

**REQUEST FOR PROPOSAL (RFP)  
FOR  
RFP 470 FUNDING YEAR 2018 - AMI KIDS VOLUSIA**

**YEAR 2018 REQUESTED SERVICES FOR - AMI KIDS VOLUSIA**

**INTERNET ACCESS**

**INTERNAL CONNECTIONS**

**BASIC MAINTENANCE**

**Monday, December 17, 2018  
SEALED PROPOSALS IN RESPONSE TO THIS RFP  
MUST BE SUBMITTED TO:**

**AMI KIDS, INC.  
Attn: DeCarlo McKenzie, Grant Accountant  
5915 BENJAMIN CENTER DRIVE  
TAMPA, FL 33634**

**DEADLINE FOR SUBMISSION  
OF SEALED PROPOSALS:  
1/16/2019, 5:00 PM  
(EASTERN STANDARD TIME)**

## **Introduction**

### **Background**

AMIkids, Inc. has been serving troubled youths and their families since 1969 when the first program, the Florida Ocean Sciences Institute, opened in Broward County, Florida. AMIkids, Inc. is located in Tampa, Florida and has successfully expanded its services across the United States. Altogether, AMIkids, Inc. currently oversees the operation of over forty youth development programs and alternative schools.

### **Scope of Services**

The purpose of this Request for Proposal (RFP) is to select contractors to provide E-Rate eligible products and services to AMIkids Volusia. AMIkids Volusia, Inc. is a youth development program in Daytona Beach, FL requiring said services. The categories of services requested are indicated by an "X" on the cover page of this RFP. AMIkids, Inc. is seeking proposals from prospective vendors on behalf of AMIkids Volusia. Vendors must provide a detailed description of services that they want to propose for AMIkids Volusia from the list of E-Rate eligible products and services in this RFP.

### **Scope of Internet Access Services**

Vendors bidding for Internet Access Services should complete a proposal to provide Digital Transmission Services encompassing one of the following: Cable, DS-1, DS-2, DS-3, Metro Ethernet, or Fiber. A transmission speed of 10MB upstream and 10MB downstream (or better) is preferred. However, the Digital Transmission Services proposed should meet the following minimum specifications:

- A) Dedicated access with a minimum transmission speed of 5MB upstream and 5MB downstream, at least one static IP address, and
- B) The capacity to fully support VPN encapsulation without significant performance degradation

**Build-out/construction costs must be included in RFP response.**

See "School Info" tab next to name of program/school on cover page for information specific to this school.

### Scope of Internal Connections

Proposals are requested to provide the following equipment:

- 1) A firewall, Watchguard M300, or better, with 3-year Live Security warranty.
- 2) Switch/es using Netgear M4100. All ports 10/100/1000 gigabytes (POE) or comparable product

Proposals are to include installation of the most up-to-date firmware prior to delivery.

Proposals should also include cost of delivery.

### Scope of Basic Maintenance Contracts

**No Basic Maintenance of Internal Connections is requested for AMIkids Volusia.**

Vendors bidding for Basic Maintenance Contracts should complete a proposal to provide necessary basic maintenance of E-rate eligible internal connection components. Necessary 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.”

The following maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Basic technical support
- Configuration changes

The scope of services in the Basic Maintenance Contract encompasses the following items:

1. Basic telephone-based technical support for eligible internal connections components
2. Up to 48 hours per **year** on-site technical support for eligible internal connections components including:
  - a. Necessary network configuration changes
  - b. Repair of outlet and/or patch panel punch downs.
  - c. Repair or replacement of outlet faceplates
  - d. Test and repair or replacement of fiber optic backbone cabling
  - e. Repair and upkeep of all eligible hardware
  - f. Annual physical network cable certification including a comprehensive diagnostic test of basic physical integrity and throughput. Documentation for network certification should be provided with a detailed network infrastructure map by location.
  - g. Annual preventative maintenance including, but not limited to:
    - System firmware updates as needed (routers, firewalls, switches, and access points)
    - Inspection of UPS units for acid leaks or battery expansion

We are also requesting a cost allocation of maintenance for the following ineligible components/services:

Annual preventative maintenance for two servers including:

- a. System firmware updates as needed
- b. Inspection of servers for dust and cleaning as needed.

**Note:** In addition to the above, please provide separate pricing per drop for installation of new network drops (Item E.13 on Exhibit 1 – Price Sheet).

Vendors bidding for Basic Maintenance are encouraged to perform either a site visit or a telephone survey in order to determine the scope of maintenance that may be needed.

### **Definitions of Terminology**

This section contains important definitions and terms that are used throughout this RFP document:

**"Authorized representative"** means an officer, delegate, agent or other person who holds authority of a contractor or vendor.

**"Bid Period"** means the period from the time this request for proposal is issued to prospective vendors until the proposal due date.

**"Close of Business"** means 5:00 PM Eastern Standard Time, on the date given.

**"Contact Person"** means the person or designee authorized by AMIkids, Inc. and/or AMIkids Volusia to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**"Contract"** means a written agreement for the procurement of items and/or services listed in the Scope of Services of this request for proposal.

**"Contractor"** means a vendor who enters into a binding contract.

**"Evaluation Committee"** means a body appointed by AMIkids, Inc. management and/or by AMIkids Volusia to perform the evaluation of vendor proposals.

**"Finalist"** is defined as a vendor who meets all the mandatory specifications of this Request for Proposal and merits further consideration by the Evaluation Committee.

**"Mandatory"** The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor may result in the rejection of the vendor's proposal.

**"Request for Proposal" or "RFP"** means all documents, including those attached or incorporated by reference, used for soliciting competitive proposals.

**"Responsive Proposal"** means a proposal which conforms in all material respects to the requirements set forth in the request for proposal. Material respects of a request for proposal include, but are not limited to, price, quality, quantity or delivery requirements.

**"Site Visit"** means a visit to AMIkids Volusia, by the vendor's authorized representative(s). This visit must be "APPROVED" by the contact person for this RFP. This visit must be conducted for the purpose of collecting information or conducting a survey in order to submit suitable proposals in response to this RFP.

