

Request for Proposal

Eligible Entity:	Inner City Education Foundation Consortium 5120 West Goldleaf Circle, Suite 350 Los Angeles, CA 90056
General Description:	Basic Maintenance
RFP Number:	ICEF20120628093819IC
470 Number:	571370001120028
470 Post Date:	02/07/2013
RFP Due Date:	03/08/2013 at 11:00 A.M. local standard time
Billed Entity Number:	16045041
E-mail Address:	ICEF@adsadsi.com

Inner City Education Foundation Consortium ("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.

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.

Responses to this Request for Proposal ("RFP") that include or require a demonstration shall not be considered.

Onsite job walks shall not be hosted during the bidding period.

PREQUALIFICATION: None Required
 MANDATORY JOB WALK: None Required
 SEALED BID MARKING: 469230001052054
 PLACE OF SEALED BID RECEIPT: Inner City Education Foundation Consortium
 Attn: James Ray
 5120 West Goldleaf Circle, Suite 350
 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.
 Bids that are only E-mailed shall not be accepted.
 Offers that are E-mailed prior to the bid deadline may not be accepted.

Sealed bids must be delivered to the Applicant as described.

In addition, offers must be delivered to the ICEF@adsadsi.com E-Mail address after the 11AM deadline on 03/08/2013 and before 6PM CST the following day. There shall be no difference between the sealed documents and documents delivered by E-Mail. 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.

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 Consortium 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 the intent 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.

QUESTIONS:

To assure all vendors have the same information **ALL QUESTIONS MUST** be posted to http://adsadsi.com/rfp_year_16.shtml. Please visit the website and click on the RFP/470 Q/A link associated with the applicant's Form 470 Application to submit a question. In addition, please click on the RFP/470 Q/A link associated with this application to review all questions asked and answered. Please remember that questions submitted within 5 business days of bid due date shall not be answered.

If you do not have a question, but would like to stay current with questions asked and answered, please visit the website and click on the RFP/470 Q/A link associated with the applicant's Form 470 Application and submit a request, in the form of a question, to be added to the question and answer distribution list. If you submit a question you are automatically added to the distribution list for updates.

No other method of asking questions is acceptable. Questions asked in any other method than the acceptable method as described above shall not be answered – i.e. questions submitted via text, E-mail, or asked via a telephone, or left on a voicemail shall not be answered.

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.

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 to the process to ask questions. The Service Provider shall not contact or direct inquiries concerning this Solicitation to any employee of ICEF.

Submission of Inquiries. The Purchasing Manager or the person identified in the Solicitation as the contact for inquiries requires that all inquiries to be submitted in writing and via E-mail. 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 inquiries.

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

Job Walk or Pre-Offer Conference. If a Job Walk or 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. An Offer shall be submitted via a sealed bid and after the bid deadline has passed, the offer shall be submitted via E-mail.

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

Sealed bid. For consideration Bidder must submit a Sealed Bid.

E-mail. Each Offer shall be submitted to the submittal E-mail address after the bid deadline.

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 a 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 may be rejected.

Offer Acceptance Period. A Service Provider submitting an Offer under this Solicitation shall hold its Offer open for processing during the E-rate Funding Year for which an application is processed.

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 Manager 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, 2013.

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 Manager who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Purchasing Manager. 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

ICEF is looking to build out three new locations, each shall have the same basic configuration for a 10GE Backbone designed to support 1,000 students in 40 classrooms in a three story building that includes an estimated 940 square foot computer lab. New Technology and Support is extremely important.

Diagram Details:

Page 11: New School, EN 16057226, disregard school name on image, final school name to be determined

Page 12: New School, EN 16057226, disregard school name on image, final school name to be determined

Page 13: New School, EN 16057226, disregard school name on image, final school name to be determined

Page 14: New School, EN 16057226, disregard school name on image, final school name to be determined

Page 15: New Schools, ENs 16057229 and 16057225, disregard school name on image, final school names to be determined

