

# Request for Proposal

Eligible Entity:	Entity Name: Inner City Education Foundation Primary Address: 5150 West Goldleaf Circle, Suite 401 Los Angeles, CA 90056
General Description:	01/27/2012
RFP Number:	ICEF20110926132215
470 Number:	488130000940825
470 Post Date:	01/30/2012
New RFP Due Date:	03/09/2012 at 2:00P.M. local standard time
Billed Entity Number:	16045041
Email Address:	<a href="mailto:ICEF@adsadsi.com">ICEF@adsadsi.com</a>

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 ("RFP") that include or require a demonstration shall not be considered.

**Questions and Service Provider Responses MUST be received via email at: [ICEF@adsadsi.com](mailto:ICEF@adsadsi.com). Responses shall NOT be given to questions posed within 5 business days of the due date. 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.

PREQUALIFICATION: None Required  
MANDATORY JOB WALK: None  
BID MARKING: 488130000940825  
PLACE OF BID RECEIPT: Inner City Education Foundation  
Attn: 488130000940825  
5150 West Goldleaf Circle, Suite 401  
Los Angeles, CA 90056  
METHOD OF BID RECEIPT: E-mail, Personal delivery, courier, or mailed via United States Postal Service.  
**Late offers shall not be considered.**

To perform the work required by this RFP, the winning Bidder must provide a valid Service Provider Identification Number (SPIN) and be licensed in accordance with all applicable rules and regulations, including Local and State Law.

**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).**

It is intended to award all of the services sought within this RFP to either one or multiple Bidders – as appropriate.

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

**REFERENCES:**

Bidder shall provide references that demonstrate successfully Funded E-Rate Projects from recent Funding Years. In addition, please indicate the number of positive Funding Commitment Decision Letters that applicants have received for your company's services. Applicant Name, Entity Number, and Individual Contact Information is requested for all references provided.

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.

**ADS Advanced Data Services, Inc. role is to assist with the E-Rate Application Process:**

**ADS Advanced Data Services, Inc. does not evaluate Service Provider Service Offerings – The applicant is responsible for selecting all Service Providers. ADS shall not recommend Service Providers.**

All information is provided on the 470, to include applicant type, service locations, addresses, and service NPA/NXXs.

If you have a proposal, or optional packages, please provide details and the eligible applicant shall evaluate all options to select a winner. Pricing specific to the applicant's requirements must be included for an evaluation to be completed. Please make sure any required Contracts or Statements of Work are authorized and included in your response.

All correspondence must be submitted in writing to the email address listed on the Form 470. No phone calls please.

If the applicant has a question on your service offering, terms, and/or pricing, clarification shall be sought.

## **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](mailto: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, 2012.

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 Manger 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).

## **Installation Locations Specifics**

**Please include any proposed Shipping, Project Management, Engineering, Installation, Activation, Configuration and/or Documentation Costs on individual line items.**

**Please include optional Training for system operation and general maintenance at time of installation.**

## **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: No sooner than July 1, 2012

Installation and Configuration Options 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.

All provided equipment lists are simply proposed to give service providers a better understanding of the project requirements. ICEF seeks a solution that is compatible with the existing network infrastructure. The proposed solution must provide functionality similar to the functionality of the equipment in provided equipment list. All components, connectors, couplers, jacks, panels, raceways, conduit, faceplates, wire managers, and patch cables necessary to transport information, cables to interconnect components, modules, licenses, and cable system costs must be provided in the response.

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.

### **Network Equipment (Data Distribution):**

- Options for up to 15 – 48 port Manageable Gigabit POE switches with up to 10 Gbps switching throughput with QoS functionality, minimum 4 fiber ports, at least 2 expansion slots, and be interoperable within our Cisco Network – multiple configurations may be submitted.
- Options for up to 30 – 24 port Manageable Gigabit POE switches with up to 10 Gbps switching throughput with QoS functionality, minimum 2 fiber ports, at least 2 expansion slots, and be interoperable within our Cisco Network – multiple configurations may be submitted.