**"Vendor"** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

**Proposed RFP Schedule**

	Action	Responsibility	Date
1.	Issuance of RFP	AMIkids, Inc.	12/17/2018
2.	Deadline to conduct site visits	Vendors	1/7/2019 (Close of business) Site visits must be scheduled PRIOR TO this date. Only "Approved" site visits may be conducted <i>on</i> this date.
3.	Deadline to submit written questions about this RFP. Questions must be e-mailed or faxed to: E-mail: <a href="mailto:erate@amikids.org">erate@amikids.org</a> or, fax #: (813) 889-8092	Vendors	1/8/2019 (Close of business)
4.	Responses to Written Questions provided	AMIkids, Inc.	1/11/2019 (Close of business)
5.	Final submission date for receipt of vendor proposals and opening of sealed proposals	AMIkids, Inc.	1/16/2019 (Close of business)
6.	Proposal Evaluation Process	AMIkids, Inc. Evaluation Committee	1/22 - 1/25/2019
7.	Selection of Finalists	AMIkids, Inc. Evaluation Committee	1/30/2019 (Close of business)
8.	Notification of Finalists	AMIkids, Inc. Evaluation Committee	1/31/2019 (Close of business)

**RFP Contact Person**

The contact person for this RFP is:

Attn: DeCarlo McKenzie  
AMIkids, Inc.  
5915 Benjamin Center Drive  
Tampa, Florida 33634  
[erate@amikids.org](mailto:erate@amikids.org)  
Fax: (813) 889-8092

Any inquiries or requests regarding this RFP should be submitted only to the contact person(s) in writing via electronic mail (e-mail) or fax and no later than **1/8/2019**.

The words "**RFP 470 Funding Year 2019 AMIkids Volusia**" must appear on the e-mail or fax. This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals, and take precedence over any and all information related to the acquisition obtained from any source either by verbal or written communication.

Clarification and/or addenda will be posted on the RFP Website no later than **12/17/2018**.

## Terms of Proposal

### Proposal Validity Period

Submission of a proposal signifies the Vendor's agreement that its proposal shall be binding upon the Vendor and may be accepted by AMIkids, Inc. at any time up to the date a contract is fully executed. A single vendor must serve as the prime contractor for all items or services contained in their proposal.

### Submission Deadline

Notice is hereby given that sealed proposals for AMIkids Volusia **must** be received at the address shown below by the close of business on **1/16/2019**. To be considered, Vendors **must** submit their proposal in a sealed envelope or package. This package should include a ringed binder that includes all of the mandatory proposal requirements, clearly defined and separated by tabs. The package/s should be clearly marked with the Vendor's name and address, and the words:

E-Rate RFP 470 Funding Year 2019 AMIkids Volusia  
Attn: DeCarlo McKenzie, Grant Accountant  
AMIkids, Inc.  
5915 Benjamin Center Drive  
Tampa, Florida 33634

**Proposals received after this deadline may not be accepted.** The date and time will be recorded on each proposal. All applications become the property of AMIkids, Inc. and AMIkids Volusia. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

## Proposal Eligibility Requirements

### Mandatory Site Visit Approval

A site visit is encouraged, but not mandatory, in order for vendors to determine the overall scope of services that they will submit in response to this RFP for **Basic Maintenance of Internal Connections**. However, AMIkids Volusia enrolls students referred from the Department of Juvenile Justice (or similar state/federal agency). For safety and security reasons, ALL vendors making site visits **MUST** receive official approval in order to schedule a specific date and time for permission to enter AMIkids Volusia.

Vendors **MUST** first submit a formal request for site visit(s) via e-mail or fax to the DeCarlo McKenzie, AMIkids, Inc. **before 1/7/2019**. Site visits must then be approved by and coordinated with Kathryn Haynes, Executive Director of AMIkids Volusia.

Vendors will receive official site visit approval(s) in writing, via e-mail or fax from an authorized representative of AMIkids, Inc. or AMIkids Volusia. Official "Approval" is mandatory and can only be granted after a vendor submits a request for a site visit via e-mail or via fax to the Grant Accountant. Vendors who attempt to conduct, or who conduct an unapproved site visit will automatically be disqualified from submitting proposals in response to this RFP.

Note: All visitors to AMIkids Volusia must present valid identification (ID) such as a driver's license or other official ID.

## **MANDATORY Proposal Requirements**

Every proposal submitted in response to this RFP must **ALSO** meet the following requirements:

- The vendor **MUST** have a valid Service Provider Identification Number (SPIN) issued by the Universal Service Administrative Company (USAC). This number should be provided on the front cover of the proposal under the company name and contact information and any cover letters provided as part of the bid.
- A vendor with a SPIN number who is a parent company of a subsidiary (or subsidiaries) with SPIN number(s) **MUST** provide BOTH the parent company and subsidiary SPIN number(s).
- A vendor with a SPIN number who is a subsidiary of a parent company with a SPIN number **MUST** provide BOTH the vendor SPIN number and the parent company SPIN number.
- All signatures on original documents **MUST** be signed in **blue ink** by a person within the company who has the legal authority to enter into a contractual relationship on behalf of the company. **No stamped or electronic signatures will be accepted.**
- The vendor **MUST NOT** be disbarred from receiving federal funds and **MUST** be in “good standing” with the respective Secretary of State’s office where the company is registered or incorporated.
- One (1) original proposal and one (1) electronic copy on Compact Disk (CD-R) **Must** be received by the submission deadline. Vendors submitting bids for two or more AMIkids affiliated schools should submit all electronic copies on a single disk.
- Faxed or e-mailed copies of proposals **WILL NOT** be accepted.

It is the responsibility of each vendor to meet all of the above requirements. Proposals that do not meet all of the stated requirements may not be evaluated.

## **Proposal Format**

All copies of proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within individual binders with tabs delineating each section. The proposals must be organized and indexed using a table of contents in the following format. **All proposals must contain, at a minimum, all items listed below in the sequence that they appear:**

### **1) Proposal Cover Letter**

A brief letter of introduction, bearing an original signature in blue ink of the Vendor's authorized representative must be submitted with each proposal. This cover letter must also include the name and address of the vendor submitting the proposal, the vendor's SPIN number, and the name, address, telephone number, and e-mail address(es) of the person(s) authorized to represent the vendor during contracting. The cover letter should also contain a checklist that identifies all of the mandatory proposal requirements to ensure that they have been completed and provided as required.

### **Your Checklist Should Include:**

- Cover Letter including Spin Number
- Proposal Summary
- Organizational Capability & Vendor Experience
  - Vendor History
  - Vendor Personnel / Expertise
  - Vendor Personnel / Certifications or Awards

- Vendor Capacity to serve Rural or Remote Geographic Areas
- Vendor References
- Technical Features and Services Specifications
- Extended Warranties
- Price Sheet Signed in Blue Ink
- Budget Narrative / Cost Analysis
- Contract Agreement (Based on Provided Sample) Signed in Blue Ink
- Site Visit Confirmation (where applicable)
- Original Proposal and one Electronic Copy

## **2) Proposal Summary**

A proposal summary should be included by vendors to provide the Evaluation Committee with an overview of the technical and business features of the proposed services.