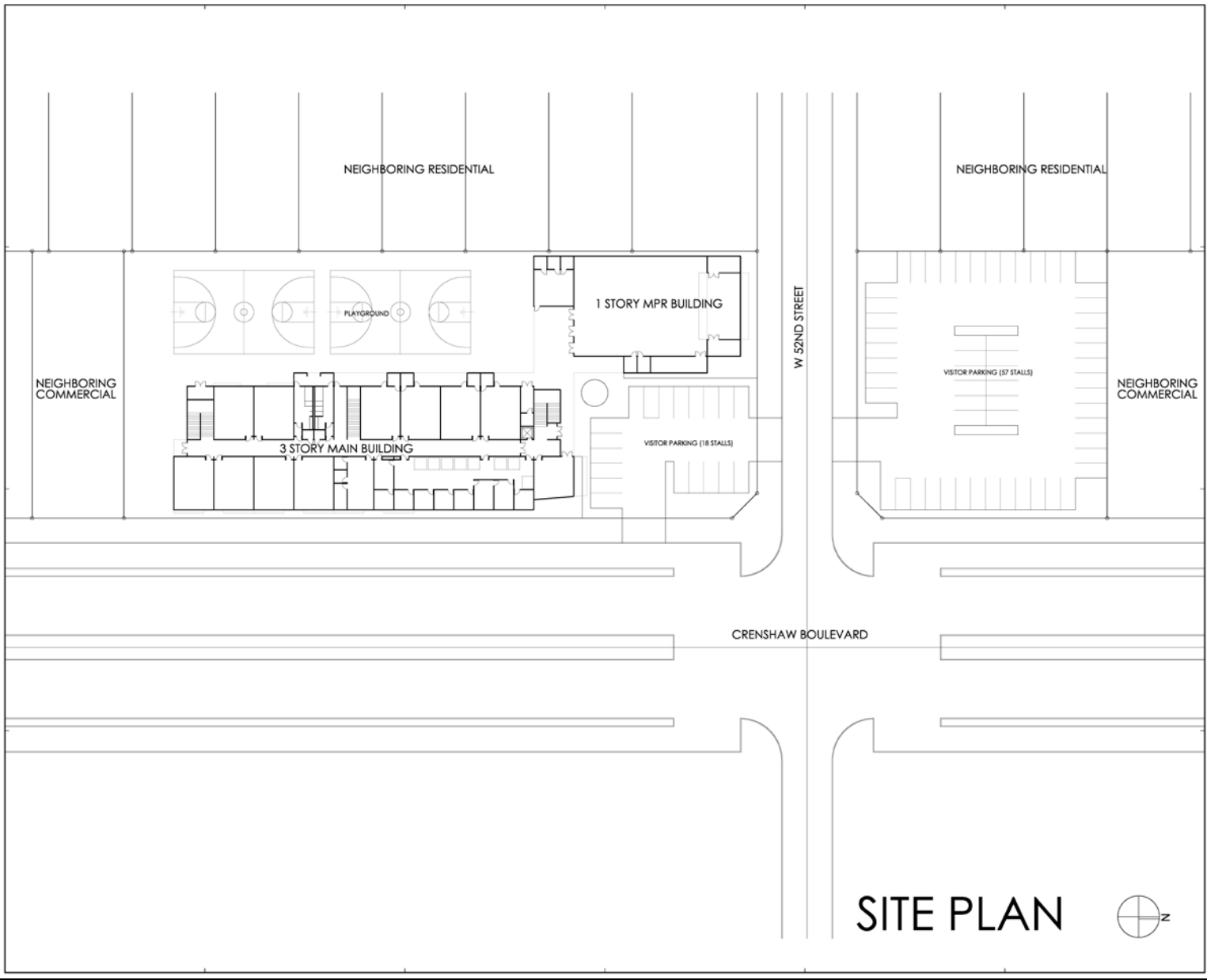
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Page 17: New Schools, ENs 16057229 and 16057225, disregard school name on image, final school names to be determined

Page 18: New Schools, ENs 16057229 and 16057225, disregard school name on image, final school names to be determined

All specifications are meant to provide an example or sense of configuration and similar and/or equivalent equipment is shall be considered.

Please include any proposed Shipping, Project Management, Engineering, Installation, Activation, Configuration and/or Documentation Costs



SITE PLAN



WLC
 Architects, Inc.
RANCHO CUCARAGONA - FULLERTON, SAN ANTONIO
 SOUTHERN CALIFORNIA
 8182 Rochester Avenue, Suite 100
 Poway, California
 California 91730-0729
 Tel: 951-987-0909
 Fax: 951-980-9980