### **Server (for DNS and DHCP):**

- Up to 8 Servers with minimum processor speed of 2.5GHz, minimum 16GB of RAM, and 3 500GB hot swappable 7200 SATA hard drives with Gigabit Ethernet connectivity
- Servers must be rack mountable and have at least 4 slots for hard drives.
- Please include standard peripheral devices such as but not limited to a DVD-RW, power cord, Mouse, Keyboard and Monitor
- MS 2008 Server Software or similar/better
- VMWARE - Academic VMware vSphere 4 Standard for 1 processor or similar/better

### **Cabling and Connections:**

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 drop from an IDF/MDF to an existing mounted box
- Cabling (to include connectors, couplers, jacks, panels, faceplates, conduit and raceways) – Up to 300 Voice and Data Cat6 Drops
- Racks /Cabinets
  - Up to 3 Wall mount Cabinets, 24"H x 20"D, accessible from front and rear to rack 19" gear (may have option to lock).
  - Up to 3 Cabinets, 6' or 7'H x 20"D, accessible from front and rear to rack 19" gear (may have option to lock).
  - Up to 3 Horizontal Cable Managers – 19"
  - Up to 3 Heavy Duty Pivoting Panels and Wiring Managers/Patch Panels – 19"
  - Up to 3 Fire Rated pieces of Plywood and mounting hardware
- Up to 10 packages of 160' of Cable Raceways / Risers / Runways, associated cable run hardware (such as wall brackets & support kits)
- Up to 500 Wood Anchors w/ 4" loop
- CAT 6 cabling and all connectors and terminating components, at minimum:
  - Up to 18) 1000' rolls of Cat6 Cable
  - Up to 600) Jack Modules, Mount Boxes, Faceplates, and Labeling
  - Up to 900) RJ-45 Ends
  - Up to 300) 3' patch cords
  - Up to 300) 5' patch cords
  - Up to 300) 12' patch cords

### **Potential Move of VPMS -6<sup>th</sup> (EN: 16045048)**

- 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)
  - 48 port switches
- Options for 1 – 48 port Manageable Gigabit POE switches with up to 10 Gbps switching throughput with QoS functionality, minimum 4 fiber ports, at least 2 expansion slots, and be interoperable within our Cisco Network – multiple configurations may be submitted.
- Options for up to 3 – 24 port Manageable Gigabit POE switches with up to 10 Gbps switching throughput with QoS functionality, minimum 2 fiber ports, at least 2 expansion slots, and be interoperable within our Cisco Network – multiple configurations may be submitted.
- Up to 10 Wireless Access Points to interface with existing Cisco or Meraki solutions already deployed (or similar/better)
- Up to 4 Rack Mount UPS – 750V

**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://adsadsi.com/rfp\\_year\\_15.shtml](http://adsadsi.com/rfp_year_15.shtml).**

In the FCC’s *Sixth Report and Order* (FCC 10-175), the FCC included the following information on unbundled warranties and Basic Maintenance of Internal Connections (“BMIC”):

- We find that an unbundled warranty is an ineligible BMIC service because it is purchased as a type of retainer and not as an actual maintenance service. That is, BMIC contracts that require an upfront payment and that payment is required regardless of whether any service is actually performed are not eligible.
- ...if applicants are able to estimate a certain number of hours per year for maintenance, based on the current life of their equipment and a history of needed repairs and upkeep, they may seek E-rate funds for upfront costs on service contracts designed to cover this estimate of repairs and upkeep. Reimbursements will be paid on the actual work performed and hours used only. For example, if a school determines it will need 30 service hours in a given year to maintain its internal connections but uses only 20 hours, the school will be reimbursed only for 20 hours even if they were approved for E-rate funds on 30 hours.

The *Sixth Report and Order* deems unbundled warranties ineligible for support beginning with Funding Year 2011. Applicants cannot simply cost-allocate out the ineligible portion because the Commission’s rules do not allow applicants to receive support for services in a basic maintenance contract that contains both eligible and ineligible services. See paragraph 24 of the *Third Report and Order*, CC Docket No. 02-6, FCC 03-323 (2003).