## **3) Organizational Capability and Vendor Experience**

The vendor must thoroughly describe, in the form of a narrative, its experience and success in providing services that meet the specifications in this RFP. Vendors must also include in this section, a brief description of their:

- Vendor History and Organization - Existing services and products offered, and past services, systems, or products offered (Indicate the reason(s) for discontinuing any past services, systems, or products.)
- Vendor Personnel / Expertise – Vendors must provide short resumes of key personnel who will be assigned to AMIkids Volusia, if awarded a contract. Key personnel include personnel who will have the most communication with AMIkids Volusia and should include positions such as the project manager, lead technician(s), etc. Documentation should specifically include the level of experience of key personnel in the implementation of similar projects.
- Certifications and awards received by key personnel.
- The vendor's capacity to serve rural or remote geographic areas.

Additional Information - Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.



**4) Vendor References**

Vendors’ proposals must include three (3) external client references from clients (two of which are not affiliated with AMIkids) who received similar services. The minimum information that must be provided for each reference is:

- Name of individual or company for which services were provided
- Location of individual or company
- Name of contact person
- Telephone number and e-mail address of contact person
- Type of services provided and dates services were provided

At least **ONE** of the references must be a site where services are in current operation or where services were recently completed.

**5) Proposed Technical Features, Services or Specifications**

The purpose of this section is to identify the services or items that you are proposing in response to this RFP.

In this section of your proposal, you must include a short, written description for each item that you are proposing. A product list should explicitly define the make, model, and description of each respective item. For proposals to provide Basic Maintenance of Internal Connections, a description of the services covered under the contract should be included in this section. This narrative should also include vendor’s policy regarding the degree of technical and customer service offered such as, regarding responses to service calls (response time, procedures, etc.).

Vendors may propose **any combination** of features, services, or specifications from the numbered lists of E-Rate eligible products and services that follow for Telecommunications Services, A.1 – A.38, Internet Access, B.1 – B.15, Internal Connections, C.1 – C.79, Maintenance, D.1, and Miscellaneous, E.1 – E.12. Include a written description of **only** the services that you are proposing in response to this RFP. Using this numbered list for E-Rate eligible services, vendors should identify the types, quantities, and prices of services that they are proposing for AMIkids AMIkids Volusia. These items should correspond to the items quantified and priced on **Exhibit 1 – Price Sheet**.

**Eligible Services for Year 2019 RFP's**

**Telecommunication Services**

- A.1 800 Service
- A.2 900/976 Call Blocking
- A.3 911/E911 Trunk Lines
- A.4 Alarm Telephone Line
- A.5 Cellular Service
- A.6 Centrex
- A.7 Conferencing Svcs (Voice, Video)
- A.8 Custom Calling Services
- A.9 **Digital Transmission Services**  
Broadband Over Power Lines (BPL)  
Cable  
DSL  
DS-1, DS-2, DS-3  
Ethernet  
Frame Relay

- ISCN, ISDN, BRI, PRI
- OC-1, OC-3, OC-12, OC-n
- Satellite Service
- SMDS
- T-1, T-2, T-3, Fractional T-1
- Wireless
- A.10 Direct Inbound Dialing (DIDs)
- A.11 Directory Assistance Charges
- A.12 Distance Learning Circuits
- A.13 Fax Machine Line
- A.14 Homework Hotline Service
- A.15 Inside Wiring Maintenance Plan
- A.16 Interactive Television (ITV)
- A.17 Interconnected VoIP
- A.18 Internet 2 Link Only
- A.19 Local Measured Service

- A.20 Local Phone Service
- A.21 Long Distance Telephone Service
- A.22 Message Rate Service
- A.23 Network Access Register
- A.24 Paging Service
- A.25 Permanent Virtual Circuit
- A.26 Personal Communication Service
- A.27 Phone Calling Cards
- A.28 PIC Change Charge
- A.29 POTS
- A.30 Radio Loops
- A.31 Satellite Services
- A.32 Shared Telephone Service
- A.33 Text Messaging
- A.34 Trunk Lines
- A.35 Video Services
- A.36 Voice Mail Service
- A.37 Wide Area Network (WAN) Services
- A.38 Wireless WAN Services

#### **Internet Access**

- B.1 Broadband Internet Access
- B.2 Cable Modem Service
- B.3 DSL Internet Access
- B.4 Domain Name Registration
- B.5 E-mail Account Fees
- B.6 E-mail Service
- B.7 Firewall Service
- B.8 GSP Rates
- B.9 Interconnected VoIP
- B.10 Internet Access
- B.11 T-1 Lines
- B.12 Voice Mail Service
- B.13 Web Hosting
- B.14 WAN
- B.15 Wireless Internet Access

#### **Internal Connections**

- C.1 Access Point
- C.2 Antenna
- C.3 Antenna Mast
- C.4 Attendant Console, PBX/Centrex
- C.5 Automatic Route Selection (ARS)
- C.6 Battery Backup
- C.7 Bridge
- C.8 Cable Modem
- C.9 Cabling
- C.9A Caching
- C.10 CSU/DSU
- C.11 Circuit Card
- C.12 Client Access License
- C.13 CODEC/Video Encoder
- C.14 Conduit/Raceway/Power poles
- C.15 Connector
- C.16 Consumables

- C.17 Coupler
- C.18 Documentation
- C.19 E911 Reader Board
- C.20 E-Mail Software
- C.21 Enhanced Multimedia Interface
- C.22 Faceplate
- C.23 File Server
- C.24 Firewall
- C.25 FRAD
- C.26 Gateway
- C.27 Hard Disk Drive
- C.28 Hub
- C.29 Interface/Edge Device
- C.30 Key System (KSU)
- C.31 KVM Switch
- C.32 LAN
- C.32A Managed Internal Broadband Svcs
- C.33 Master Control Unit (Video)
- C.34 Media Converter
- C.35 Memory Module (RAM)
- C.36 Monitors
- C.37 Multiplexer
- C.38 Multipoint Control unit (Video)
- C.39 Network Interface Card (NIC)
- C.40 Network Interface Device (NID)
- C.41 Network Switches
- C.42 Operating System Software
- C.43 Phone Modem
- C.44 PBX
- C.45 Processor Terminator Card
- C.46 Proxy Server
- C.47 PVBX
- C.48 Raceways
- C.49 Racks & Cabinets
- C.50 Remote Access Components
- C.51 Routers
- C.52 Satellite Dishes (Leased)
- C.53 Serial Cards
- C.54 Storage Products
- C.55 Switchboard/Attendant Console
- C.56 System Improvements & Upgrades
- C.57 Tape Backup Units
- C.58 Terminal Adapter
- C.59 Terminal Server
- C.60 Transceiver
- C.61 TX – FX Converter
- C.62 Uninterruptible Power Supply (UPS)
- C.63 Video Amplifier
- C.64 Video Channel Modulation
- C.65 Video Equipment
- C.66 Virtual Private Network (VPN)
- C.67 Voice Compression Module
- C.68 Voice Interface Card

