

# Request for Proposal

<b>Eligible Entity:</b>	<b>Nexus 505 169 Highway N, Suite 500 Plymouth, MN 55441</b>
<b>Description:</b>	<b>E-Rate Priority 1</b>
<b>RFP Number:</b>	<b>NEXUS20130622211834</b>
<b>470 Number:</b>	<b>427060001148419</b>
<b>470 Post Date:</b>	<b>02/07/2014</b>
<b>RFP Due Date:</b>	<b>03/07/2014 at 2:00PM local standard time</b>
<b>Billed Entity Number:</b>	<b>16049107</b>
<b>Email Address:</b>	<b><a href="mailto:NEXUS@adsadsi.com">NEXUS@adsadsi.com</a></b>

Nexus ("NEXUS") 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. NEXUS 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 Nexus.

PREQUALIFICATION: None Required  
MANDATORY JOB WALK: None  
BID MARKING: 427060001148419  
PLACE OF SEALED BID RECEIPT: Nexus  
Attn: Tyson Schumacher  
505 169 Highway N, Suite 500  
Plymouth, MN 55441  
METHOD OF BID RECEIPT: E-mail to [NEXUS@adsadsi.com](mailto:NEXUS@adsadsi.com)  
Personal delivery, courier, or mailed via United States Postal Service to above address.  
Late offers shall not be considered.

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

**Note: Nexus 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 services sought within this RFP to either one or multiple Bidders – as appropriate. By issuing this RFP, NEXUS is not required to award all services for which pricing is sought. An award may or may not be given for services requested. NEXUS retains the right to award contracts based on their evaluation of the responses received in accordance with this RFP.

Responses to the RFP shall not require demonstrations. Responses requiring demonstrations for evaluation may not be considered.

## **QUESTIONS:**

All questions must be posted to [http://adsadsi.com/rfp\\_year\\_17.shtml](http://adsadsi.com/rfp_year_17.shtml) in order to assure all service providers have access to the same information. 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 may 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 may not be answered – i.e. questions submitted via text, E-mail, or asked via a telephone, or left on a voicemail may 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.

**The projects and services discussed within this RFP depend on funding from the E-Rate Program. If E-rate funding is deemed unavailable for any project, in whole or part, NEXUS may terminate any and all contractual commitments. In addition, NEXUS expects its Service Providers to make themselves thoroughly familiar with all rules and regulations regarding the E-Rate Program.**

## **Terms and Conditions**

**Definitions 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 posted to [http://adsadsi.com/rfp\\_year\\_17.shtml](http://adsadsi.com/rfp_year_17.shtml). The Service Provider shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

**Submission of Inquires.** The Purchasing Manager or the person identified in the Solicitation as the contact for inquires requires that all inquiries to be posted to [http://adsadsi.com/rfp\\_year\\_17.shtml](http://adsadsi.com/rfp_year_17.shtml). 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 five (5) 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 statement posted to [http://adsadsi.com/rfp\\_year\\_17.shtml](http://adsadsi.com/rfp_year_17.shtml). A Service Provider may not rely on verbal responses to inquiries.

**Solicitation Amendments.** The Solicitation shall only be modified by a post to [http://adsadsi.com/rfp\\_year\\_17.shtml](http://adsadsi.com/rfp_year_17.shtml).

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

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

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

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

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

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

Cost of Offer Preparation. NEXUS 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. NEXUS is subject to all applicable state and local taxes. If Service Providers do not indicate taxes on a separate item in the Offer, NEXUS 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 to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

## Submission of Offer

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

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

Public Record. Under E Rate Program Rules, all Offers submitted and opened must be retained by NEXUS 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 NEXUS. 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. NEXUS shall make a determination on whether the stamped information is confidential pursuant to NEXUS'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 NEXUS 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 shall 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, NEXUS 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, NEXUS 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 NEXUS. If the Purchasing Manger determines that an aggregate award to one Service Provider is not in NEXUS'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 NEXUS'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, 2014.

Final Acceptance. Final acceptance for NEXUS 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 NEXUS 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. NEXUS 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 NEXUS determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by NEXUS for testing and inspection.

Notices. Notices to the Contractor required by this Contract shall be made by NEXUS to the person indicated on the Service Provider Authorized Response submitted by the Contractor unless otherwise stated in the Contract. Notices to NEXUS 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 NEXUS.

Property of NEXUS. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of NEXUS. 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 NEXUS.

### **Costs and Payments**

Payments. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from NEXUS 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 NEXUS. NEXUS shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

State and Local Taxes. NEXUS 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 NEXUS 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 NEXUS.

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 NEXUS for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. NEXUS 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. NEXUS 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 NEXUS against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by NEXUS of materials furnished or work performed under this Contract. NEXUS 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 NEXUS 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 NEXUS 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 NEXUS.

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 Service Provider 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.

## **NEXUS's Contractual Remedies**

Right to Assurance. If NEXUS 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 NEXUS's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

Stop Work Order.