CRENSHAW K8 CAMPUS
 ICEF CHARTER SCHOOLS
 LOS ANGELES, CA



CONSULTANT

DATE: 2/1/13

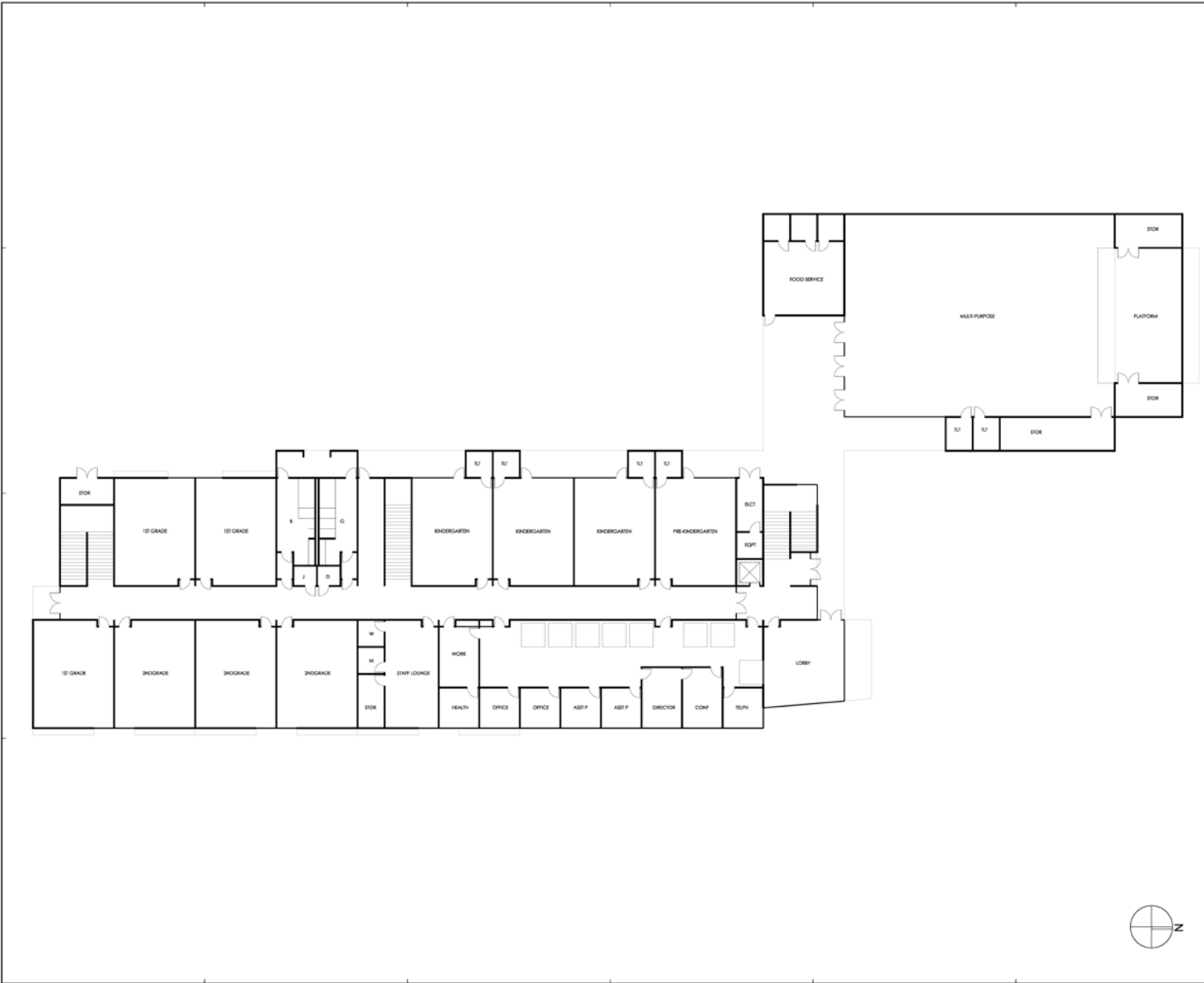
NO	DATE	BY	DESCRIPTION

REVISIONS

DRAWN: _____ CHECKED: _____
 DATE: 2/1/13 SCALE: _____
 PROJECT NUMBER: 80-000

DRAWING NUMBER: A1.0

CRENSHAW K8 CAMPUS
 ICEF CHARTER SCHOOLS
 LOS ANGELES, CA



CONSULTANT

DATE

NO	DATE	BY	DESCRIPTION

REVISIONS

DRAWN: _____ CHECKED: _____
 DATE: 2/1/13 SCALE: _____
 PROJECT NUMBER: 60-000

DRAWING NUMBER



WLC
 Architects, Inc.
 SOUTHERN CALIFORNIA
 8163 Rochester Avenue, Suite 100
 Rancho Cucamonga
 California 91730-0729
 tel: 909-667-0909
 fax: 909-660-9980