- C.69 Voice Mail Components
- C.70 Voice Mail Software
- C.71 Voice/Fax Network Module
- C.72 Voice/Video over IP
- C.73 VoIP Telephony Equipment
- C.74 Web Server
- C.75 Wire and Cable Integration
- C.76 Wire Manager
- C.77 Wiring, Internal
- C.78 Wireless LAN Controller
- C.79 Wireless PBX Adjunct
- Basic Maintenance of Internal Connections**
- D.1 Maintenance & Technical Support

- Miscellaneous**
- E.1 Change Fees
- E.2 Configuration Charges
- E.3 Construction Costs
- E.4 Contingency Fees
- E.5 Extended Warranty
- E.6 Freight Assurance Fees
- E.7 Installation
- E.8 Per Diem
- E.9 Shipping Charges
- E.10 Taxes, Surcharges, and Other
- E.11 Technical Services/Project Mgmt
- E.12 Travel Time

**6) Extended Warranties**

In this section, describe any extended warranties offered or included with equipment installed.

**7) Exhibit 1 – Price Sheet (Mandatory)**

This section of the vendor’s proposal must include all costs associated with the proposed services, including all hardware, software, services, training and maintenance for a full year of services or for the full term of a multi-year contract. All costs associated with proposed features, services, or other specifications must be presented on **Exhibit 1 – Price Sheet**, the **MANDATORY** proposal form provided.

**Note:** Pricing options should be entered on separate Price Sheets (i.e., wired vs. wireless connection, etc.)

For Basic Maintenance bids, the contract term offered should be clearly indicated on Price Sheet (one-year or two-year). Please also include separate pricing per drop for installation of new network drops (Item E.13 on Exhibit 1 - Price Sheet).

**8) Budget Narrative/Cost Analysis**

A detailed budget, budget narrative and/or cost analysis **must** be included in this section of each vendor’s proposal. This is necessary in order to provide full explanation, back-up and supporting information for the prices that appear in **Exhibit 1 – Price Sheet**.

Your narrative may include, for example, such items as:

- Special features of products and services included in proposed price
- Justification for proposing alternate equipment/services to that listed in this RFP as minimum specs
- Any unusual factors considered in arriving at proposed pricing
- Special pricing offered for multi-year contracts
- Amount (Percentage) of State/Local Sales Tax included for non-exempt locations

**9) Contract Agreement**

Use this section to submit a contract document and a complete set of any additional terms and conditions that you may expect to have included in a contract negotiated with AMIkids Volusia. See **Exhibit 2** for an acceptable sample contract.

## **Special Contract Requirements**

### **Contract Document**

The selected Vendor will be required to execute a contract agreement or contract for services with AMIkids Volusia. This RFP for Vendors and the selected Vendor's proposal will become a part of the contract. **Vendors must submit with the proposal, a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with AMIkids Volusia.**

**Note:** AMIkids Volusia is a non-profit entity relying on state and federal funds as a source of revenue. The enforceability of any contract negotiated between vendor and AMIkids Volusia must be contingent upon receipt of AMIkids Volusia's funding and must include wording waiving termination fees in the case of a business turndown or closing due to loss of funding.

Any contract that may result from the RFP shall specify that the contractor is solely responsible for fulfillment of the contract with AMIkids Volusia. Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

**Note:** An initial contract resulting from the award of this RFP for Basic Maintenance proposals shall be for a term of two (2) years (unless a different term is indicated under Scope of Basic Maintenance Contracts) and shall begin on July 1, 2019. The initial contract resulting from the award of this RFP for Internal Connections proposals shall be for a term beginning on July 1, 2019 and ending on September 30, 2020. Note: The contract period for Internal Connections contracts may be extended under approved circumstances. The term of any contract for Internal Connections or Basic Maintenance may **not** begin before July 1, 2019. Contracts for **all** services are contingent upon final confirmation of E-Rate funding for AMIkids Volusia.

### **Equal Opportunity Compliance**

The CONTRACTOR agrees to abide by all federal and state laws and statutes, rules and regulations, and executive orders of the Governor of the State of Florida, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of Florida, the CONTRACTOR agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this CONTRACT. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

### **Worker's Compensation**

The Contractor agrees to comply with the state laws, rules and requirements pertaining to workers' compensation insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be cancelled effective immediately.

### **Proof of Insurance and Limits of Coverage**

Proof of Certificates of Insurance is needed before services can commence at AMIkids Volusia. Before commencing work under this contract, contractor vendor shall certify in writing that the required insurances are in force. The contractor shall make AMIkids, Inc. and AMIkids Volusia, Inc. an additional insured under their Comprehensive General Liability Policy. The minimum amount of coverage must be \$1 million.

Each insurance policy shall contain an endorsement to the effect that any cancellation or any material change adversely affecting AMIkids, Inc.'s or AMIkids Volusia's interest, shall not be

effective until 30 days after the insurer or the contractor gives written notice to AMIkids, Inc. and to AMIkids Volusia.

### **Clauses Incorporated by Reference**

This document incorporates one or more of the following clauses by reference with the same force and effect as if they were given in full text.

### **Civil Rights Requirements**

- Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 200d et seq.
- Section 504-3 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. @794
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq.
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq.
- Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849
- The Americans with Disabilities Act of 1990, Public Law. 101-336.

### **Governing Law**

This procurement and any contract with vendors that may result shall be governed by the laws of the State of Florida.

### **Withdrawal of Proposals**

Proposals may be withdrawn by Vendors via electronic mail or faxed request received from Vendors prior to the stated date and time sealed proposals will be opened.