NEXUS 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 NEXUS 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, NEXUS 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. NEXUS shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by NEXUS or damages assessed by NEXUS 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. NEXUS 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 NEXUS 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. NEXUS may, by written notice, terminate this Contract, in whole or in part, if NEXUS determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of NEXUS 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. NEXUS, 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. NEXUS may, by written notice to the Contractor, immediately terminate this Contract if NEXUS 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. NEXUS 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 NEXUS. 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 NEXUS. 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, NEXUS 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 NEXUS.

NEXUS 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 NEXUS for any excess costs incurred by NEXUS 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).

## **Scope of Work - Priority 1**

**Service providers shall propose an implementation plan with a seamless transition for the delivery of service. The service delivery plan must mitigate the risk of downtime and assure continued uptime during business hours. Work that requires the interruption of the current service shall be performed after hours and at a time that is agreeable to NEXUS. All proposed solutions shall be fully tested to assure the service expectations defined within this document. If a new service provider is selected and their services deployed, it is expected to run alongside the current solution and in conjunction with NEXUS expectations for at least 10 days prior to replacing the existing service.**

### Service or Function / Quantity and/or Capacity

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-Telephone Service: Local and Long Distance Service for up to 3 POTs line.

-Digital Transmission Service: A fiber or copper to the curb service, or some similar technology for transport (including circuit loop and port charges) - may consist solely of, or be a combination of DS1, DS3, optical, Ethernet or similar type of technology designed to provide bandwidth, voice, video and data services - please include all setup costs (NRCs) and any required equipment cost.

-Telephone Service / Internet Access: Interconnected VoIP for up to 30 lines, currently under contract.

-Telephone Service: Up to 10 voice conferencing service plans.

-Telephone Service / Internet Access: Wireless (Cellular) service for up to 20 lines w/optional internet/data plans and text messaging  
Internet Access: Up to 1Gbps of Internet Service with the preference of an Ethernet handoff and options for IPs, Managed Service and Firewall Protection, please include any required CPE & Installation Fees.

-Telephone Service Components: At least 20 DIDs, up to 500.

-Telephone Service Components: Text Messaging, Directory Assistance and Inside Wire Maintenance.

## **Service Provider Instructions**

### **Service Provider RFP Response Cover Sheet:**

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

In addition to the Service Provider Quote Cover Sheet, please include all relevant documentation to include, but not limited to: Scope of Work, Authorized Master Service Agreement, Detail Line Item Pricing, Taxes, Surcharges, and/or Maintenance Service Agreement, etc. A proposed agreement or contract **must** specifically identify the eligible components covered, including product name, model number, and location.

### **Service Provider Evaluation:**

<b>Factor</b>	<b>Value</b>	<b>Weight</b>	<b>Score</b>
<b>Price of the ELIGIBLE goods and services</b>		<b>30%</b>	<b>0</b>
<b>Prior experience</b>		<b>20%</b>	<b>0</b>
<b>Other Cost Factors (Ineligible Goods and Services)</b>		<b>20%</b>	<b>0</b>
<b>Personnel, Management Qualifications and Capability</b>		<b>25%</b>	<b>0</b>
<b>Local Vendor</b>		<b>5%</b>	<b>0</b>
<b>Total</b>		<b>100%</b>	<b>0</b>

**Note: The above worksheet is available for download – please visit: [http://www.adsadsi.com/rfp\\_fy17.htm](http://www.adsadsi.com/rfp_fy17.htm).**

Ability to meet billing preference and provide a Service Level Agreement shall be considered a Capability.

### **Service Provider RFP Response:**

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

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

All bids may be submitted in sealed envelopes (appropriately marked) or sent via e-mail to: [NEXUS@adsadsi.com](mailto:NEXUS@adsadsi.com) with the 470 Number in the subject line. Bids submitted without the 470 Number in the subject line may be disqualified and may not be evaluated. Please submit bids in either Microsoft Office Format (.doc, .xls, etc.) or Adobe .pdf files. Facsimile, telegraphic or mailgram offer(s) shall be rejected and not considered.

By submitting a response, Service Provider Agrees to all Terms and Conditions contained within. If Service Provider's response is selected, Nexus shall award NEXUS20130622211834 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. Nexus 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.

Nexus  
 Item 21 for 470 427060001148419

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

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

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

Note: The above worksheet is available for downloaded – please visit: [http://www.adsadsi.com/rfp\\_fy17.shtm](http://www.adsadsi.com/rfp_fy17.shtm).

## **Service Provider Authorized Response**

This form must be completed and returned with RFP response.

<b>Form 470 Number:</b>	<b>427060001148419</b>
<b>Description:</b>	<b>E-Rate Priority 1</b>
<b>RFP Number:</b>	<b>NEXUS20130622211834</b>
<b>RFP Due Date:</b>	<b>03/07 /2014 at 2:00PM local standard time</b>
<b>Term:</b>	<b>July 1, 2014 thru June 30, 2015 unless otherwise specified</b>

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

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

**If Service Provider's response is selected, Nexus shall award NEXUS20130622211834 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

\_\_\_\_\_  
NEXUS Authorized Signature

\_\_\_\_\_  
Date of NEXUS Signature