center SPIN number is 143033906.

The Service Provider has a first-class, routinely maintained Data Center, located at 2922 Transworld Drive (Formerly 2901 Arch-Airport Road), Stockton, CA, 95206. The Data Center includes 24x7x365 access control, video security monitoring, dual air conditioner and humidity systems, backup and conditioned electrical services provided by dual UPS (Uninterruptible Power Supplies) and diesel generators providing 8 days of run time, and a multizone Novec Fire Suppression System.

SERVICE PROVIDER WILL:

1. Provide Internet connection at a minimum of 1GB up to 10GB at all Local Education Agency locations on the above-referenced FCC Form 470 and listed in Block 4 of the Local Education Agency's current funding year FCC Form 471.
2. Provide an onsite demarcation point on the Local Education Agency's Local Area Network that is owned and maintained by Service Provider which connects to, but is not part of Local Education Agency's Local Area Network.
3. Provide hand-off to Local Education Agency site Local Area Network.
4. Provide facilitation and assistance in dealing with third party-provided circuit issues.
5. Provide Dynamic Host Configuration Control Protocol (DHCP).
6. Route all Internet-related Local Education Agency site data traffic from Local Education Agency network to the Internet.
7. Provide secure firewall service between the Internet and the Local Education Agency network.
8. Provide Primary and Secondary Domain Name Service mapping and Local Education Agency Domain Name Registration.
9. Provide maintenance and technical support of Internet Access Service appropriate to maintain reliable Internet Access.

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SERVICE PROVIDER BILLING PROCEDURE

Service Provider will invoice Local Education Agency for their Administered Internet Access Services. Local Education Agency is responsible for paying the invoice in full by the due date stated on the invoice. Local Education Agency is responsible for the Federal Communications Commission Form 472, Billed Entity Applicant Reimbursement in order to receive reimbursement of approved funding amounts.

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ADMINISTERED INTERNET ACCESS SERVICE CONTRACT

This contract identifies the terms under which San Joaquin County Schools Data Processing Center will provide Administered Internet Access Services. This contract is being executed between Jefferson Elementary School District hereinafter referred to as the "Local Education Agency" and San Joaquin County Schools Data Processing Center, hereinafter referred to as "Service Provider". This contract identifies the terms under which San Joaquin County Schools Data Processing Center will provide Administered Internet Access Services.

1. OPERATION & MAINTENANCE OF INTERNET ACCESS DEVICES – Service Provider will manage Layer-3 Service Provider equipment. Service Provider will also provide data network circuit trouble call assistance, performance monitoring of data network circuits between the Local Education Agency and Service Provider, all equipment and software necessary to provide Internet Access Service to the Service Provider's Internet connection and produce monthly traffic logs.

2. INTERNET ACCESS - Provide IP routing from Local Education Agency site to upstream Internet Point of Presence located at Service Provider Data Center.

3. DOMAIN NAME SERVICES – Provide both Primary and Secondary Domain Name Services along with Local Education Agency Domain Name Registration.

4. DYNAMIC HOST CONFIGURATION CONTROL PROTOCOL (DCHP) – Service Provider will provide DHCP services for Local Education Agency devices to allow access to Internet services.

5. FIREWALL SERVICE - Provide secure Firewall Services between the Local Education Agency and the Internet.

6. EFFECTIVE DATE - This contract is for a three-year period beginning July 1, 2021 and ending June 30, 2024.

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7. POINT OF CONTACT CALLS AND E-MAILS TO SERVICE PROVIDER- The Local Education Agency will designate a point person(s) to communicate with Service Provider and in turn relay information to their respective staff. Service Provider hours of operation are 7:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday. Service Provider will be closed during the following Holidays: New Year's Day, Martin Luther King, Jr. Day, President Lincoln Day, President Washington Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. A reasonable expectation for response time, either by phone or e-mail, is 2 hours. A timely resolution to the service request depends on the nature of the problem. Local Education Agency determined **Emergency Requests** will be billed at $15.00 per hour.

8. EDUCATION AGENCY RESPONSIBILITIES
    a. Pay an annually invoiced service fee for Administered Internet Access Service.
    b. Secure an acceptable location at Local Education Agency facility which includes:
        i. Sufficient and accessible electrical power.
        ii. Conduit/path from exterior to an interior Intermediate Distribution Frame.
    c. Local Education Agency is responsible for seeking E-rate Support for the services provided under this contract, by filing the appropriate FCC Forms in a complete and timely fashion.
    d. If Local Education Agency is approved for E-rate Support, the Local Education Agency is responsible for filling Federal Communications Commission Form 472, Billed Entity Applicant Reimbursement with Universal Services Administrative Company to receive approved funding amounts.
    e. Provide the connectivity from the Intermediate Distribution Frame to the Main Distribution Frame.
        i. Ethernet connection from Intermediate Distribution Frame to Main Distribution Frame
        ii. A layer-2 switch within their Local Area Network with a minimum gigabit Ethernet port.

9. EQUIPMENT OWNERSHIP- All equipment provided under this contract remains the property of Service Provider.

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EXCLUSIONS:

1. The terms of this contract do not include Local Education Agency internal Local Area Network equipment.
2. Service Provider's obligation to provide service is waived by Acts of God. Fire, flood, rain, earthquake, lightning, national pandemic and such are considered Acts of God.
3. Damage or loss to Service Provider equipment from vandalism or theft is the responsibility of the Local Education Agency.

San Joaquin County Schools Data Processing Center is providing just a 3 year term (with no extensions) as that provides the most flexibility and efficiencies for Jefferson Elementary School District, based on the calculations for providing these E-rate services (and non-E-rate services also provided by San Joaquin County Schools Data Processing Center, which are not part of this response).

Services	Annual Cost	# Years	Total Cost
Administered Internet Access Services	$47,850	3	$143,550

This Administered Internet Access Service Contract is by and between San Joaquin County Schools Data Processing Center and Local Education Agency. Notification of non-renewal of this contract must be submitted in writing no later than 90 days prior to expiration.

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This contract is effective as of date of signature.

Non-Appropriation Clause

"If after the first fiscal year in which a particular Service acquired is installed, universal service (E-rate) discounts are not received to pay for that particular Service in a subsequent fiscal year, then Local Education Agency may terminate this contract as it relates to that particular Service as of the last day universal service (E-rate) discounts were received. However, (i) Local Education Agency shall be obligated to pay all charges incurred through the "Date of Termination;" (ii) Local Education Agency shall use its best effort to obtain universal service (E-rate) for this particular Service provided; (iii) Local Education Agency agrees not to obtain substantially similar service and/or equipment to replace those provided in this contract for a period equal to the remaining term of this contract; and (iv) Local Education Agency may exercise right to terminate upon delivery to Service Provider of a 90 day written notice setting forth the reason for such termination and within 30 days following such delivery provide Service Provider with a legal opinion of counsel from Local Education Agency that universal service (E-rate) funds were not available for the acquisition of such Service. "

Service Provider
San Joaquin County Schools
Data Processing Center

By:_____
Authorized Signature

Name: Ed Babakhan

Title: Division Director

Date:_____

Local Education Agency

Jefferson Elementary School District

By:_____
Authorized Signature

Name:_____

Title:_____

Date:_____

Point Person Contact Information:

Name:_____ Phone:_____ Email: _____

Name:_____ Phone:_____ Email:_____