

Request for Proposal

Eligible Entity:	Inner City Education Foundation 5150 West Goldleaf Circle, Suite 401 Los Angeles, CA 90056
General Description:	Internal Connections
RFP Number:	ICEF20091001120241
470 Number:	975380000775615
470 Post Date:	2010-01-06
RFP Due Date:	2010-02-03 at 2:00P.M. (PST)
Billed Entity Number:	16045041
Email Address:	ICEF@adsadsi.com

Inner City Education Foundation ("ICEF") seeks proposals in accordance with the terms and conditions posted within. The awarded contract may cover both E-Rate eligible and non-eligible items. If eligible and non-eligible items or services are bid, bidders must break out the non-eligible items and list them as such. Contract award(s) shall be made in accordance with FCC Universal Service Administration Company E-Rate Program Rules.

Responses to this Request for Proposal that include a demonstration shall not be considered.

Questions and Service Provider Responses MUST be received via email at: ICEF@adsadsi.com. Questions and Service Provider Responses received in any other format shall NOT be answered or accepted.

For consideration Bidder must submit a Sealed Bid. ICEF shall not be responsible for the pre-opening of, post-opening of or failure to open, a RFP not properly addressed or identified. Sealed bids shall be delivered to Inner City Education Foundation.

SEALED BID MARKING: 975380000775615

PLACE OF SEALED BID RECEIPT: Inner City Education Foundation
5150 West Goldleaf Circle, Suite 401
Los Angeles, CA 90056

METHOD OF BID RECEIPT: Personal delivery, courier, or mailed via United States Postal Service to above address. **Late offers shall not be considered.**

In addition, offers must be delivered to the ICEF@adsadsi.com email address after the 2PM PST deadline on 2010-02-03 and before 6PM PST on 2010-02-03. There shall be no difference between the sealed documents and documents delivered by email. The documentation delivered in a sealed envelope shall be considered for proposal evaluation.

DO NOT UNDER ANY CIRCUMSTANCE PROVIDE CONFLICTING DATA. IF CONFLICTING DATA IS PRESENTED THE SUBMITTING BIDDER MAY BE DISQUALIFIED.

Note: Inner City Education Foundation MUST wait at least 28 days after the posting of the Description of Services Requested and Certification form (Form 470) on USAC's website before executing any contracts, selecting a Service Provider, or signing and submitting the Services Ordered and Certification Form (Form 471).

Service Providers are strongly encouraged to carefully read the entire solicitation document.

All or part of the potential award described within this document may be issued to one or multiple Service Providers. Equipment may be sourced from one Service Provider and Installed / Maintained by other Service Providers or one Service Provider may be awarded all of the requested products and services contained herein.

References:

Bidder shall provide references that demonstrate successfully Funded E-Rate Projects from the 2009-2010 Funding Year. If none exist, please provide references from the 2008-2009 Funding Year that received positive Funding Commitment Decision Letters. Applicant Name, Entity Number, and Individual Contact Information is requested.

In addition, please provide the date and time of the Bidder's last reimbursement from the School and Libraries Division of the Universal Services Administrative Company.

Terms and Conditions

Definition of Terms as used in these instructions, the terms listed below are defined as follows:

"Attachments" means any item the Solicitation requires a Service Provider to submit as part of the Offer.

"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Service Providers, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and terms applied by law.

"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

"Days" means calendar days unless otherwise specified.

"Exhibits" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

"Offer" means bid, RFP, proposal or quotation.

"Service Provider" means a Service Provider who responds to a Solicitation.

"Purchasing Manager" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

"Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quote (RFQ).

"Solicitation Amendment" means a written document that is authorized by the Purchasing Manager and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

Inquiries

Duty to Examine. It is the responsibility of each Service Provider to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely ICEF@adsadsi.com. The Service Provider shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

Submission of Inquires. The Purchasing Manager or the person identified in the Solicitation as the contact for inquires requires that all inquiries to be submitted in writing via email. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.

Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A Service Provider may not rely on verbal responses to inquires.

Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.

Pre-Offer Conference. If a Pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Service Provider should raise any questions it may have about the Solicitation or the procurement at that time. A Service Provider may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

Offer Preparation

Forms: No US Mail, Third Party Shipper, Facsimile or Telegraphic Offers. An Offer shall be submitted via email. A facsimile, telegraphic or mailgram offer shall be rejected.

Evidence of Intent to be Bound. The offer and acceptance within the agreement must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Service Provider's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Service Provider clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Service Provider's preprinted or standard terms shall not be considered as a part of any resulting Contract.

Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

Request for Proposals. All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

Subcontracts. Service Provider shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

Cost of Offer Preparation. ICEF shall not reimburse any Service Provider the cost of responding to a Solicitation.

Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment shall result in rejection of the Offer.

Provision of Tax Identification Numbers. Service Providers are required to provide their State Tax Number and/or Federal Tax Identification Number, if applicable, in the space provided on the Service Provider RFP Response and provide the tax rate and amount, if applicable, on the price sheet(s).

Identification of Taxes in Offer. ICEF is subject to all applicable state and local taxes. If Service Providers do not indicate taxes on a separate item in the Offer, ICEF shall conclude that the price(s) offered includes all applicable taxes.

Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Service Provider must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Service Provider shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

Submission of Offer

Email. Each Offer shall be submitted to the submittal email address identified in this Solicitation that identifies its contents as an Offer and the Solicitation and FCC Form 470 Number to which it responds. The appropriate Solicitation number shall be identified in the Subject of the email.

Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

Public Record. Under E Rate Program Rules, all Offers submitted and opened must be retained by ICEF to maintain E Rate compliance. Offers shall be open to inspection by the FCC or its authorized agent(s) after Contract award, except for such Offers deemed to be confidential by ICEF. If a Service Provider believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. ICEF shall make a determination on whether the stamped information is confidential pursuant to ICEF's Procurement Policy.

Non-collusion, Employment, and Services. By signing the Service Provider Authorized Response, the Service Provider certifies that: it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

Evaluation

Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Taxes. All applicable taxes in the Offer shall be considered by ICEF when determining the lowest bid or evaluating proposals.

Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.

Disqualification. The Offer of an Service Provider who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

If the Service Provider does not have a valid Service Provider Identification Number (SPIN), the offer shall be rejected.

If the Service Provider does not provide Item 21's, the offer shall be rejected.

Offer Acceptance Period. A Service Provider submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation.

Payment. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within ninety (90) days.

Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, ICEF reserves the right to:

- Waive any minor informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

Award

Number or Types of Awards. Where applicable, ICEF reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to ICEF. If the Purchasing Manger determines that an aggregate award to one Service Provider is not in ICEF's interest, "all or none" Offers shall be rejected.

Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Service Provider to the award of a Contract. A Contract is not created until the Offer is accepted in writing by ICEF's signature of the Service Provider Authorized Response. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer. Contracts shall only be enforceable after the products/services have been approved for funding through E Rate and Form 486 has been submitted certifying use of the products/services being purchased.

Effective Date. The effective date of this Contract shall be the date that the Purchasing Manager signs the Service Provider Authorized Response or other official contract form, unless another date is specifically stated in the Contract. Under no circumstances shall the equipment being sought be installed and put into use at its respective location prior to July 1, 2010.

Final Acceptance. Final acceptance for ICEF shall be contingent upon the approval of the Purchasing Manager, if applicable and the execution and submission of FCC Form 486.

Contract Interpretation

Local and State Law. All local and state law of Eligible Entity issuing this RFP applies to this Offer and any resulting Contract(s).

Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

Contract Administration and Operation

Records. Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

Nondiscrimination. The Contractor shall comply with all applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's and applicable Subcontractor's books and records shall be subject to audit by ICEF and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. ICEF shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If ICEF determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by ICEF for testing and inspection.

Notices. Notices to the Contractor required by this Contract shall be made by ICEF to the person indicated on the Service Provider Authorized Response submitted by the Contractor unless otherwise stated in the Contract. Notices to ICEF required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Purchasing Manager and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of ICEF.

Property of ICEF. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of ICEF. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of ICEF.

Costs and Payments

Payments. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from ICEF within ninety (90) days. The RFP number must be referenced on the invoice.

Delivery. Unless stated otherwise in the Contract, all prices shall include delivery and unloading at the destinations.

Applicable Taxes.

Payment of Taxes by ICEF. ICEF shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

State and Local Taxes. ICEF is subject to all applicable state and taxes. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold ICEF harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9. In order to receive payment under any resulting Contract, Contractor may be required to have a current I.R.S. W-9 Form on file with ICEF.

Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of ICEF for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. ICEF shall make reasonable efforts to secure such funds.

Contract Changes

Amendments. This Contract is issued under the authority of the Purchasing Manger who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Purchasing Manger. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Purchasing Manager. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Purchasing Manager. The Purchasing Manger shall not unreasonably withhold approval.

Risk and Liability

Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

General Indemnification. ICEF shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

Indemnification - Patent and Copyright The Contractor shall indemnify and hold harmless ICEF against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by ICEF of materials furnished or work performed under this Contract. ICEF shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or

Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Third Party Antitrust Violations. The Contractor assigns to ICEF any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

Warranties

Liens. The Contractor warrants that the materials supplies under this Contract are free of liens.

Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by ICEF of the materials or services, they shall be:

Of a quality to pass without objection in the trade under the Contract description;
Fit for the intended purposes for which the materials or services are used;
Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
Adequately contained, packaged and marked as the Contract may require; and
Conform to the written promises or affirmations of fact made by the Contractor.

Fitness. The Contractor warrants that any material or service supplied to the Eligible Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by ICEF.

Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

Survival of Rights and Obligations after Contract Expiration or Termination.

Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof.

Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Purchasing Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

ICEF's Contractual Remedies

Right to Assurance. If ICEF in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Purchasing Manger may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at ICEF's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

Stop Work Order.

ICEF may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Purchasing Manager shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

Nonexclusive Remedies. The rights and the remedies of ICEF under this Contract are not exclusive.

Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, ICEF may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

Right to Offset. ICEF shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by ICEF or damages assessed by ICEF concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

Contract Termination

Cancellation for Conflict of Interest. ICEF may cancel this Contract within three (3) days after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of ICEF is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

Gratuities. ICEF may, by written notice, terminate this Contract, in whole or in part, if ICEF determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of ICEF for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. ICEF, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

Suspension or Debarment. ICEF may, by written notice to the Contractor, immediately terminate this Contract if ICEF determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

Termination for Convenience. ICEF reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Eligible Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to ICEF. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to ICEF. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. Project completion is contingent upon E-Rate reimbursement.