### **Proposal Rejection**

The Evaluation Committee reserves the right to reject any or all of the proposals received in response to this request in part or in whole. The Evaluation Committee also reserves the right to waive any minor irregularities in proposals at its discretion.

This RFP is being made available by electronic means. If accepted by such means, the vendor acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the vendor's possession and the version maintained by AMIkids, Inc., the version maintained by AMIkids, Inc. shall govern.

### **Vendor's Cost to Prepare Proposals**

Neither AMIkids, Inc. nor AMIkids Volusia is liable for any costs incurred by any Vendor for developing their proposals in response to this RFP. Costs for developing proposals in response to this request are entirely the obligation of the vendor and shall not be chargeable to AMIkids, Inc. nor AMIkids Volusia in any manner.

### **No Obligation**

This RFP in no manner obligates either AMIkids, Inc. or AMIkids Volusia to the use of any proposed products or services until a valid written contract is awarded and approved by the appropriate authorities.

### **Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Evaluation Committee determines such action to be in the best interest of AMIkids, Inc. and AMIkids Volusia.

### **News Releases**

News releases pertaining to any award made by AMIkids, Inc. as a result of this request **will not** be made without the prior written approval from the contact person listed in this RFP or an authorized AMIkids, Inc. or AMIkids Volusia representative.

## Proposal Evaluation Process

### Evaluation Process

The AMIkids, Inc./AMIkids Volusia Evaluation Committee will review and evaluate all proposals which are submitted by the RFP deadline and those that are presented in the format prescribed in this RFP.

### Proposal Evaluation

Vendor proposals will be evaluated in the following areas:

<b>Vendor History</b>	<b>5%</b>
<b>Vendor/Personnel Experience</b>	<b>5%</b>
<b>Vendor/Personnel Certifications or Awards</b>	<b>5%</b>
<b>Capacity to serve rural/remote geographic areas</b>	<b>5%</b>
<b>Vendor References</b>	<b>5%</b>
<b>Technical Features, Services or Specifications</b>	<b>15%</b>
<b>Extended Warranties</b>	<b>5%</b>
<b>Degree of Technical and Customer Service</b>	<b>5%</b>
<b>Exhibit 1 – Price Sheet</b>	<b>20%</b>
<b>Cost of Installing Additional Network Drops</b>	<b>5%</b>
<b>Budget Narrative/Cost Analysis</b>	<b>15%</b>
<b>Exhibit 2 – Contract based on provided sample</b>	<b>10%</b>

Responsive proposals will be evaluated on the evaluation factors listed in this RFP. All vendors who are asked to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The vendors with the highest scores will be selected as finalists based upon the proposals submitted. The vendor whose proposal is most advantageous to AMIkids Volusia, taking into consideration the evaluation factors, will be recommended for contract award. A serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. The AMIkids, Inc./AMIkids Volusia Evaluation Committee will select and notify the finalist(s) no later than the close of business on **January 31, 2019**.

**EXHIBIT 1- Price Sheet – MANDATORY Proposal Form**

All proposed prices and costs must be summarized on Exhibit 1. This form consists of four (4) pages. **ALL pages of this form must be included with your proposal.** The last page must be signed in order to meet the RFP eligibility requirements. Even if only a portion of services from the numbered list are being proposed, ALL pages *must* be included with your proposal and the last page *must* be signed in blue ink.

**Exhibit 1 - Price Sheet**

Item	Description of Eligible Product/Service	Make	Model	Quantity	Price
<b>Telecommunication Services</b>					
A.1	800 Service				
A.2	900/976 Call Blocking				
A.3	911/E911 Trunk Lines				
A.4	Alarm Telephone Line				
A.5	Cellular Service				
A.6	Centrex				
A.7	Conferencing Services				
A.8	Custom Calling Services				
A.9	Digital Transmission Services				
	T1, Cable, DS-1, DS-2, DS-3, Frame Relay, ISDN, etc.				
A.10	Direct Inbound Dialing (DIDs)				
A.11	Directory Assistance Charges				
A.12	Distance Learning Circuits				
A.13	Fax Machine Line				
A.14	Homework Hotline Service				
A.15	Inside Wiring Maintenance Plan				
A.16	Interactive Television (ITV)				
A.17	Interconnected VoIP				
A.18	Internet 2 Link Only				
A.19	Local Measured Service				
A.20	Local Phone Service				
A.21	Long Distance Telephone Service				
A.22	Message Rate Service				
A.23	Network Access Register				
A.24	Paging Service				
A.25	Permanent Virtual Circuit				
A.26	Personal Communication Service				
A.27	Phone Calling Cards				
A.28	PIC Change Charge				
A.29	POTS				
A.30	Radio Loops				
A.31	Satellite Services				
A.32	Shared Telephone Service				
A.33	Text Messaging				
A.34	Trunk				
A.35	Video Services				

Item	Description of Eligible Product/Service	Make	Model	Quantity	Price
A.36	Voice Mail Service				
A.37	Wide Area Network (WAN) Services				
A.38	Wireless WAN Services				
<b>Internet Access</b>					
B.1	Broadband Internet Access				
B.2	Cable Modem Service				
B.3	DSL Internet Access				
B.4	Domain Name Registration				
B.5	E-mail Account Fees				
B.6	E-mail Service				
B.7	Firewall Service				
B.8	GSP Rates				
B.9	Interconnected VoIP				
B.10	Internet Access				
B.11	T-1 Line				
B.12	Voice Mail Service				
B.13	Web Hosting				
B.14	WAN				
B.15	Wireless Internet Access				
<b>Internal Connections</b>					
C.1	Access Point				
C.2	Antenna				
C.3	Antenna Mast				
C.4	Attendant Console, PBX/Centrex				
C.5	Automatic Route Selection (ARS)				
C.6	Battery Backup				
C.7	Bridge				
C.8	Cable Modem				
C.9	Cabling				
C.9A	Caching				
C.10	CSU/DSU				
C.11	Circuit Card				
C.12	Client Access License				
C.13	CODEC/Video Encoder				
C.14	Conduit/Raceway/Power poles				
C.15	Connector				
C.16	Consumables				
C.17	Coupler				
C.18	Documentation				
C.19	E911 Reader Board				
C.20	E-Mail Software				
C.21	Enhanced Multimedia Interface (EMMI)				
C.22	Faceplate				
C.23	File Server				
C.24	Firewall				
C.25	FRAD				