LOU DANTZLER MIDDLE SCHOOL
 ICEEF PUBLIC SCHOOLS
 8705 WESTERN AVENUE, LOS ANGELES, CA



CONSULTANT

DATE

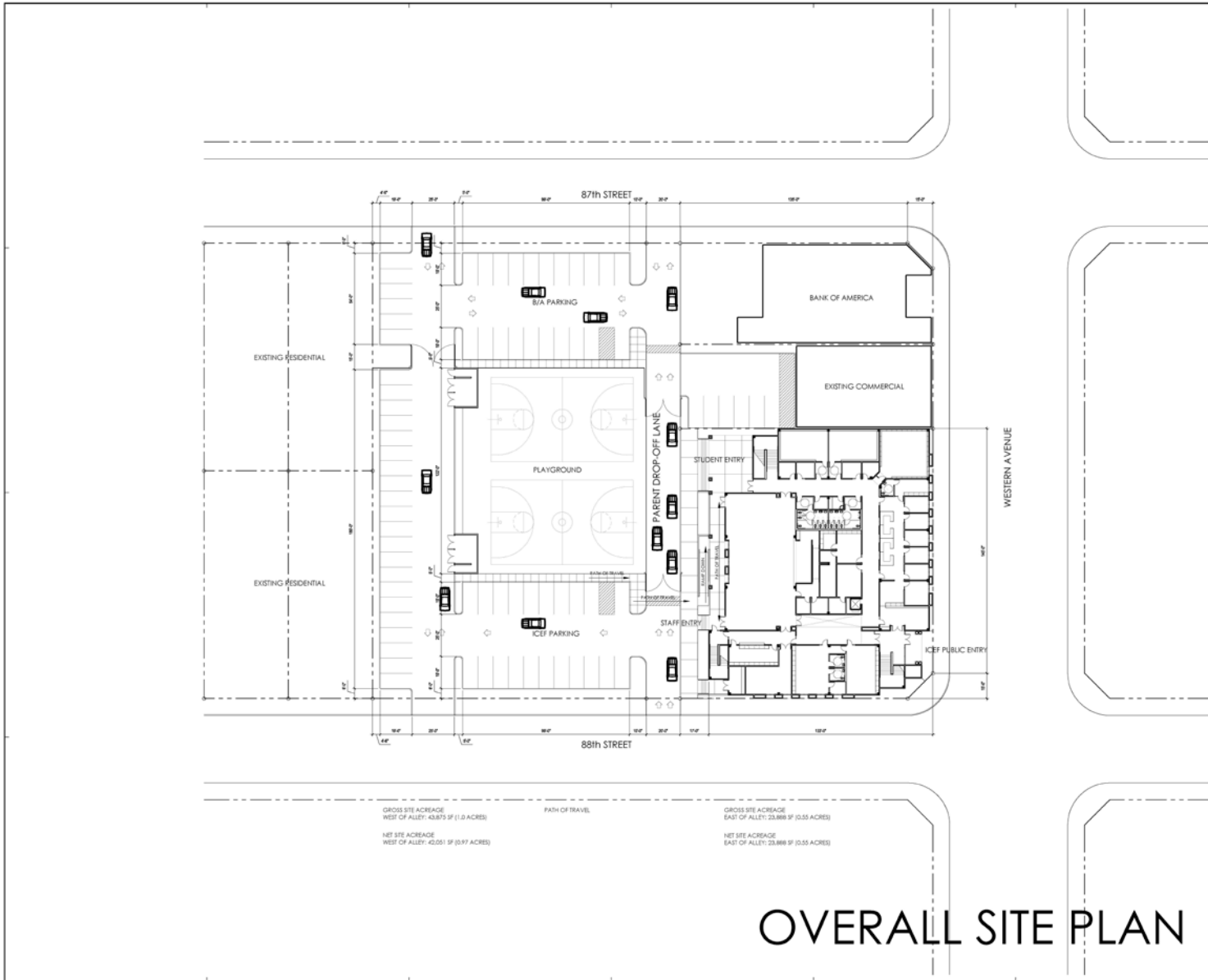
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NO. DATE BY DESCRIPTION REVISIONS