Termination for Default. In addition to the rights reserved in the Uniform Terms and Conditions, ICEF reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Purchasing Manger shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to ICEF.

ICEF may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to ICEF for any excess costs incurred by ICEF reproducing the materials or services.

Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to the Eligible Entities applicable state law(s).

Term Definitions and Minimum Configurations

Local Area Network (LAN): A LAN is a short distance data communications network used to link together computers and peripheral devices under some form of standard control. The LAN is most often connected by cabling or wireless links within the same building. A LAN consists of several components, including cabling, servers, computer workstations, network interface cards, printers, and data distribution equipment, such as network LAN switches, hubs, and routers. The Eligible Entity seeks proposals for LAN components that are compatible with the existing Cisco Solution.

Telephone System: The Eligible Entity seeks proposals for telephone system components that are compatible with the existing Cisco Solution. Existing phones shall be used if compatible. All new telephones must at a minimum support basic telephony features. A core switch configured with appropriate modules/cards may serve as the gateway to the PSTN. Extension to Extension Dialing is a requirement for all phones on the Telephone System Network.

Voice/video over IP (VoIP): Components that refer to equipment that utilizes the TCP/IP suite of protocols to provide voice and/or video communications.

Cabling/Connectors refers to: Cabling, connectors, and related components used for eligible voice, video, and data transmission within an eligible location are eligible for discount. Eligible components include:

- Cable (e.g., copper, fiber, coax, twisted pair)
- Connectors and couplers
- Jacks, panels, faceplates and wire managers
- Conduit and raceway
- Other cabling components necessary to transport information all the way to individual classrooms, administrative offices, computer labs, Libraries, and Wireless Access Point locations.

Minimum cabling requirements at each facility include:

- 2 Cat 6 drops to each classroom (for phone / data station connectivity)
- 2 Cat 6 drops to each administrative area (for phone / data station connectivity)
- 2 Cat 6 drops to each computer lab (for phone / data station connectivity)
- 1 Cat 6 drops to each Wireless Access Point (for phone / data station connectivity)
- MDF Installation, to include necessary plywood and locking rack cabinets
- Connectivity from MDF to IDF via cat 6 cabling wireless bridge transmitters – Cat 6 cabling (both ends)
- IDF Installation, to include necessary plywood and locking rack cabinets
- Connectivity between the MDF or IDF and POE LAN switches – 4 Cat 6 cables (2 for T1 and 2 for POTS lines)
- Patch Panel Wiring Manager

Data Distribution Components: All components must be Cisco compatible. Components used to distribute information from telecommunication or Internet access facilities all the way to individual classrooms or public areas of a library are eligible. Such components may include:

- Access Point used in a LAN environment
- Hub
- Multiplexer used as part of a LAN
- Network LAN switches
- Routers

Uninterruptible Power Supply (UPS): UPS/Battery Backup to protect data distribution components

Please include installation, activation, and initial configuration of all components as separate line items.

Scope of Work

Priority 2 Internal Connections – Equipment

Internal Connections are components located at ICEF's site that are necessary to transport information to classrooms and to eligible administrative areas or buildings. Internal Connections include connections within, between or among instructional buildings that comprise a school campus, but do not include services that extend beyond the school campus. Components at ICEF's site are eligible only if they are an essential element in the transmission of information within the school. The components must be necessary to transport information all the way to individual classrooms. Internal Connections do not include services that extend across a public right of-way beyond the school.

Using the provided requirements, specifications, and other information as needed, ICEF is looking for Service Provider(s) to supply:

1. Labor, materials, tools, equipment and services for the installation and use of equipment as requested.
2. Completely coordinate with work of all other trades.
3. Supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation, whether or not specifically indicated in the Specification Documents.
4. Cabling pathways between equipment and buildings as needed, including conduit and/or trenching.
5. Weekly status reports on work progress.

Type of Installation: New Equipment

Installation Timeframe: FY13 (2010-11)

Installation Required: Yes

Type of Procurement: Purchase - final approval may be based upon receipt of a positive Funding Commitment Decision Letter and, or the governing board's approval.

Data Distribution:

Provide Individual pricing (include installation, activation, and initial configuration of all components as separate line items) for each of the following (pricing should be based on the minimum quantity purchased – volume discounts may be included):

- 1 and up to 10 Routers, Interface Cards, Cables, and Operating System, min 256MB DDR DRAM
- 1 and up to 30 POE Managed Switches - 48 GbE ports, with up to 4 SFP Optical Transceivers (1000BASE-SX, LC Connectors), stackable option (stacking module, 48 Gbps and 1 meter stacking cable), must support 802.1Q VLANs and must have web-based management interface.
- 1 and up to 15 POE Managed Switches - 24 GbE ports, with up to 4 SFP Optical Transceivers (1000BASE-SX, LC Connectors), stackable option (stacking module, 48 Gbps and 1 meter stacking cable), must support 802.1Q VLANs and must have web-based management interface.
- 1 and up to 32 Wireless Access Points, Controller, Operating System Software and Licensing, and Mount Kits
- 1 and up to 4 Wireless Bridge Transmitters
- 1 and up to 4 802.11a/g/n WiFi Access Point Arrays to support up to 700 users with at least 3Gbps of bandwidth

Cable Plant (Cabling/Connectors):

Provide Individual pricing (include installation, activation, and initial configuration of all components as separate line items) for each of the following (pricing should be based on the minimum quantity purchased – volume discounts may be included):