Software downloads, bug fixes, and access to a technical assistance center may be eligible.

**For additional information on the changes to the eligibility of basic maintenance contracts and other changes to the E-rate program you can refer to the following documents:**

- *Sixth Report and Order* (FCC 10-175)

- Order DA 10-2355, clarifying the eligibility of basic maintenance and the new E-rate gift rules adopted in the Sixth Report and Order
- Public Notice DA 10-2356, providing further guidance to E-rate participants, listing effective dates of the proposals adopted in the Sixth Report and Order, and answering Frequently Asked Questions (FAQs).
- *Third Report and Order* (FCC 03-323)

**Please make sure any required Contracts or Statements of Work are authorized and included in your response.**

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 (Equipment not eligible for E-Rate reimbursement shall not be covered under this agreement):**

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.

**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 on UPS systems are not requested or required.

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

**Requested Services:**

- Service Provider Authorized Basic Maintenance for all listed eligible Equipment.
- Proposal may include a block of hours for Basic Maintenance – minimum of 10 hours per month requested.
- Proposed agreements or contracts offered **must** specifically identify the eligible components covered, including location deployed, product name, and make/model number.

**Provide Basic Maintenance options on Network Equipment and Servers as sought above.**

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

- 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.
- Services such as network management and 24-hour network monitoring.
- Help desks that provide a comprehensive level of support beyond basic maintenance of only eligible components.
- Technical support contracts that are more than basic maintenance.
- 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.

**Proposed agreements/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:**

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).

**Requested Services:**

- Service Provider Authorized Basic Maintenance for all listed eligible Equipment.
- Proposal may include a block of hours for Basic Maintenance – minimum of 40 hours per month requested.
- Proposed agreements or contracts offered **must** specifically identify the eligible components covered, including location deployed, product name, and make/model number.

**Provide Basic Maintenance options on the following:**

Manufacturer	Manufacturer Part	Item #	Description	Location
BARRACUDA	BNGF800a1	U SRW 08819153	NG FIREWALL F800	DO
CISCO	3560-24	CAT1031RHX2	LAN Switch	DO
CISCO	3560-25	CAT1031RHE2	LAN Switch	DO
CISCO	3825ISR	FTX1033A228	Router, CCME & CUE	DO
CISCO	AIR1131	FTX1035T0XB	Wireless Access Point	DO
CISCO	AIR-AP1131AG-A-K9	FTX1035T0XB	Wireless Access Point	DO
CISCO	Cisco 7204VXR	36403798	WAN Router	DO
CISCO	CP-7920	SFOC10482GAJ	Wireless IP Handheld	DO
CISCO	CP-7961G	FCH10178S7N	6 Button IP Phone with side car	DO
CISCO	MCS	7800	Phone Server	DO
CISCO	MCS	7800	Phone Server	DO
CISCO	MCS	7800	Phone Server	DO
CISCO	WS-C3560-24PS-S	CAT1031RHX2	3560 LAN Switch	DO
CISCO	WS-C3560-24PS-S	CAT1049RHE2	3560 LAN Switch	DO
CISCO	WS-C3560-24PS-S	FDO1221Z3QJ	3560 LAN Switch	DO
CISCO	VWDHSLM248PT-NA	U NET 06379482DH	SF200-48P 48-PORT 10/100 POE	DO
CISCO	VWIMSLM224PT-NA	U NET 06394914IM	SF200-24P SLM224PT-NA 24PORT	DO
HP CPU	VWCEUE894E	N SRW 03692469CE	S-BUY 3Y 4H24X7 PROLIANT DL38X HWSUPP	DO
HP CPU	VWSY593339-S21	U RAM 05935632SY	HP S-BUY 4GB 1RX4 PC3-10600R-9 KIT	DO
HP CPU	VWTD507750-S21	P DRI 06227170TD	500GB 7.2K HD SATA 3G-DP HPL 2.5 SFF SB	DO
HP CPU	VWTD643413-S01	P CPU 06509108TD	DL380 G7 X5660 1P 4GB-R-RPS SVR SBY	DO