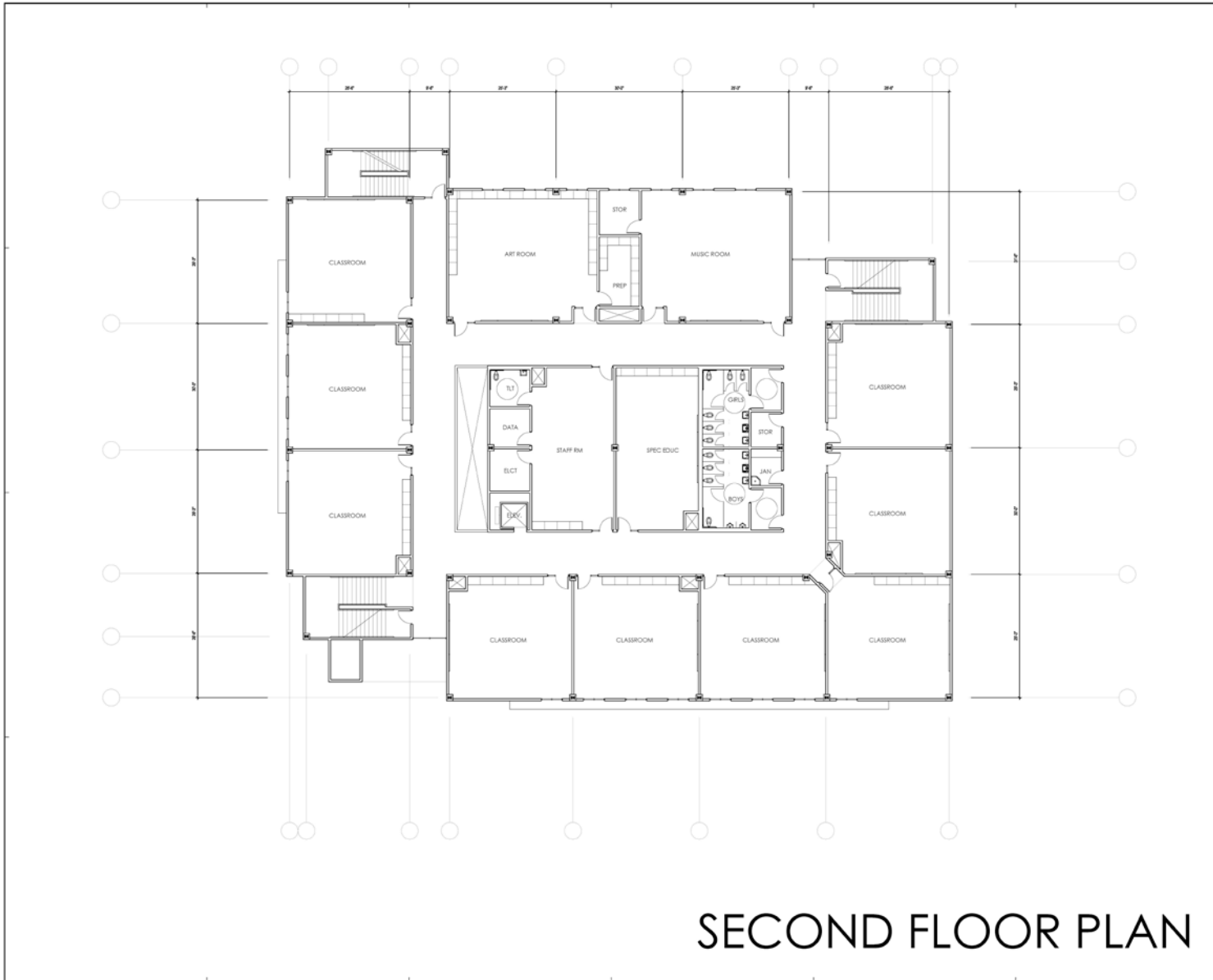
DRAWN: WLC CHECKED: _____
 DATE: 4/15/12 SCALE: _____
 PROJECT NUMBER: 12-12400

OVERALL SITE PLAN

DRAWING NUMBER: **A1.0**



OVERALL SITE PLAN



SECOND FLOOR PLAN

WLC
 Architects, Inc.
 SOUTHERN CALIFORNIA
 8163 Rochester Avenue, Suite 100
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 California 91730-0729
 Tel: 909-887-0909
 Fax: 909-880-8980

LOU DANTZLER MIDDLE SCHOOL
 ICEF PUBLIC SCHOOLS
 8705 WESTERN AVENUE, LOS ANGELES, CA



CONSULTANT

DATE

NO	DATE	BY	DESCRIPTION

DRAWN: WLC CHECKED:
 DATE: 4/15/12 SCALE:
 PROJECT NUMBER: 12-12400

SECOND FLOOR PLAN

DRAWING NUMBER: **A2.2**

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, 2013

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.

ICEF is looking to build out three new locations, each shall have the same basic configuration for a 10GE Backbone designed to support 1,000 students in 40 classrooms in a three story building that includes an estimated 940 square foot computer lab. New Technology and Support is extremely important.

Cabling and Connectors:

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

Assumptions:

- Cable Plant to support 10GE Core Backbone between Access IDFs and 1 GE to Distribution IDFs via multimode fiber
- Include costs for any boring, and trenching required to gain access into and out buildings, assume 200 foot run with 3" conduit
- All ceiling space is assumed to be a plenum environment
- The ceiling shall be assumed to be a standard acoustical drop ceiling