- Cost per drop to add a new Ethernet drop
- Cost per drop to rerun an Ethernet from an IDF/MDF to an existing mounted box
- Cabling (to include connectors, couplers, jacks, panels, faceplates, conduit and raceways) – Up to 1,000 Voice and Data Drops – Cat 6. See minimum requirements listed above to support.
- Racks /Cabinets

- 1 and up to 10 Wall mount Cabinets, 24"H x 20"D, accessible from front and rear to rack 19" gear (may have option to lock).
- 1 and up to 10 Cabinets, 6' or 7'H x 20"D, accessible from front and rear to rack 19" gear (may have option to lock).
- 1 and up to 20 Horizontal Cable Managers – 19"
- 1 and up to 20 Heavy Duty Pivoting Panels and Wiring Managers/Patch Panels – 19"
- 1 and up to 20 Fire Rated pieces of Plywood and mounting hardware
- 1 and up to 10 packages of 160' of Cable Raceways / Risers / Runways, associated cable run hardware (such as wall brackets & support kits)
- 1 and up to 500 Wood Anchors w/ 4" loop
- CAT 6 cabling and all connectors and terminating components, at minimum:
 - Up to 100) 1000' Cat6 Cable
 - Up to 1000) Jack Modules, Mount Boxes, Faceplates, and Labeling
 - Up to 2000) RJ-45 Ends
 - Up to 800) 3' patch cords
 - Up to 800) 5' patch cords
 - Up to 800) 12' patch cords

Data Protection:

Provide Individual pricing (include installation, activation, and initial configuration of all components as separate line items) for each of the following (pricing should be based on the minimum quantity purchased – volume discounts may be included):

- 1 and up to 25 Uninterruptible Power Supply (UPS): UPS/Battery Backup to protect data distribution components.
 - 1 and up to 5 Rack mount UPS – 6.5KVA
 - 1 and up to 20 Rack mount UPS – 750VA

Telephone Components

Provide Individual pricing (include installation, activation, and initial configuration of all components as separate line items) for each of the following (pricing should be based on the minimum quantity purchased – volume discounts may be included):

- Licensing for up to 300 New Cisco Call Manager VoIP System Users
- Options for up to 300 phones
 - Must support a range of phone choices: 10/100/1000 Mbps Ethernet/IP phones, softphones, receptionist consoles and cordless/wireless phones

The following template (standard location deployment):

Equipment Template 1: 1) Router, SMARTnet 8x5xNBD
 4) 48 port switches, SMARTnet 8x5xNBD
 2) 24 port switches, SMARTnet 8x5xNBD
 10) 12 port switches, SMARTnet 8x5xNBD
 10) Wireless Access Points, SMARTnet 8x5xNBD
 6) Rack mount UPS – 750VA

Equipment Template 2: 1) Router, SMARTnet 8x5xNBD
 3) 48 port switches, SMARTnet 8x5xNBD
 10) 12 port switches, SMARTnet 8x5xNBD
 6) Wireless Access Points, SMARTnet 8x5xNBD
 3) Rack mount UPS – 750VA

Cabling/Connectors Template 1 - 208 voice/Data Drops:

- MDF Installation, to include necessary plywood and rack cabinet w/ patch panel wiring managers
- Connectivity from MDF to 1 IDF via cat 6 cable (both ends)
- IDF Installation, to include necessary plywood and rack cabinets w/ patch panel wiring managers
- Connectivity between the MDF or IDF and POE LAN switch – 4 Cat 6 cables (2 for T1 and 2 for POTS lines)

Cabling/Connectors Template 2 - 136 voice/Data Drops:

- MDF Installation, to include necessary plywood and rack cabinet w/ patch panel wiring managers
- Connectivity from MDF to 1 IDFs via cat 6 cable (both ends)
- IDF Installation, to include necessary plywood and rack cabinets w/ patch panel wiring managers
- Connectivity between the MDF or IDFs and POE LAN switch – 4 Cat 6 cables (2 for T1 and 2 for POTS lines)

Please include any Project Management, Engineering, Installation and Documentation Costs.

Please include optional Training for System Operation and general maintenance at time of installation.

Priority 2 Internal Connections – Basic Maintenance

Internal Connections are components located at ICEF’s site that are necessary to transport information to classrooms and to eligible administrative areas or buildings. Internal Connections include connections within, between or among instructional buildings that comprise a school campus, but do not include services that extend beyond the school campus. Components at ICEF’s site are eligible only if they are an essential element in the transmission of information within the school. The components must be necessary to transport information all the way to individual classrooms. Internal Connections do not include services that extend across a public right of-way beyond the school.

Basic maintenance services are defined as follows: “but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without E-rate discounts.” Please provide a Basic Maintenance Contract to perform the following tasks on the equipment listed below:

1. Repair and upkeep of eligible hardware
2. Wire and cable maintenance
3. Basic technical support
4. Configuration changes

Bidder’s Basic Maintenance Agreement must contain the Location, Product, and Make / Model number of the equipment to be covered by the proposed Basic Maintenance Contract (note the table below). This table (or a similar table with like data) must be included in with the Bidder’s Basic Maintenance Agreement:

Location Deployed	Product / Service to be Covered	Make/Model Number

Note: The above worksheet is available for download – please visit: http://www.adsadsi.com/rfp_fy13.htm.