Item	Description of Eligible Product/Service	Make	Model	Quantity	Price
C.26	Gateway				
C.27	Hard Disk Drive				
C.28	Hub				
C.29	Interface/Edge Device				
C.30	Key System (KSU)				
C.31	KVM Switch				
C.32	LAN				
C.32A	Managed Internal Broadband Svcs				
C.33	Master Control Unit (Video)				
C.34	Media Converter				
C.35	Memory Module (RAM)				
C.36	Monitors				
C.37	Multiplexer				
C.38	Multipoint Control Unit (Video)				
C.39	Network Interface Card (NIC)				
C.40	Network Interface Device (NID)				
C.41	Network Switches				
C.42	Operating System Software				
C.43	Phone Modem				
C.44	PBX				
C.45	Processor Terminator Card				
C.46	Proxy Server				
	1-yr Subscription for Content Filtering				
C.47	PVBX				
C.48	Raceways				
C.49	Racks & Cabinets				
C.50	Remote Access Components				
C.51	Routers				
C.52	Satellite Dishes (Leased)				
C.53	Serial Cards				
C.54	Storage Products				
C.55	Switchboard and Attendant Console				
C.56	System Improvements & Upgrades				
C.57	Tape Backup Units				
C.58	Terminal Adapter				
C.59	Terminal Server				
C.60	Transceiver				
C.61	TX - FX Converter				
C.62	Uninterruptible Power Supply (UPS)				
C.63	Video Amplifier				
C.64	Video Channel Modulator				
C.65	Video Equipment				
C.66	Virtual Private Network (VPN)				
C.67	Voice Compression Module				
C.68	Voice Interface Card				
C.69	Voice Mail Components				

Item	Description of Eligible Product/Service	Make	Model	Quantity	Price
C.70	Voice Mail Software				
C.71	Voice/Fax Network Module				
C.72	Voice/Video Over IP				
C.73	VoIP Telephony Equipment				
C.74	Web Server				
C.75	Wire and Cable Integration				
C.76	Wire Manager				
C.77	Wiring, Internal				
C.78	Wireless LAN Controller				
C.79	Wireless PBX Adjunct				
<b>Basic Maintenance of Internal Connections</b>					
D.1	Maintenance & Technical Support				
<b>Miscellaneous</b>					
E.1	Change Fees				
E.2	Configuration Charges				
E.3	Construction Costs				
E.4	Contingency Fees				
E.5	Extended Warranty				
E.6	Freight Assurance Fees				
E.7	Installation				
E.8	Per Diem				
E.9	Shipping Charges				
E.10	Taxes, Surcharges, and Other				
E.11	Technical Services / Project Mgmt				
E.12	Travel Time				
E.13	Installation of additional drops (per drop)				
<b>Cost of proposed items Sub-Total</b>					
F.1	<b>State/Local Sales Tax</b>				
<b>Total Cost of proposed items</b>					

<b>Submitted by:</b>
<b>Authorized Signature:</b>
<b>Printed Name and Title:</b>
<b>Date:</b>

**EXHIBIT 2- Sample Contract – MANDATORY Proposal Form**

**Contract**

**Terms & Conditions**

For the purposes of this Contract, “Vendor” refers to \_\_\_\_\_ and “Customer” refers to AMIkids Volusia, Inc..

Vendor’s Proposal is an offer to sell goods and/or Services described in the Proposal (“Offer”). Vendor submitted its Offer subject to the terms, conditions, and specifications of the Request for Proposal (“RFP”) as responded to by Vendor in its Proposal pursuant to the Customer’s RFP. The Contract shall become the sole and exclusive terms and conditions of the final Contract resulting from this RFP in the event Customer accepts Vendor’s Offer by issuing a written form of acceptance without reaching any further mutual written Contract on terms and conditions. This Contract is subject to the contract requirements of the Schools and Libraries Division (“SLD”) related to Form 471 filing for E-rate Funding Year 2019. Acceptance of Vendor’s offer is limited to E-rate Funding Year 2019 timelines.

This Contract for the sale of goods and Services is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), between \_\_\_\_\_, “Vendor” located at \_\_\_\_\_ and AMIkids Volusia, Inc. (“Customer”) located at 1420 Mason Avenue, Unit 110, Daytona Beach, FL 32117. Sale of goods and Services shall be scheduled to commence on or after July 1, 2019, the “In-Service” date. This Contract is subject to approval by the Board of Trustees (where applicable). Implementation and enforceability of this Contract is contingent upon the availability of Customer’s funding.

**Definitions**

All capitalized terms used in this Contract have the meanings set forth below or in the Sections of this Contract referred to below. Additional definitions may appear in Other Documents.

“**Completion Requirements**” are terms and conditions set forth in the RFP and Statement of Work, and subject to contract requirements of the Schools and Libraries Division (“SLD”) related to form 471 filing for E-rate Season 2019.

“**Contract**” sets out general terms and conditions which govern the relationship between Vendor and Customer. Some Products and Services may require additional and/or unique terms, which are set out in Attachments, Exhibits, Statements of Work, and other various documents (collectively “**Other Documents**”). This Contract and Other Documents are collectively referred to as the “**Contract**”.

“**Customer**” refers to AMIkids Volusia.

“**Default**” is failure to perform any material obligation under this Contract or violation of any material term or condition of this Contract, where such failure or violation is not remedied within thirty (30) calendar days following receipt of notification of Default.

“**Liabilities**” has the meaning for and definition as specified under the [Limitation of Liability](#) section.

“**Non-Standard Products**” are Orders for special, custom, value-added and other Non-Standard Products, including Products of manufacturers which do not appear on Vendor’s line card, Products which have been tested, assembled or integrated for Customer.

“**Order**” is a request for goods and services submitted on Customer’s standard purchase order form or on an alternate order form approved by Vendor, or otherwise by electronic means acceptable to Vendor. Customer’s Order shall be deemed to incorporate the terms and conditions of this Contract without reference in the Order to this Contract.

“**Other Documents**” is additional and/or unique terms, which are set out in Attachments, Exhibits, Statements of Work, and other various documents.

“**Price Sheet**” means the Price Sheet as specified in the original RFP and as incorporated to and made part of this Contract in Other Documents.

**“Product(s)”** are hardware, software, documentation, accessories, cabling, material, supplies, parts, and any other items that may be required for the performance and fulfillment of the Contract.

**“Service Providers”** mean third parties that perform Services. Service Providers include manufacturers and non-manufacturers who are sub-contracted by Vendor.

