



Request for Proposal

Wavelength-based Optical Network Services

May 27, 2020

Issued by MARIA, Inc., on behalf of its Members:

The College of William and Mary
George Mason University
James Madison University
Old Dominion University
The University of Virginia
Virginia Commonwealth University
Virginia Tech

MARIA, Inc.
Suite 42
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Blacksburg, VA 24060

Wavelength-based Optical Network Services
Request for Proposal #JJ00002
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This Request for Proposal (RFP) has been posted on the MARIA web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: <http://www.marialliance.net/procurement>. It is the firm's responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Email rfp@marialliance.net if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the MARIA Buyer listed in Section VI, Information about this RFP.

I. Overview of the RFP Process

The Mid-Atlantic Research Infrastructure Alliance ("MARIA"), a Virginia public corporation, seeks an experienced firm (or firms) to provide data network services to its Members ("MARIA Members"). This RFP is part of a competitive procurement process which helps to serve the MARIA's Members best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and MARIA has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm (or firms) selected to provide goods and/or services to MARIA Members is referred to as the "Selected Firm". (Any reference in the RFP to the "Selected Firm" may refer to more than one Selected Firm if MARIA chooses to make multiple awards as a result of this RFP.) This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the MARIA proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and MARIA to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement

activities. The Commonwealth and MARIA encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of MARIA

Due to the research-intensive nature of its membership, MARIA Member institutions require specialized high-performance network connections to support the needs of their campus research groups. In particular, reliable high performance network connections to [Internet2 \(http://www.internet2.edu\)](http://www.internet2.edu) and/or major network and cloud provider points of presence are essential to many research endeavors. While MARIA Members presently use a variety of mechanisms to connect to Internet2 in Northern Virginia and Atlanta, none of the members presently have the level of performance, redundancy, and fault tolerance that will be needed in the coming years. The primary focus for this RFP is to enable MARIA Members to procure high-speed network links between several member schools and the MARIA points of presence in Ashburn VA and Atlanta, GA. Another focus for this RFP is to establish an agreement or agreements that enable MARIA Members, at their discretion, to order additional high-speed network transport between other sets of endpoints, including local endpoint pairs served by technologies such as metro ethernet, business Internet, and similar solutions.

This RFP has been specifically designed to enable firms to propose their best solutions for meeting the needs of MARIA Members. MARIA invites firms responding to this RFP to submit proposals that present different options for the provision of Goods and Services, and/or alternate creative proposals. MARIA will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the MARIA members are met.

MARIA reserves the right to award to multiple Selected Firms to provide any part of the goods and services discussed in this RFP.

Once an award or awards are made by MARIA, individual MARIA Members will place service orders directly with the Selected Firm(s), leveraging MARIA agreement(s), and

using the standard procurement procedures in place at the member institution. These member institution procedures will at least involve the issuance of a Purchase Order. The need for some additional terms and/or conditions is also a possibility.

III. Scope of Goods and Services

It is the MARIA's intent to enter into "Agreement(s)" with the Selected Firm(s) for network services to include those goods and services (the "Goods and Services") necessary to help the MARIA Member institutions achieve their network connectivity goals as outlined in this RFP. In order to achieve these goals, the Selected Firm may be requested to provide those Goods and Services outlined in this Section III. Anticipated initial service endpoints are summarized in Attachment 4, Anticipated Initial Service Needs.

1. Service Type: 1/10 Gbps Wave Unprotected

The 1 or 10 *Gbps Wave Unprotected* Service Type consists of a point-to-point 1 Gbps or 10 Gbps circuit between two endpoints. These point-to-point 1 or 10 Gbps circuits are to be delivered by the Selected Firm to provide connectivity between the endpoints specified by the MARIA Member. An "Unprotected" connection is defined as a circuit that *is* subject to a service outage due to the failure of a single component (e.g., fiber cut, optical amplifier failure, etc.).

2. Service Type: 1/10 Gbps Wave Protected

The 1 or 10 *Gbps Wave Protected* Service Type consists of a point-to-point 1 Gbps or 10 Gbps circuit between two endpoints. These point-to-point 1 or 10 Gbps circuits are to be delivered by the Selected Firm to provide connectivity between the endpoints specified by the MARIA Member. A "Protected" connection is defined as a circuit that *is not* subject to a service outage of more than one second due to the failure of any single component (e.g., fiber cut, optical amplifier failure, etc.). Some MARIA members may require a maximum outage time of 100 ms, Firms must include failover time in their proposal service description.

3. Service Type: 100 Gbps Wave Unprotected

The *100 Gbps Wave Unprotected* Service Type consists of a point-to-point 100 Gbps circuit between two endpoints. These point-to-point 100 Gbps circuits are to be delivered by the Selected Firm to provide connectivity between the endpoints specified by the MARIA Member. An “Unprotected” connection is defined as a circuit that *is* subject to a service outage due to the failure of a single component (e.g., fiber cut, optical amplifier failure, etc.).