Basic Maintenance for Proposed New Equipment:

Coverage: Provide options for 1 and 3 year Basic Maintenance on hardware only with next business day onsite support.

Maintenance Logs are required to be kept by the service provider and sent to school quarterly (please include a sample log).

Please note: The following products and services **are NOT eligible:**

1. On-site technical support (*i.e.*, contractor duty station at the applicant site) when off-site technical support can provide basic maintenance on an as-needed basis.
2. Services such as network management and 24-hour network monitoring.
3. Help desks that provide a comprehensive level of support beyond basic maintenance of only eligible components.
4. Technical support contracts that are more than basic maintenance.
5. End User Equipment (PCs and Phones).

Eligible basic maintenance does not include services to maintain ineligible equipment, to enhance the utility of equipment beyond the transport of information, or to provide diagnostic services in excess of those necessary to maintain the equipment's ability to transport information.

Required: 8x5xNBD service on all proposed hardware
A block of hours for general Basic Maintenance

Proposed agreements or contracts offered **must** specifically identify the eligible components covered, including location deployed, product name, and make/model number.

Existing Equipment for which Basic Maintenance is Requested (maintenance on other network equipment may be proposed):

District Office				
Cisco 7204VXR	WAN Router	District Office	ICEFWanRt	36403798
WS-C3560-24PS-S	3560 LAN Switch	District Office	ICEFSw1	CAT1031RHX2
WS-C3560-24PS-S	3560 LAN Switch	District Office	ICEFSw2	CAT1049RHE2
WS-C3560-24PS-S	3560 LAN Switch	District Office	ICEFSw3	FDO1221Z3QJ
AIR-AP1131AG-A-K9	Wireless Access Point	District Office	ICEFAP1	FTX1035T0XB
Thurgood Marshall MS				
Cisco 2811	2811 Router	TMMS	TMMSRt	FTX1137A16J
WS-C3560-24PS-S	3560 LAN Switch	TMMS	TMMS-SW1	FDO1135Z8BE
AIR-AP1131AG-A-K9	Wireless Access Point	TMMS	TMMS-AP1	FTX1139T1H6
AIR-AP1131AG-A-K9	Wireless Access Point	TMMS	TMMS-AP2	FTX1139T1J3
Vista ES				
Cisco 2811	2811 Router	Vista	VISTARt	FTX1106A5PX
WS-C3560-24PS-S	3560 LAN Switch	Vista	VEMS-SW1	CAT1051NN0U

AIR-AP1131AG-A-K9	Wireless Access Point	Vista	VEMS-AP1	FTX1040T1H6
View Park Prep. K-3				
Cisco 2811	2811 Router	View Park Prep K-3	VPPK3Rt	FTX1024A42K
WS-C3560-24PS-S	3560 LAN Switch	View Park Prep K-3	VPPK3Sw1	CAT1032NG44
WS-C3560-24PS-S	3560 LAN Switch	View Park Prep K-3	VPPK3Sw2	CAT1031NKBG
AIR-AP1131AG-A-K9	Wireless Access Point	View Park Prep K-3	VPPK3AP1	FTX1032T12G
AIR-AP1131AG-A-K9	Wireless Access Point	View Park Prep K-3	VPPK3AP2	FTX1032T12L
AIR-BR1310G-A-K9	Wireless Bridge	View Park Prep K-3	VPPK3WB1	FTX1032U0NH
AIR-BR1310G-A-K9	Wireless Bridge	View Park Prep K-3	VPPK3WB2	FTX1032U0MW
View Park Prep. MS / HS				
Cisco 2811	2811 Router	View Park Prep MS	VPPMSRt	FTX1101A3LW
WS-C3560-24PS-S	3560 LAN Switch	View Park Prep MS	VPPMSSw1	CAT1051RNQ5
WS-C3560-24PS-S	3560 LAN Switch	View Park Prep HS	VPPHSSw2	CAT1051RNPV
AIR-AP1131AG-A-K9	Wireless Access Point	View Park Prep MS	VPPMSAP1	FTX1108T2D2
AIR-AP1131AG-A-K9	Wireless Access Point	View Park Prep HS	VPPHSAP1	FTX1108T2CV
Lou Dantzler Academy				
Cisco 2811	2811 Router	Lou Dantzler Academy	LDMHSRt	FTX1137A169
WS-C3560-24PS-S	3560 LAN Switch	Lou Dantzler Academy	LDMHSSw1	FDO1135Z8BB
500	500 LAN Switch	Lou Dantzler Academy	LDMHSSw2	FOC1135Z77F
AIR-BR1310G-A-K9	Wireless Bridge	Lou Dantzler Academy	LDMHSWB1	FTX1137U024
AIR-BR1310G-A-K10	Wireless Bridge	Lou Dantzler Academy	LDMHSWB2	FTX1137U023
AIR-AP1131AG-A-K9	Wireless Access Point	Lou Dantzler Academy	LDMHSAP1	FTX1139T1J1
Lou Dantzler Academy HS				
Cisco 2811	2811 Router	Lou Dantzler HS	LDAHSRt	FTX1232A0XU
WS-C3560-48PS-S	3560 LAN Switch	Lou Dantzler HS	LDAHS-SW1	FDO1222Y0EB
WS-C3560-48PS-S	3560 LAN Switch	Lou Dantzler HS	LDAHS-SW2	FDO1222Y0FB
WS-C3560-48PS-S	3560 LAN Switch	Lou Dantzler HS	LDAHS-SW3	FDO1222Y0F8
WS-C3560-48PS-S	3560 LAN Switch	Lou Dantzler HS	LDAHS-SW4	FDO1222Y0AX
WS-C3560-24PS-S	3560 LAN Switch	Lou Dantzler HS	LDAHS-SW5	FDO1220X2J4
WS-C3560-24PS-S	3560 LAN Switch	Lou Dantzler HS	LDAHS-SW6	FDO1221Z3QJ
WS-C3560-24PS-S	3560 LAN Switch	Lou Dantzler HS	LDAHS-SW7	FDO1221Y4K5
WS-C3560-24PS-S	3560 LAN Switch	Lou Dantzler HS	LDAHS-SW8	FDO1221Z3S0
AIR-AP1131AG-A-K9	Wireless Access Point	Lou Dantzler HS	LDAHS-AP1	FTX1218N2XN
AIR-AP1131AG-A-K9	Wireless Access Point	Lou Dantzler HS	LDAHS-AP2	FTX1218N2WH