MERAKI	MR24-HW	U WIR 08288562	MR24 CLOUD-MANAGED ACCESS POINT	DO
MICROSOFT	P72-04203	P ACL 07918171	AE WIN SVR ENT 2008R2 SGL	DO
CISCO	AIR-AP1131AG-A-K9	FTX1140T1KN	Wireless Access Point	FDES
CISCO	AIR-AP1131AG-A-K9	FTX1139T1HF	Wireless Access Point	FDES
CISCO	Cisco 2811	FTX1137A16W	2811 Router	FDES
CISCO	WS-C3560-24PS-S	FDO1135Z8AM	3560 LAN Switch	FDES
HP CPU	VWCEUE894E	N SRW 03692469CE	S-BUY 3Y 4H24X7 PROLIANT DL38X HWSUPP	FDES
HP CPU	VWIM587491-B21	U ACE 05933587IM	X5660 2.8G DL380 G6/G7 KIT	FDES
HP CPU	VWSY593339-S21	U RAM 05935632SY	HP S-BUY 4GB 1RX4 PC3-10600R-9 KIT	FDES
HP CPU	VWTD507750-S21	P DRI 06227170TD	500GB 7.2K HD SATA 3G-DP HPL 2.5 SFF SB	FDES
HP CPU	VWTD643413-S01	P CPU 06509108TD	DL380 G7 X5660 1P 4GB-R-RPS SVR SBY	FDES
MERAKI	MR24-HW	U WIR 08288562	MR24 CLOUD-MANAGED ACCESS POINT	FDES
MICROSOFT	P72-04203	P ACL 07918171	AE WIN SVR ENT 2008R2 SGL	FDES
PANOLOGIC	PANO-PACEDU-30-NA	U CPU 08812566	PANO EXPRESS FOR EDUCATION PROVIDES A F	FDES
CISCO	2811ISR	FTX1106A5PX	Router, CCME & CUE	FDHS
CISCO	Cisco 2811	FTX1232A0XY	2811 Router	FDHS
CISCO	3560-24	CAT1051NN0U	LAN Switch	FDHS
CISCO	3560-24	FDO1135Z8BE	LAN Switch	FDHS
CISCO	AIR1131	FTX1106A5PX	Wireless Access Point	FDHS
CISCO	AIR1131	FTX1040T1G7	Wireless Access Point	FDHS
CISCO	AIR-AP1131AG-A-K9	FTX1218N2U9	Wireless Access Point	FDHS
CISCO	AIR-AP1131AG-A-K9	FTX1218N2UA	Wireless Access Point	FDHS
CISCO	WS-C3560-24PS-S	FDO1221Z3RB	3560 LAN Switch	FDHS
CISCO	WS-C3560-24PS-S	FDO1221X1HR	3560 LAN Switch	FDHS
CISCO	WS-C3560-24PS-S	FDO1220X21D	3560 LAN Switch	FDHS
CISCO	WS-C3560-24PS-S	FDO1221Y1LE	3560 LAN Switch	FDHS
CISCO	2811ISR	FTX1106A5PS	Router, CCME & CUE	FDMS
CISCO	2811ISR	FTX1137A16J	2811 Router	FDMS
CISCO	3560-24	CAT1051RNT7	LAN Switch	FDMS