Building Requirements

- 1 MDF Installation to house Core Switching and Routing equipment as well as Telephony, Video Conferencing and Servers
 - Appropriate sized (such as 4x4) fire rated plywood
 - MDF should also be designed to house all supporting equipment within locking cabinets
 - Locking cabinets may include 48 port Ethernet wire management devices and fiber rack/shelf to support port density
 - Provide 25 pair of copper wiring to each of the 4 IDFs designed to support the Access switches
- Up to 4 IDF Installations to house Access Switches and supporting equipment
 - Appropriate sized (such as 4x4) fire rated plywood
 - Locking Wall Mount Cabinets with 48 port Ethernet wire management devices and fiber rack/shelf to support port density
 - Provide 25 pair of copper wiring – terminate on wall mounted 66 blocks
- Up to 10 IDF Installations to house Distribution Switches and supporting equipment
 - Appropriate sized (such as 2x4) fire rated plywood,
 - Locking Wall Mount Cabinets with 48 port Ethernet wire management devices and fiber rack/shelf to support port density
- Preference for all data cabling to be plenum rated, unshielded, 4 pair (UTP), 24 AWG solid insulated conductors, Cat6 specification
- Preference for all proposed patch panels shall be of the Cat6 24 or 48 port variety
- Up to 500 new Ethernet drops in each building (200 @ 75', 200 @ 100' and 100 @ 200')
 - Include all components to complete cabling (to include connectors, couplers, jacks, panels, faceplates, conduit and raceways)
 - The station side data jacks shall be Cat6, non-keyed, 8 pin/8 conductor
 - 4 drop boxes in each classroom, one drop box on each wall, or similar option to include up to 6 drops per classroom
 - Suggest configuration for 3 drop boxes with 1 drop in each and a 2 port faceplate, 1 RJ45 insert, and 1 blank
 - Suggest configuration for 1 drop box with 3 drops, a 4 port faceplate, 3 RJ45 inserts, and 1 RJ11
 - Other option configurations shall be considered, such as no connectivity on outside building walls
 - Common areas and Gymnasium shall have up to 16 drops, with the most cost effective drop box layout, perhaps 4 per wall
 - Computer lab shall have up to 48 drops, with the most cost effective drop box layout, perhaps 12 per wall
 - Administrative offices shall have up to 2 drops in 1 drop box, a 2 port faceplate, 1 RJ45 Insert, and 1 blank, options accepted
- Up to 75 Cat3 drops (25 @ 75', 25 @ 100' and 25 @ 200') – prefer 6 pin 2 conductor (6P2C)
- Cable Raceways / Risers / Runways, associated cable run hardware (such as wall brackets & support kits)
- Up to 1,000 Anchors w/ 4" loop or comparable wire management devices

- Patch Cords
 - Up to 100) 2' patch cords
 - Up to 200) 3' patch cords
 - Up to 300) 4' patch cords
 - Up to 200) 5' patch cords
 - Up to 100) 7' patch cords
 - Up to 100) 12' patch cords

Please include any proposed Shipping, Project Management, Engineering, Installation, Activation, Configuration and/or Documentation Costs

Data Distribution and Interfaces:

The major criteria in the design of the network topology are as follows:

- In addition to general data traffic, the network must also support a VoIP phone system and video conferencing
- Highly available
- Every L3 switch must be affordable to upgrade in the future under a normal capital budget
- With increasing video conferencing bandwidth our traffic levels are increasing so 10GE backbone ports are necessary
- Core switch must be L3. All others can be L2 provided they have the required port speeds
- Access and distribution layers should be from the same or similar product class

Assumptions:

- All switches should be Managed, Stackable and PoE capable and rack mountable.
- Full L2 capabilities such as VLAN, RSTP, MST and IP services such as OSPF, EIGRP, QoS

Up to 4 ACCESS LAYER L3 SWITCHES - Devices & Port Count Minimum Requirements:

- Modular Chassis
- Option for Redundant Power Supplies
- 48, 10/100/1000 POE copper ports
- Up to 8, 10GE Fiber backbone ports (may be integrated, SFPs or a combination).

Up to 10 DISTRIBUTION LAYER L2 SWITCHES - Devices & Port Count Minimum Requirements:

- 48, 10/100/1000 PoE Ports
- 1, 10GE Uplink Port
- Minimum of 2 SFP slot

TRAINING - Training for system operation and maintenance at time of installation.

Please include any proposed Shipping, Project Management, Engineering, Installation, Activation, Configuration and/or Documentation Costs

Servers, Storage, Software and Licenses:

Servers (for DNS, DHCP, E-mail and WWW) with GE connectivity:

- Up to 4 Servers with minimum processor speed of 2.5GHz, minimum 16GB of RAM, and minimum of 2 146GB hot swappable hard drives
 - Please size devices according to function (for DNS, DHCP, E-mail and WWW)
- Servers must be rack mountable and it is preferred they 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
- Options for alternative solutions (or more cost effective solutions) to support the desired functionality are encouraged

Storage Area Network (SAN) with Data Distribution for Email and connectivity to Local Area Network (LAN)

- Rack mountable iSCSI SAN with minimum 24 bay controller and up to 12TB of disk space
- 2 Managed, 24 Port, Layer 2 Switches, power supplies, and 10GE backbone connectivity

Server Software and Licenses for all proposed Servers and SAN

- MS 2012 Server Software or similar/equivalent
- MS Exchange 2013 or similar/equivalent
- VMWARE - Academic VMware vSphere 4 Standard or similar/equivalent product

Provide Optional Rack Mountable KVM Solution to include cabling instead of individual Mice, Keyboards and Monitors

TRAINING - Training for system operation and maintenance at time of installation.