AIR-AP1131AG-A-K9	Wireless Access Point	Lou Dantzler HS	LDAHS-AP3	FTX1218N2WL
AIR-AP1131AG-A-K9	Wireless Access Point	Lou Dantzler HS	LDAHS-AP4	FTX1218N2X7
View Park Prep. 4-5				
Cisco 2811	2811 Router	View Park Prep 4-5	VPP45Rt	FTX1036A226
WS-C3560-24PS-S	3560 LAN Switch	View Park Prep 4-5	VPP45Sw1	CAT1031RHXS
AIR-AP1131AG-A-K9	Wireless Access Point	View Park Prep 4-5	VPP45AP1	FTX1035T0YY
Frederick Douglas MS				
Cisco 2811	2811 Router	Frederick Douglas MS	FDAMSRt	FTX1232A0XY
WS-C3560-48PS-S	3560 LAN Switch	Frederick Douglas MS	FDAHS-SW1	FDO1222Y0GM
WS-C3560-48PS-S	3560 LAN Switch	Frederick Douglas MS	FDAHS-SW2	FDO1222Y0H1
WS-C3560-48PS-S	3560 LAN Switch	Frederick Douglas MS	FDAHS-SW3	FDO1222Y0E1
WS-C3560-48PS-S	3560 LAN Switch	Frederick Douglas MS	FDAHS-SW4	FDO1222Y0FJ
WS-C3560-24PS-S	3560 LAN Switch	Frederick Douglas MS	FDAHS-SW5	FDO1221Z3RB
WS-C3560-24PS-S	3560 LAN Switch	Frederick Douglas MS	FDAHS-SW6	FDO1221X1HR
WS-C3560-24PS-S	3560 LAN Switch	Frederick Douglas MS	FDAHS-SW7	FDO1220X21D
WS-C3560-24PS-S	3560 LAN Switch	Frederick Douglas MS	FDAHS-SW8	FDO1221Y1LE
AIR-AP1131AG-A-K9	Wireless Access Point	Frederick Douglas MS	FDAHS-AP1	FTX1218N2XQ
AIR-AP1131AG-A-K9	Wireless Access Point	Frederick Douglas MS	FDAHS-AP2	FTX1218N2XS
AIR-AP1131AG-A-K9	Wireless Access Point	Frederick Douglas MS	FDAHS-AP3	FTX1218N2U9
AIR-AP1131AG-A-K9	Wireless Access Point	Frederick Douglas MS	FDAHS-AP4	FTX1218N2UA
View Park Prep 6th				
Cisco 2811	2811 Router	View Park Prep 6th	VPPMS6Rt	FTX1106A5PS
WS-C3560-24PS-S	3560 LAN Switch	View Park Prep 6th	VPPMS6-SW1	CAT1051RNT7
AIR-AP1131AG-A-K9	Wireless Access Point	View Park Prep 6th	VPPMS6-AP1	FTX1040T1G7
Frederick Douglas ES				
Cisco 2811	2811 Router	Frederick Douglas ES	FDAESRt	FTX1137A16W
WS-C3560-24PS-S	3560 LAN Switch	Frederick Douglas ES	FDAES-SW1	FDO1135Z8AM
AIR-AP1131AG-A-K9	Wireless Access Point	Frederick Douglas ES	FDAES-AP1	FTX1140T1KN
AIR-AP1131AG-A-K9	Wireless Access Point	Frederick Douglas ES	FDAES-AP2	FTX1139T1HF
Kindergarten & Grades 1 – 3				
2811ISR	Router, CCME & CUE	VPPK3	VPPK3Rt	FTX1024A42K
3560-24	LAN Switch	VPPK3	VPPK3Sw1	CAT1032NG44
3560-24	LAN Switch	VPPK3	VPPK3Sw2	CAT1031NKBG
AIR1310	Wireless Bridge	VPPK3	VPPK3WB1	FTX1032U0NH