CISCO	AIR1131	FTX1139T1J3	Wireless Access Point	FDMS
CISCO	AIR1131	FTX1139T1H6	Wireless Access Point	FDMS
CISCO	AIR-AP1131AG-A-K9	FTX1218N2XQ	Wireless Access Point	FDMS
CISCO	AIR-AP1131AG-A-K9	FTX1218N2XS	Wireless Access Point	FDMS
CISCO	WS-C3560-48PS-S	FDO1222Y0GM	3560 LAN Switch	FDMS
CISCO	WS-C3560-48PS-S	FDO1222Y0H1	3560 LAN Switch	FDMS
CISCO	WS-C3560-48PS-S	FDO1222Y0E1	3560 LAN Switch	FDMS
CISCO	WS-C3560-48PS-S	FDO1222Y0FJ	3560 LAN Switch	FDMS
HP CPU	VWCEUE894E	N SRW 03692469CE	S-BUY 3Y 4H24X7 PROLIANT DL38X HWSUPP	IIES
HP CPU	VWSY593339-S21	U RAM 05935632SY	HP S-BUY 4GB 1RX4 PC3-10600R-9 KIT	IIES
HP CPU	VWTD507750-S21	P DRI 06227170TD	500GB 7.2K HD SATA 3G-DP HPL 2.5 SFF SB	IIES
HP CPU	VWTD643413-S01	P CPU 06509108TD	DL380 G7 X5660 1P 4GB-R-RPS SVR SBY	IIES
MERAKI	MR24-HW	U WIR 08288562	MR24 CLOUD-MANAGED ACCESS POINT	IIES
MICROSOFT	P72-04203	P ACL 07918171	AE WIN SVR ENT 2008R2 SGL	IIES
PANOLOGIC	PANO-PACEDU-30-NA	U CPU 08812566	PANO EXPRESS FOR EDUCATION PROVIDES A F	IIES
HP CPU	VWCEUE894E	N SRW 03692469CE	S-BUY 3Y 4H24X7 PROLIANT DL38X HWSUPP	IIMS
HP CPU	VWSY593339-S21	U RAM 05935632SY	HP S-BUY 4GB 1RX4 PC3-10600R-9 KIT	IIMS
HP CPU	VWTD507750-S21	P DRI 06227170TD	500GB 7.2K HD SATA 3G-DP HPL 2.5 SFF SB	IIMS
HP CPU	VWTD643413-S01	P CPU 06509108TD	DL380 G7 X5660 1P 4GB-R-RPS SVR SBY	IIMS
MERAKI	MR24-HW	U WIR 08288562	MR24 CLOUD-MANAGED ACCESS POINT	IIMS
MICROSOFT	P72-04203	P ACL 07918171	AE WIN SVR ENT 2008R2 SGL	IIMS
PANOLOGIC	PANO-PACEDU-30-NA	U CPU 08812566	PANO EXPRESS FOR EDUCATION PROVIDES A F	IIMS
CISCO	AIR-AP1131AG-A-K9	FTX1040T1H6	Wireless Access Point	IVES
CISCO	Cisco 2811	FTX1106A5PX	2811 Router	IVES
CISCO	WS-C3560-24PS-S	CAT1051NN0U	3560 LAN Switch	IVES
HP CPU	VWCEUE894E	N SRW 03692469CE	S-BUY 3Y 4H24X7 PROLIANT DL38X HWSUPP	IVES
HP CPU	VWSY593339-S21	U RAM 05935632SY	HP S-BUY 4GB 1RX4 PC3-10600R-9 KIT	IVES
HP CPU	VWTD507750-S21	P DRI 06227170TD	500GB 7.2K HD SATA 3G-DP HPL 2.5 SFF SB	IVES
HP CPU	VWTD643413-S01	P CPU 06509108TD	DL380 G7 X5660 1P 4GB-R-RPS SVR SBY	IVES