**“Services”** means Services performed by Vendor or Service Providers.

**“Standard Products”** means all Products that are not Non-Standard Products.

**“Statement of Work”** includes, but may not be limited to:

- (i) the service description;
- (ii) any additional terms and conditions for the Vendor Service;
- (iii) each party’s responsibilities;
- (iv) the conditions that Vendor must meet to complete the Vendor Service (“Completion Requirements”); and
- (v) cost thereof.

**“Third Party Terms”** such as a manufacturer’s warranty or shrink-wrapped software license, or a Service Provider’s Statement of Work, or terms and conditions, governing the relationship between the third party and Customer for a Product or Service.

**“Value-Added Work”** is work performed by Vendor on such Products to assemble or integrate the Product and Services.

**“Vendor Services”** are Services performed by Vendor or Service Providers.

**“Vendor”** refers to any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

**Structure**

This Contract sets out general terms and conditions which govern the relationship between Vendor and Customer. Some Products and Services may require additional and/or unique terms, which are set out in Attachments, Exhibits, Statements of Work, and other various documents (collectively “Other Documents”). This Contract and Other Documents are collectively referred to as the “Contract”.

Third Party Terms and conditions, such as a manufacturer’s warranty or shrink-wrapped software license, or a Service Provider’s Statement of Work or terms and conditions, govern the relationship between the third party and Customer for a Product or Service (collectively “Third Party Terms”).

The Other Documents may consist of but are not limited to:

Document	Date
Budget Narrative	
Completion Requirements	
Price Sheet	
Purchase Order	
RFP	
Statement of Work	
Other (Specify)	
Other (Specify)	

**Costs**

Total costs specified by Vendor in the Price Sheet shall be applicable for the period specified in Vendor’s Offer.

Customer is responsible for payment of all taxes imposed by any government authority unless Customer presents proof of tax exemption. State/Local Sales Tax should be included in total proposed price for non-exempt locations as applicable.

Shipping charges are included in Vendor’s Price Sheet and will not be invoiced separately. All shipments are F.O.B. point of origin.

**Orders**

Customer shall place an Order by submitting it on Customer’s standard purchase Order form or on an alternate Order form approved by Vendor, or otherwise by electronic means acceptable to

Vendor. Customer's Order shall be deemed to incorporate the terms and conditions of this Contract without reference in the Order to this Contract. Customer's purchase Order shall contain the authorized selection of components, specifications and Services of items listed upon Vendors Offer. Customer's Order is subject to Vendor's credit requirements. Customer's Order that has been accepted by Vendor shall be referred to as an "Order." Vendor, as applicable, may accept an Order by providing Customer a written confirmation of acceptance, sent by mail, email, facsimile or other electronic means. No Orders for Standard Products may be cancelled or rescheduled without Customer's written consent.

Vendor is responsible for meeting Customer's delivery requirements and will keep Customer informed of delivery status. Vendor will not be liable for delays in meeting delivery requirements that are outside the scope of Vendor's control. When Products are in short supply, Vendor reserves the right to allocate Products equitably, at Vendor's discretion and subject to Customer's prior approval.

Notwithstanding any provision of this Contract to the contrary, Orders for special, custom, value-added and other Non-Standard Products, Products which have been tested, assembled or integrated for Customer, work-in-process and Products otherwise identified by Vendor as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") as requested by Customer shall be non-cancelable and non-returnable.

**Risk of Loss/Title.**

Risk of loss and title shall pass to Customer upon delivery to point of installation.

**Payment**

Payment of the net amount of an invoice is due 30 days from the date of invoice or date of completion or installation, whichever is later. Additional payment terms are set forth in Other Documents. Checks are accepted subject to collection and the date of collection is deemed the date of payment.

**Vendor Services**

The following terms apply to Vendor Services:

Vendor Services: Vendor Services are Services performed by Vendor that Vendor makes available to Customer. The service description and any additional terms and conditions for a Vendor Service must be contained in a Statement of Work. Customer agrees to provide Vendor with sufficient and safe access to the premises where Customer requires Vendor Services to be performed.

Statement of Work: A separate Statement of Work may be required for each Vendor Service transaction at Customer's discretion. Customer's Order for Vendor Services is subject to acceptance by Vendor. The Statement of Work may include, but may not be limited to

- i) the service description;
- ii) any additional terms and conditions for the Vendor Service;
- iii) each party's responsibilities;
- iv) the conditions that Vendor must meet to complete the Vendor Service ("Completion Requirements"); and
- v) the cost thereof.

Any changes to the Statement of Work must be in writing and signed by both parties.

Completion Requirements: Vendor must inform Customer when any Completion Requirements included in the Statement of Work have been met. Unless a different period is provided in the Statement of Work, Customer shall have 30 days to notify Vendor if Customer believes the Completion Requirements have not been met. The Vendor Services are complete when the Completion Requirements have been met and have been certified as such by both parties.

Personnel: Vendor and Customer shall each designate a project representative. All Vendor and Customer personnel assigned to participate on their behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in the Statement of Work, each party has the right to determine the assignment and re-assignment of its personnel. Vendor may subcontract Vendor Services to Service Providers selected by Vendor. Vendor shall be wholly responsible for the performance of the Contract whether or not Service Providers are used.

Insurance: Vendor and Customer, respectively, shall be responsible, at their own cost and expense, for maintaining in effect policy or policies of insurance insuring against claims, demands or actions arising out of or in relation to the Vendor Services provided pursuant to this Contract, in an amount not less than \$500,000 in respect of injuries or death of any one person, \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$100,000 in respect of property damaged or destroyed. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.

**Vendor’s Limited Warranty**

Vendor Services.

Vendor’s Liability for Vendor Services performed by the Vendor or Vendor’s Service Providers that are determined by Vendor not to satisfy this warranty shall be limited to correcting such Services at no charge to the Customer for the period of one year from the date of installation.

**Products and Value Added Services.**

Vendor warrants to Customer that upon delivery to Customer, Products purchased hereunder will conform to the applicable manufacturer’s specifications for such Products, and that any Value-Added Work performed by Vendor on such Products to assemble or integrate the Product (“Value-Added Work”) will conform to applicable Customer’s specifications relating to such work. Vendor makes no other warranty, express or implied, with respect to the Products. However, in addition to any warranty and indemnification provided to Customer directly by the manufacturer of the Products acquired hereunder, Vendor will transfer any transferable warranties or indemnities Vendor receives from the manufacturer of the Products, including any transferable warranty and indemnities respecting patent infringement. With respect to Products which do not meet applicable manufacturer’s specifications and with respect to Value-Added Work by Vendor which does not meet applicable Customer’s specifications, Vendor’s Liability is limited, at Vendor’s election, to (1) repair of such Products, or (2) replacement of such Products; provided, however, that such Products must be returned to Vendor within thirty (30) days from date of delivery, transportation charges prepaid by Customer. Customer shall obtain a return material authorization number from Vendor prior to returning Product. Vendor will provide single point of contact for all warranty related issues for goods and Services covered by this Contract regardless of Service Provider or Manufacturer during the warranty period.