AIR1310	Wireless Bridge	VPPK3	VPPK3WB2	FTX1032U0MW
AIR1131	Wireless Access Point	VPPK3	VPPK3AP1	FTX1032T12G
AIR1131	Wireless Access Point	VPPK3	VPPK3AP2	FTX1032T12L
Slauson Campus (Grades 4 – 5) and Portables				
2811ISR	Router, CCME & CUE	VPP45	VPP45Rt	FTX1036A226
3560-24	LAN Switch	VPP45	VPP45Sw1	CAT1031RHXS
AIR1131	Wireless Access Point	VPP45	VPP45AP1	FOC1033490D
District Office				
3825ISR	Router, CCME & CUE	ICEF	ICEFRt	FTX1033A228
3560-24	LAN Switch	ICEF	ICEFSw1	CAT1031RHX2
3560-25	LAN Switch	ICEF	ICEFSw2	CAT1031RHE2
AIR1131	Wireless Access Point	ICEF	ICEFAP1	FTX1035T0XB
CP-7961G	6 Button IP Phone with side car	ICEF	Receptionist	FCH10178S7N
CP-7920	Wireless IP Handheld	ICEF	Server Room	SFOC10482GAJ
Crenshaw Campus (Middle & High Schools)				
2811ISR	Router, CCME & CUE	VPPMS	VPPMSRt	FTX1101A3LW
3560-24	LAN Switch	VPPMS	VPPMSSw1	FTX1101A3LW
3560-25	LAN Switch	VPPHS	VPPHSSw2	CAT1051RMPV
AIR1130	Wireless Access Point	VPPMS	VPPMSAP1	FTX1108T2D2
AIR1131	Wireless Access Point	VPPHS	VPPHSAP1	FTX108T2CV
Frederick Douglas MS				
2811ISR	Router, CCME & CUE	FDAMS	FDAMSRt	FTX1106A5PS
3560-24	LAN Switch	FDAMS	FDAMSSw1	CAT1051RNT7
AIR1131	Wireless Access Point	FDAMS	FDAMSAP1	FTX1040T1G7
Bajai HS				
2811ISR	Router, CCME & CUE	FDAHS	FDAHSRt	FTX1106A5PX
3560-24	LAN Switch	FDAHS	FDAHSSw1	CAT1051NN0U
AIR1131	Wireless Access Point	FDAHS	FDAHSAP1	FTX1106A5PX
Thurgood Marshall MS (Creative Learning Center)				
2811ISR	2811 Router	TMHS	TMMSRt	FTX1137A16W
3560-24	3560 LAN Switch	TMHS	TMMSSw1	FDO1135Z8AM
AIR1131	Wireless Access Point	TMHS	TMMSAP1	FTX1140T1KN
AIR1131	Wireless Access Point	TMHS	TMMSAP2	FTX1139T1HF
Lou Dantzler MS & HS				

2811ISR	2811 Router	LDMHS	LDMHSRt	FTX1137A169
3560-24	3560 LAN Switch	LDMHS	LDMHSSw1	FDO1135061P
500	500 LAN Switch	LDMHS	LDMHSSw2	FOC1135Z77F
AIR1131	Wireless Access Point	LDMHS	LDMHSAP1	FTX1139T1J1
AIR1310	Wireless Bridge	LDMHS	LDMHSWB1	FTX1137U024
AIR1310	Wireless Bridge	LDMHS	LDMHSWB2	FTX1137U023
Frederick Douglas MS				
2811ISR	2811 Router	FDMS	FDAHSRt	FTX1137A16J
3560-24	LAN Switch	FDMS	FDAHSSw1	FDO1135Z8BE
AIR1131	Wireless Access Point	FDMS	FDAHSAP1	FTX1139T1J3
AIR1131	Wireless Access Point	FDMS	FDAHSAP2	FTX1139T1H6

Coverage: Provide options for 1 and 3 year Basic Maintenance on hardware only with next business day onsite support for:

Cisco Network Extended Warranty - SMARTnet
Extended Warranty for CallManager/Unity/Voice CORE
Maintenance Support for Network Equipment

Maintenance Logs are required to be kept by the service provider and sent to school quarterly (please include a sample log).

Please note: The following products and services **are NOT eligible**:

1. On-site technical support (*i.e.*, contractor duty station at the applicant site) when off-site technical support can provide basic maintenance on an as-needed basis.
2. Services such as network management and 24-hour network monitoring.
3. Help desks that provide a comprehensive level of support beyond basic maintenance of only eligible components.
4. Technical support contracts that are more than basic maintenance.
5. End User Equipment (PCs and Phones).

Eligible basic maintenance does not include services to maintain ineligible equipment, to enhance the utility of equipment beyond the transport of information, or to provide diagnostic services in excess of those necessary to maintain the equipment's ability to transport information.

Required: 8x5xNBD extended warranty service on all existing hardware
A block of hours for general Basic Maintenance

Proposed agreements or contracts offered **must** specifically identify the eligible components covered, including location deployed, product name, and make/model number.

Two proposals are sought for Basic Maintenance, one for existing network equipment, and one for new equipment requested or proposed by this RFP.

Service Provider Instructions

Service Provider RFP Response Cover Sheet:

Service Provider must complete the Service Provider Authorized Response on the following page and include it as the first page of the Service Provider response. Bids submitted without a Service Provider Authorized Response Cover Sheet may not be evaluated.

In addition to the Service Provider Quote Cover Sheet, please include all relevant documentation to include, but not limited to: Scope of Work, Authorized Master Service Agreement, Detail Line Item Pricing, Taxes, Surcharges, and/or Maintenance Service Agreement, etc.

A proposed agreement or contract **must** specifically identify the eligible components covered, including product name, model number, and location.