Please include any proposed Shipping, Project Management, Engineering, Installation, Activation, Configuration and/or Documentation Costs

Telephone Components (Phone System):

The major criteria in the design of the Phone System are as follows:

- The system should be licensed to initially support up to 65 users at each location and allow for growth
- The system should support connections to the PSTN with a service similar or equivalent to: T1/PRI
- A system that allows voice pages to be heard via the phone set, must be able to combine handset + overhead paging at the same time
- A system that has an analog paging interface and wiring to connect if from the PBX location to the existing paging amplifiers
- A system that will support minimally one switchboard location and up to three locations
- A system that provides user-manageable auto attendants
- A system with all proper licenses and a configuration manager
- It is preferred that the Phone System integrate with existing locations and potential future locations
- Port Injectors: All switching shall be PoE, but if required, please include port injectors

FEATURES TO INCLUDE

Unified Messaging: For both desk and mobile users. The system must deliver voice mail to an existing hosted E-Mail or MS Exchange (or similar) system. Please specify supported E-Mail messaging platforms.

Conference Bridges: Multiple bridges would allow our teams to facilitate simultaneous, independent conference calls. For example, team A creates a conference call at 10:00 AM. In another conference room, another team initiates a call at 10:00 AM without conflict. End User Equipment should allow for up to 10 participants at the school.

Video Conferencing: integration with the video conferencing system would be considered a benefit.

Fax Solutions: Break-out options and licensing requirements that facilitate fax-on-demand, integrated fax mail, and desktop client applications.

Alarm Solutions: Break-out options and licensing requirements that facilitate alarms (such as fire or elevator alarms). If analog lines are required, please state so.

E911 Integration: The ability to program caller ID (CID) on extensions for emergency services that would supersede the normal CID - the ability to add/change the physical address of extensions so that emergency responders receive the correct physical building address for a multi-building campus.

Voice Quality: The proposed solution should provide for quality, high fidelity, voice communications.

System Administration: The proposed solution should provide a single point of management from any point on the network for all components including the PBX, voicemail, auto attendant, ACD and unified messaging. The proposed solution should provide for maximum flexibility for rapid, efficient, and cost-effective configuration changes to user profiles and IP telephone equipment through a standard browser-based interface.

TRAINING - Training for system operation and maintenance at time of installation.

END USER EQUIPMENT / HAND SETS

Handsets shall be new models and in current production. Reconditioned, remanufactured, and demo models shall not be accepted. Please provide both lease and purchase options. Do not provide E-rate discounts for end-user handsets. For each location the following estimates are provided (note these requirements could change):

- Up to 3 console units for receptionist functionality
- Up to 20 multi-line desktop phones with paging speaker - provide range of options
- Up to 60 single-line kiosk phone for public locations with paging speaker - provide range of options
- Up to 5 conference room phone
- Soft phone options

Please include any proposed Shipping, Project Management, Engineering, Installation, Activation, Configuration and/or Documentation Costs

Video Conferencing Components:

ICEF desires to implement a centralized videoconferencing solution for distance learning. The system may integrate multipoint conferencing, a multimedia gateway, and data collaboration tools into a single platform. The solution must be built upon industry-standard technology. It is not a requirement of this request, but would be considered beneficial if the distance learning system could interface with the schools telephony system(s) or future system(s). A centralized phone system has not been deployed.

Centralized video components necessary to transport information all the way to individual classrooms or public areas of a library are eligible for reimbursement. This includes:

- CODEC / video encoder
- Master Control Unit
- Multipoint Control Unit
- PVBX (optional interface with potential to add at a later date if deemed necessary)
- Video Amplifiers as required
- Video Channel Modulators as required
- Enhanced Multimedia Interface as required
- Options on End user equipment to include various cameras, displays and carts

Size the solution to support a learning community of around 1,000 students in 40 classrooms and 5 administration or general purpose areas.

Please provide options for simultaneous video conferencing in all 45 areas as well as various simultaneous sessions (perhaps 5, 10 and 20).

TRAINING - Training for system operation and maintenance at time of installation.

Please include any proposed Shipping, Project Management, Engineering, Installation, Activation, Configuration and/or Documentation Costs

Data Protection:

- Up to 25 appropriately sized Uninterruptible Power Supplies for all Data Distribution Equipment, Servers, and SAN
 - provide 30 minutes of uptime in case of power failure
 - prefer rack mountable devices
- Up to 45 appropriately sized Uninterruptible Power Supplies for classroom Video Conferencing Equipment
 - provide 15 minutes of uptime in case of power failure
- Firewall solution sized to support the necessary protection against unauthorized use and access
 - Training for system operation and maintenance at time of installation.

Please include any proposed Shipping, Project Management, Engineering, Installation, Activation, Configuration and/or Documentation Costs

If your proposal contains any of the following items they are **NOT ELIGIBLE** for reimbursement under the universal service Schools and Library Program and must be cost allocated accordingly. If your proposal contains ineligible items **please note the items in your response** and identify the individual and total cost of the ineligible items, to include any associated fee (labor or otherwise) required for the complete installation of the ineligible product or service.