The warranties set forth in this section are the only warranties made by Vendor, and Vendor makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. In particular, vendor makes no warranty respecting the merchantability of the products or services sold or acquired hereunder, or their suitability or fitness for any particular purpose or use or respecting proprietary right infringement. Vendor does not authorize any person to assume for it the obligations contained herein.

**Limitation of Liability**

Except for the remedies provided hereunder with respect to warranties provided by Vendor, Customer agrees that it will look solely to the manufacturers of the Products acquired pursuant hereto, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys’ fees) resulting from any claim by Customer or any third party (including Customer’s employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in Contract, warranty, tort or otherwise (collectively “Liabilities”). Customer will defend, indemnify and hold Vendor harmless from and against all such Liabilities. Customer shall not in any event be entitled to, and Vendor shall not be liable for any indirect, special, incidental or consequential damages of any kind or nature, including, without limitation, business interruption costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of Customers, even if Vendor had been advised of the possibility of such damages. In no event shall Customer’s recovery from Vendor for any claim exceed the charges for the Services rendered, or the purchase price of any Products acquired, pursuant hereto, that are the subject of the claim whether such claim is brought in Contract, warranty, tort or otherwise. Vendor shall not be liable

for and Customer shall indemnify, defend, and hold Vendor harmless from any claims based on Vendor's compliance with Customer's designs, specifications or instructions, or modification of any Products by parties other than Vendor.

**Termination**

Either party may terminate this Contract without cause at any time by giving the other party at least thirty (30) days prior written notice. Vendor may terminate an Order according to the terms set forth for Default for which Customer refuses or is unable to accept delivery, or fails to make payment when due and does not make such payment within thirty (30) days after notice from Vendor that payment is past due without a reasonable and timely response from Customer. Either party may terminate this Contract and any Order with thirty (30) days notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed. Either party may terminate any Order for which the other party fails to perform any of its obligations hereunder with respect to such Order so as to be in Default and fails to cure such Default within thirty (30) days after written notice thereof. All Orders existing at the time of termination of this Contract shall remain in effect and shall be performed in accordance with the terms of this Contract, except Orders terminated in accordance with this Section. Customer shall pay for all Non-Standard Products Ordered by Vendor for Customer's account and work in process (including charges for labor and materials) as of the effective date of termination of this Contract or Order, as applicable. The exercise of the right to terminate this Contract or Order shall be in addition to any other right and remedy provided in this Contract or existing at law or equity that is not otherwise excluded or limited under this Contract.

**Intellectual Property**

If an Order includes software or other intellectual property, such software or other intellectual property is provided by Vendor to Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license Contract accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license contract. Unless otherwise provided in this Contract, Vendor is not the licensor and Customer acquires the license directly from the manufacturer or the manufacturer's authorized licensor.

**Confidential Information**

Customer and Vendor agree that if confidential information is to be exchanged they may require that a mutually agreeable non disclosure Contract be signed. This Section does not obligate either party to accept confidential information from the other party.

**Independent Contractors**

Vendor, and each of the Service Providers, shall act as independent Contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Contract does not establish a joint venture or partnership.

**Notices**

Any notice required or permitted to be sent to either party under the terms of this Contract or any Contract entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth below.

(Customer) Legal Name:  
AMIkids Volusia, Inc.  
(Customer) Billing Address:  
1420 Mason Avenue, Unit 110, Daytona Beach, FL  
32117

(Vendor) Legal Name: \_\_\_\_\_  
(Vendor) Billing Address: \_\_\_\_\_

(Customer) Billing Contact:  
Kathryn Haynes  
(Customer) Phone:

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(Vendor) Billing Contact:  
\_\_\_\_\_  
(Vendor) Phone:

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**General**

In the event of a conflict between the terms and conditions in this Contract and Other Documents, the Other Document shall prevail. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior Contracts, proposals and communications between the parties, written or oral, relating to the subject matter of this Contract. This Contract may only be modified in writing, and when duly signed by authorized representatives of both parties. Neither party shall be liable for failure to fulfill its obligations under this Contract or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay. This Contract shall be governed by and construed in accordance with the laws of the state of Florida. Except as specifically provided herein, neither Customer nor Vendor may assign this Contract or any of its rights or obligations hereunder without the prior written consent of either Party. Any such attempted assignment shall be null and void. This Contract shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. The failure of either party at any time to require performance by the other party of any provision of this Contract shall not affect the right of such party to require performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this Contract be taken or held to be a waiver of any provision itself.

If any clause or part of a clause of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the laws of the governing jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and shall survive unaffected. The headings used in this Contract are for convenience of reference only and shall be ignored in the construction and interpretation of this Contract.



**Vendor (E-Rate Service Provider)-Customer Contract Acceptance Page**

The Customer’s signing of this document shall constitute a binding Contract (“Contract”) between Vendor and the undersigned Customer in accordance with the requirements of the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (USAC), regarding E-rate funding.

Agreed and accepted in WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the dates written below:

_____	_____
(Customer)	(Vendor)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

By signing and therefore executing this Contract the Customer confirms;

- They have selected Vendor (SPIN# \_\_\_\_\_) as their e-rate Service Provider pursuant to the SLD’s requirements for filing form 471.
- Terms, conditions, and specifications of the Contract are governed by this Contract, Customer’s Request for Proposal, as responded to by Vendor in its Offer, and Other Documents attached to this Proposal.
- All Statements or Scopes of Work related to Services, if any, contained in this proposal have been read and are understood with regard to the proposed scope of work, deliverables, assumptions, Vendor responsibilities, and completion criteria.
- The person signing this Contract represents they have actual authority to execute this instrument and therefore bind the Customer to the requirements of this Contract.

Contract Reference Number: \_\_\_\_\_

(Customer) Legal Name: \_\_\_\_\_

(Customer) Billing Address: \_\_\_\_\_

(Customer) Billing Contact: \_\_\_\_\_

(Customer) Phone: \_\_\_\_\_