MERAKI	MR24-HW	U WIR 08288562	MR24 CLOUD-MANAGED ACCESS POINT	IVES
MICROSOFT	P72-04203	P ACL 07918171	AE WIN SVR ENT 2008R2 SGL	IVES
PANOLOGIC	PANO-PACEDU-30-NA	U CPU 08812566	PANO EXPRESS FOR EDUCATION PROVIDES A F	IVES
HP CPU	VWCEUE894E	N SRW 03692469CE	S-BUY 3Y 4H24X7 PROLIANT DL38X HWSUPP	IVMS
HP CPU	VWSY593339-S21	U RAM 05935632SY	HP S-BUY 4GB 1RX4 PC3-10600R-9 KIT	IVMS
HP CPU	VWTD507750-S21	P DRI 06227170TD	500GB 7.2K HD SATA 3G-DP HPL 2.5 SFF SB	IVMS
HP CPU	VWTD643413-S01	P CPU 06509108TD	DL380 G7 X5660 1P 4GB-R-RPS SVR SBY	IVMS
MERAKI	MR24-HW	U WIR 08288562	MR24 CLOUD-MANAGED ACCESS POINT	IVMS
MICROSOFT	P72-04203	P ACL 07918171	AE WIN SVR ENT 2008R2 SGL	IVMS
CISCO	AIR-BR1310G-A-K10	FTX1137U023	Wireless Bridge	LDES
CISCO	AIR-BR1310G-A-K9	FTX1137U024	Wireless Bridge	LDES
CISCO	3560-24	FOC1135Z77F	LAN Switch	LDES
CISCO	AIR-AP1131AG-A-K9	FTX1139T1J1	Wireless Access Point	LDES
CISCO	Cisco 2811	FTX1137A169	2811 Router	LDES
CISCO	WS-C3560-24PS-S	FDO1135Z8BB	3560 LAN Switch	LDES
HP CPU	VWCEUE894E	N SRW 03692469CE	S-BUY 3Y 4H24X7 PROLIANT DL38X HWSUPP	LDES
HP CPU	VWSY593339-S21	U RAM 05935632SY	HP S-BUY 4GB 1RX4 PC3-10600R-9 KIT	LDES
HP CPU	VWTD507750-S21	P DRI 06227170TD	500GB 7.2K HD SATA 3G-DP HPL 2.5 SFF SB	LDES
HP CPU	VWTD643413-S01	P CPU 06509108TD	DL380 G7 X5660 1P 4GB-R-RPS SVR SBY	LDES
MERAKI	MR24-HW	U WIR 08288562	MR24 CLOUD-MANAGED ACCESS POINT	LDES
MICROSOFT	P72-04203	P ACL 07918171	AE WIN SVR ENT 2008R2 SGL	LDES
PANOLOGIC	PANO-PACEDU-30-NA	U CPU 08812566	PANO EXPRESS FOR EDUCATION PROVIDES A F	LDES
CISCO	2811ISR	FTX1137A169	2811 Router	LDHS
CISCO	3560-24	FDO1135061P	LAN Switch	LDHS
CISCO	3560-24	FOC1135Z77F	LAN Switch	LDHS
CISCO	AIR1131	FTX1139T1J1	Wireless Access Point	LDHS
CISCO	AIR1310	FTX1137U024	Wireless Bridge	LDHS
CISCO	AIR1310	FTX1137U023	Wireless Bridge	LDHS
CISCO	AIR-AP1131AG-A-K9	FTX1218N2XN	Wireless Access Point	LDHS