Ineligible items (not intended to be a complete list, but intended to provide examples of ineligible products and services):

- Asbestos Removal
- Broadcast
- Electrical System Upgrades
- Multimedia content, such as encyclopedias on CD ROM, video information, etc., and also multimedia kits
- Intercom and Public Address (PA) systems
- Spare Parts
- External Speakers (except when provided at no cost as an integral part of an eligible component)
- Test Equipment
- Consumable Kits which contain Installation Tools
- Wiring and components providing electrical service or for radio or television broadcast or cable services
- Network interface cards that are embedded in ineligible equipment (such as end-user equipment) or included in the pricing for ineligible equipment
- Phone modems that are provided in or with end-user equipment, or used to provide dial-in access from ineligible locations such as homes or other non-school or non-library sites
- Lightning Arrestors
- Surge Protectors
- Power Distribution Units
- Power Strips
- Disaster Recovery Equipment
- Environmental Monitoring
- Components that are installed in standby mode, redundant, not active and online, or otherwise not an essential element in the transmission of information within the school or library
- Servers:
 - Storage of application software, databases accessed by end users, or end-user files other than e-mail files
 - End-user personal computers/workstations, even if the device also provides server functionality
 - Caching server and print server. (However, caching and print server features provided by the core network operating system may be utilized if the principal function of the server is for other purposes that are eligible).
 - Laptop (presumed to not be eligible because a laptop is typically used as an end user workstation).
- Software:
 - All end-user software such as curriculum and productivity software
 - All end-user software such as curriculum and productivity software
 - Softphones for VoIP

- Application Software other than server-based, shared e-mail
- Software used to develop new applications
- Network management software
- Operating system software for end-user computers
- Security software/Utility software, such as anti-virus and anti-spam software
- Client Access Licenses for ineligible software products
- Storage:
 - Devices used to supplement storage requirements of Devices used to supplement storage requirements of personal computers on a network. For example, storage devices are not eligible if used to store the following information: end-user files other than eligible e-mail files; application software; other ineligible software; archival information including archived e-mail files; caching information
 - Storage devices in end-user components, such as end-user computer workstations
 - Consumable storage, such as floppy disks, recordable CD ROM media, and cartridge magnetic tape
 - Video Content Storage
- Data Protection Components:
 - Intrusion Detection/Intrusion Prevention
 - Online Backup Solutions
 - Tape backup cartridge units when part of a PC or workstation
 - Cost of purchasing additional or separate tapes
- Interfaces, Gateways, Antennas:
 - Antennas and other components used for the receipt of over-the-air radio and television broadcast signals or for radio signals from cable television operators.
- Telephone Components:
 - Automatic Call Distribution System (ACD)
 - Call Accounting System
 - Call Sequencer
 - Homework Hotline
 - Station Message Detail Recording (SMDR)
 - An intercom or public address system
- End-user Equipment:
 - Computer workstations including personal computers and laptops
 - End-user telephone sets
 - Fax machine
 - Cameras
 - Microphones
 - Videotape recorders
 - Personal digital assistants, smartphones, and tablets
 - CD/DVD player
 - Pager
 - Two-way radio

- End-user Telephones and end-user voice mail such as answering machines are not eligible. In addition, telephone components not essential for the transport of telephone services within the school or library are not eligible (unless included as an integral component of a standard product offering for an eligible product, at no additional cost).
- Interactive White Boards
- Video Components:
 - End-user video equipment and equipment for the creation of video content is not eligible for discount. Examples include video monitors, televisions, video cameras, and video recorders and playback devices.
 - Broadcast and cable television equipment used for the display or distribution of broadcast and cable television signals

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_16.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 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 40 hours per month requested.
- Payment shall only be remitted for service provided.
- Proposed agreements or contracts offered **must** specifically identify the eligible components covered, including location deployed, product name, and make/model number.

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.

Service Provider Instructions

Service Provider RFP Response Cover Sheet:

Service Provider must complete the Service Provider Authorized Response 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	Weight	Score
Price of the ELIGIBLE goods and services		30%	0
Prior experience		20%	0
Other Cost Factors (Ineligible Goods and Services)		20%	0
Personnel and Management Qualifications and Capability		20%	0
Local Vendor		10%	0
Total		100%	0

Note: The above worksheet is available for download – please visit: http://www.adsadsi.com/rfp_fy16.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.

Bids may be submitted 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.

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 Consortium shall award ICEF20120628093819IC 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 shall be responsible for invoicing USAC by using the Service Provider Invoice (SPI) methodology. Inner City Education Foundation Consortium 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 Consortium
 Item 21 for 470 571370001120028

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_fy16.shtm.

Service Provider Authorized Response

This form must be completed and returned with RFP response.

Form 470 Number:	571370001120028
General Description:	Basic Maintenance
RFP Number:	ICEF20120628093819IC
RFP Due Date:	03/08/2013 at 11:00 A.M. local standard time
Term:	July 1, 2013 thru June 30, 2014 unless otherwise specified

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 E-mail 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 Consortium shall award ICEF20120628093819IC 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