Service Provider Evaluation:

Factor	Value (1-5)	Weight	Score
Price of the ELIGIBLE goods and Services		30%	0.00
Prior Experience		20%	0.00
Personnel and Management Qualifications and Capability		20%	0.00
Other Cost Factors (Ineligible Goods and Services)		20%	0.00
Local Vendor		10%	0.00
Total		100%	0.00

Note: The above worksheet is available for download – please visit: http://www.adsadsi.com/rfp_fy13.htm.

Service Provider RFP Response:

Item 21s, by location or entity number, must be included with the Service Provider response. All Service Provider responses without Item 21 attachments shall be considered incomplete and NOT considered. A sample and interactive worksheet is attached on the next page. Make and Model Numbers must be included on the Item 21 Attachments for Eligible Products and Services. Eligible Products and Services must be clearly separated from any and all Ineligible Products and Services.

Successful Bidder shall provide a complete inventory upon project completion. All Invoices must cross reference the Inventory Documentation provided.

All bids must be submitted in sealed envelopes (appropriately marked) and sent via email to: ICEF@adsadsi.com with the 470 Number in the subject line. Please submit bids in either Microsoft Office Format (.doc, .xls, etc.) or Adobe .pdf files. Facsimile, telegraphic or mailgram offer(s) shall be rejected and not considered.

By submitting a response, Service Provider Agrees to all Terms and Conditions contained within. If Service Provider's response is selected, Inner City Education Foundation shall award ICEF20091001120241 to Service Provider and authorize this cover page - creating a contract. If required, an authorized and dated Service Provider Contract is encouraged to be submitted with the Service Provider's response. All signatures MUST be original.

Service Provider Terms, Conditions and/or additional Contracts:

In order to be considered for award any and all terms, conditions and, or contracts required by the Service Provider must be signed, dated and submitted with the RFP Response.

All Priority 2 Basic Maintenance agreements or contracts must specifically identify the eligible components covered, including product name, model number, and location.

Invoicing the Universal Services Administrative Company (USAC):

The Service Provider will be responsible for invoicing USAC by using the Service Provider Invoice (SPI) methodology. Inner City Education Foundation shall be responsible for their share.

Contracts:

FCC rules require that an applicant sign a contract with the service provider before signing and submitting a completed *Services Ordered and Certification Form* (Form 471). Consequently, all Contracts, Statements, of Work, and/or Service Agreements must be submitted with this response with a handwritten signature and date. Countersigned documents may be provided after the Funding Commitment Decision Letters are issued by the Schools and Libraries Division of the Universal Services Administrative Company.

Inner City Education Foundation
 Item 21 for 470 975380000775615

Location: _____
 Category of Service: Internal Connections Basic Maintenance of Internal Connections Both

Narative:	
Additional Information:	

Quantity	Product Description (please include Make and Model when appropriate)	Unit Cost	Extended Eligible Pre-discount Cost		Extended Ineligible Pre-discount Cost	
			Eligible Recurring Cost	Eligible Non-Recurring Cost	Ineligible Recurring Cost	Ineligible Non-Recurring Cost
Totals:		\$ -	\$ -	\$ -	\$ -	\$ -

Note: The above worksheet is available for downloaded – please visit: http://www.adsadsi.com/rfp_fy13.htm.

Service Provider Authorized Response

This form must be completed and returned with RFP response.

Form 470 Number:	97538000775615
General Description:	Internal Connections
RFP Number:	ICEF20091001120241
RFP Due Date:	2010-02-03 at 2:00P.M. (PST)
Allowable Contract Date:	<u>2010-02-03</u>
Term:	Funding Year 2010 (July 1, 2010 thru June 30, 2011)

Service Provider Name:	
Service Provider Address:	
Service Provider City, State and Zip:	
Service Provider Contact Name:	
Service Provider Contact Phone Number:	
Service Provider Contact FAX Number:	
Service Provider Contact Email Address:	
State Tax Number(s):	
Federal Tax Identification Number:	
Service Provider SPIN:	

By submitting an authorized response, Service Provider Agrees to all Terms and Conditions contained within. If additional Terms, Conditions or contracts are required please submit a signed copy within the RFP Response.

If Service Provider's response is selected, Inner City Education Foundation shall award ICEF20091001120241 to Service Provider and authorize this cover page - creating a contract. If required, an authorized and dated Service Provider Contract is encouraged to be submitted with the Service Provider's response. All signatures MUST be original.

Internal Connections (including Basic Maintenance) Pricing must be included with the Bidder response in the form of an ITEM 21 – by location. All Service Provider responses without Item 21 attachments shall be considered incomplete and may NOT be considered. Make and Model Numbers must be included on the Item 21 Attachments and all agreements. Eligible Products and Services must be clearly separated from any and all Ineligible Products and Services.

All invoices must cross reference the Bidder provided Inventory Documentation.

The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). To qualify as a Service Provider, your organization must be able to produce a valid SPIN (Service Provider Identification Number). If your organization does not currently have a valid SPIN and wishes to submit a response to this RFP, please visit: <http://www.universalservice.org/sl/providers/step01/> and obtain a SPIN prior to submitting a bid for consideration.

 Service Provider Authorized Signature (Original)
 Please do not submit with an electronic signature

 Date of Service Provider Signature

 ICEF Authorized Signature

 Date of ICEF Signature