CISCO	AIR-AP1131AG-A-K9	FTX1218N2WH	Wireless Access Point	LDHS
CISCO	AIR-AP1131AG-A-K9	FTX1218N2WL	Wireless Access Point	LDHS
CISCO	AIR-AP1131AG-A-K9	FTX1218N2X7	Wireless Access Point	LDHS
CISCO	Cisco 2811	FTX1232A0XU	2811 Router	LDHS
CISCO	WS-C3560-24PS-S	FDO1220X2J4	3560 LAN Switch	LDHS
CISCO	WS-C3560-24PS-S	FDO1221Z3QJ	3560 LAN Switch	LDHS
CISCO	WS-C3560-24PS-S	FDO1221Y4K5	3560 LAN Switch	LDHS
CISCO	WS-C3560-24PS-S	FDO1221Z3S0	3560 LAN Switch	LDHS
CISCO	WS-C3560-48PS-S	FDO1222Y0EB	3560 LAN Switch	LDHS
CISCO	WS-C3560-48PS-S	FDO1222Y0FB	3560 LAN Switch	LDHS
CISCO	WS-C3560-48PS-S	FDO1222Y0F8	3560 LAN Switch	LDHS
CISCO	WS-C3560-48PS-S	FDO1222Y0AX	3560 LAN Switch	LDHS
CISCO	AIR-AP1131AG-A-K9	FTX1139T1H6	Wireless Access Point	TMMS
CISCO	AIR-AP1131AG-A-K9	FTX1139T1J3	Wireless Access Point	TMMS
CISCO	Cisco 2811	FTX1137A16J	2811 Router	TMMS
CISCO	WS-C3560-24PS-S	FDO1135Z8BE	3560 LAN Switch	TMMS
HP CPU	VWCEUE894E	N SRW 03692469CE	S-BUY 3Y 4H24X7 PROLIANT DL38X HWSUPP	TMMS
HP CPU	VWSY593339-S21	U RAM 05935632SY	HP S-BUY 4GB 1RX4 PC3-10600R-9 KIT	TMMS
HP CPU	VWTD507750-S21	P DRI 06227170TD	500GB 7.2K HD SATA 3G-DP HPL 2.5 SFF SB	TMMS
HP CPU	VWTD643413-S01	P CPU 06509108TD	DL380 G7 X5660 1P 4GB-R-RPS SVR SBY	TMMS
MERAKI	MR24-HW	U WIR 08288562	MR24 CLOUD-MANAGED ACCESS POINT	TMMS
MICROSOFT	P72-04203	P ACL 07918171	AE WIN SVR ENT 2008R2 SGL	TMMS
PANOLOGIC	PANO-PACEDU-30-NA	U CPU 08812566	PANO EXPRESS FOR EDUCATION PROVIDES A F	TMMS
CISCO	AIR-BR1310G-A-K9	FTX1032U0NH	Wireless Bridge	VPESK-3
CISCO	AIR-BR1310G-A-K9	FTX1032U0MW	Wireless Bridge	VPESK-3
CISCO	2811ISR	FTX1024A42K	Router, CCME & CUE	VPESK-3
CISCO	3560-24	CAT1032NG44	LAN Switch	VPESK-3
CISCO	3560-24	CAT1031NKBG	LAN Switch	VPESK-3
CISCO	AIR1131	FTX1032T12G	Wireless Access Point	VPESK-3
CISCO	AIR1131	FTX1032T12L	Wireless Access Point	VPESK-3

CISCO	AIR1310	FTX1032U0NH	Wireless Bridge	VPESK-3
CISCO	AIR1310	FTX1032U0MW	Wireless Bridge	VPESK-3
CISCO	AIR-AP1131AG-A-K9	FTX1032T12G	Wireless Access Point	VPESK-3
CISCO	AIR-AP1131AG-A-K9	FTX1032T12L	Wireless Access Point	VPESK-3
CISCO	Cisco 2811	FTX1024A42K	2811 Router	VPESK-3
CISCO	WS-C3560-24PS-S	CAT1032NG44	3560 LAN Switch	VPESK-3
CISCO	WS-C3560-24PS-S	CAT1031NKBG	3560 LAN Switch	VPESK-3
CISCO	2811ISR	FTX1036A226	Router, CCME & CUE	VPES4-5
CISCO	3560-24	CAT1031RHXS	LAN Switch	VPES4-5
CISCO	AIR1131	FOC1033490D	Wireless Access Point	VPES4-5
CISCO	AIR-AP1131AG-A-K9	FTX1035T0YY	Wireless Access Point	VPES4-5
CISCO	Cisco 2811	FTX1036A226	2811 Router	VPES4-5
CISCO	WS-C3560-24PS-S	CAT1031RHXS	3560 LAN Switch	VPES4-5
CISCO	AIR-AP1131AG-A-K9	FTX1040T1G7	Wireless Access Point	VPMS6
CISCO	Cisco 2811	FTX1106A5PS	2811 Router	VPMS6
CISCO	WS-C3560-24PS-S	CAT1051RNT7	3560 LAN Switch	VPMS6
CISCO	2811ISR	FTX1101A3LW	Router, CCME & CUE	VPMS7-8
CISCO	3560-24	FTX1101A3LW	LAN Switch	VPMS7-8
CISCO	AIR1130	FTX1108T2D2	Wireless Access Point	VPMS7-8
CISCO	AIR-AP1131AG-A-K9	FTX1108T2D2	Wireless Access Point	VPMS7-8
CISCO	Cisco 2811	FTX1101A3LW	2811 Router	VPMS7-8
CISCO	WS-C3560-24PS-S	CAT1051RNQ5	3560 LAN Switch	VPMS7-8
CISCO	3560-25	CAT1051RMPV	LAN Switch	VPHS
CISCO	AIR1131	FTX108T2CV	Wireless Access Point	VPHS
CISCO	AIR-AP1131AG-A-K9	FTX1108T2CV	Wireless Access Point	VPHS
CISCO	WS-C3560-24PS-S	CAT1051RNPV	3560 LAN Switch	VPHS
HP CPU	VWCEUE894E	N SRW 03692469CE	S-BUY 3Y 4H24X7 PROLIANT DL38X HWSUPP	VPHS
HP CPU	VWSY593339-S21	U RAM 05935632SY	HP S-BUY 4GB 1RX4 PC3-10600R-9 KIT	VPHS

HP CPU	VWTD507750-S21	P DRI 06227170TD	500GB 7.2K HD SATA 3G-DP HPL 2.5 SFF SB	VPHS
HP CPU	VWTD643413-S01	P CPU 06509108TD	DL380 G7 X5660 1P 4GB-R-RPS SVR SBY	VPHS
MERAKI	MR24-HW	U WIR 08288562	MR24 CLOUD-MANAGED ACCESS POINT	VPHS
MICROSOFT	P72-04203	P ACL 07918171	AE WIN SVR ENT 2008R2 SGL	VPHS
PANOLOGIC	PANO-PACEDU-30-NA	U CPU 08812566	PANO EXPRESS FOR EDUCATION PROVIDES A F	VPHS

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

- 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.
- Services such as network management and 24-hour network monitoring.
- Help desks that provide a comprehensive level of support beyond basic maintenance of only eligible components.
- Technical support contracts that are more than basic maintenance.
- 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.

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

**Multiple proposals are sought for Basic Maintenance, one for existing equipment, and one for new equipment requested by this RFP. If it makes sense to combine your Basic Maintenance Proposals, please do so.**

## **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:**

<b>Factor</b>	<b>Value</b>	<b>Weight</b>	<b>Score</b>
<b>Price of the ELIGIBLE Goods and Services</b>		<b>30%</b>	<b>0</b>
<b>Prior Experience</b>		<b>20%</b>	<b>0</b>
<b>Other cost factors (including price of ineligible goods and services, price of changing providers, price for breaking contract, etc)</b>		<b>20%</b>	<b>0</b>
<b>Personnel/Management Qualifications and Capability</b>		<b>20%</b>	<b>0</b>
<b>Local Vendor</b>		<b>10%</b>	<b>0</b>
<b>Total</b>		<b>100%</b>	<b>0</b>

**Note:** The above worksheet is available for download – please visit: [http://www.adsadsi.com/rfp\\_fy15.htm](http://www.adsadsi.com/rfp_fy15.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](mailto: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 ICEF20110926132215 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):**

Unless otherwise agreed upon, 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 488130000940825

Location: \_\_\_\_\_  
 Category of Service:  Internal Connections  Basic Maintenance of Internal Connections  Both

<b>Narative:</b>	
<b>Additional Information:</b>	

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
<b>Totals:</b>		\$ -	\$ -	\$ -	\$ -	\$ -

Note: The above worksheet is available for downloaded – please visit: [http://www.adsadsi.com/rfp\\_fy15.htm](http://www.adsadsi.com/rfp_fy15.htm).

## Service Provider Authorized Response

This form must be completed and returned with RFP response.

<b>Form 470 Number:</b>	<b>488130000940825</b>
<b>General Description:</b>	<b>01/27/2012</b>
<b>RFP Number:</b>	<b>ICEF20110926132215</b>
<b>RFP Due Date:</b>	<b>03/09/2012 at 2:00P.M. local standard time</b>
<b>Allowable Contract Date:</b>	<b>02/27/2012</b>
<b>Term:</b>	<b>July 1, 2012 thru June 30, 2013 unless otherwise specified</b>

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 ICEF20110926132215 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