4. Service Type: 100 Gbps Wave Protected

The *100 Gbps Wave Protected* Service Type consists of a point-to-point 100 Gbps circuit between two endpoints. These point-to-point 100 Gbps circuits are to be delivered by the Selected Firm to provide connectivity between the endpoints specified by the MARIA Member. A “Protected” connection is defined as a circuit that *is not* subject to a service outage of more than one second due to the failure of any single component (e.g., fiber cut, optical amplifier failure, etc.). Some MARIA members may require a maximum outage time of 100 ms, Firms must include failover time in their proposal service description.

5. Service Type: Dark Fiber

The *Dark Fiber* Service Type consists of a pair of point-to-point unlit single-mode optical cable strands between the specified endpoints. The cable must have optical characteristics similar to Corning SMF-28e and meet or exceed the ITU-T G.652A, B, C, and D requirements. Firms quoting long dark fiber paths that are beyond the distance or loss budget of common network optronics must include provisions, e.g., space, power, and/or services, for amplification/regeneration equipment as part of the design and quote. Point-to-point Dark Fiber links are to be delivered by the Selected Firm to provide connectivity between the endpoints specified by the MARIA Member. All Dark Fiber links are considered to be “Unprotected” connections and are defined as a circuit that *is* subject to a service outage due to the failure of a single component. Requests for Dark Fiber services may include requirements that the cable path avoid certain streets or routes in

order preserve MARIA member ability to build fault-tolerant services.

6. Provisions for all 1/10/100 Gbps Wave Service Types

a. Member Equipment Interconnect Reliability

The connection between the Selected Firm and the MARIA Member equipment at each endpoint is not considered in the determination of whether a circuit qualifies as a Protected service.

b. Member Equipment Interconnect Type

The Selected Firm will provide 1000Base-LX10, LAN-PHY 10GBASE-LR, and appropriate 100GBASE-x interfaces to connect to MARIA Member equipment.

c. Certification of Cross-connect Availability

The Selected Firm must certify that their termination locations for all endpoints are either in MARIA Member owned facilities or are located in commercial data centers where MARIA Members will be able to order optical cross-connects to their equipment. MARIA strongly prefers that firms provide cross-connects for their services, see Attachment 5, Fees/Financial Proposal, but MARIA will entertain separate procurement of cross-connects on a per-circuit exception basis.

d. Alternate Member Endpoints

MARIA Member institutions often have locally owned fiber-optic cable plant available at locations other than what is specified in Attachment 4, Anticipated Initial Service Needs. (Firms without existing fiber optic facilities at the specified endpoints are encouraged to contact MARIA about potential alternative endpoint locations. Contact should be made as per Section VI.B, Issuance of RFP and Questions.)

e. Requests for unprotected services may include requirements that the cable path avoid certain streets or routes in order preserve MARIA member ability to build fault-tolerant services.

7. Testing

All services must be appropriately tested with test results delivered to the MARIA member prior to the commencement of service.

8. Other Goods and Services

The Selected Firm may choose to offer other network services to MARIA Members. Examples of such services might include slower than 1 Gbps circuits, metro connectivity services (e.g., Transparent Lan Service), cloud interconnect, commodity Internet, and, in the future, higher-speed links. MARIA welcomes creative proposals that lower costs while meeting member requirements.

9. Warranty and Service

The Selected Firm will provide year-round 24x7 repair and support services for the network circuits it provides to MARIA Member institutions. Accordingly, attributes of the Selected Firm's service/support program will include, but not be limited to:

1. 24-hours/7-day-week technical support availability via telephone.
2. Field service/maintenance will be provided by qualified technicians who are trained to install and support the Goods and Services described in this RFP.
3. Included parts, labor, and travel expenses related to maintenance/repairs.
4. Remote assistance, if not on-site.
5. A published Service Level Agreement.

IV. Basis of Selection

MARIA will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:

- A. The firm's plan to assist MARIA to meet its goals as discussed in Section II, Background Discussion and Goals of MARIA, and Section III, Scope of Goods and Services;
- B. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;

- C. The firm's references from commercial entities, institutions of higher education, teaching hospitals, and other clients which are comparable to MARIA Members;
- D. The firm's financial proposal including but not limited to discounts, service charges and other charges;
- E. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
- F. The contractual terms which would govern the relationship between the MARIA members and the Selected Firm;
- G. The firm's plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses; and
- H. Any other factors relevant to the firm's capacity and willingness to satisfy the needs of MARIA institutions.

Note: MARIA reserves the right to make award to one or more Selected Firms to provide all or part of the Goods and Services.

V. Contents of the Proposal

Proposals should include information outlined in this section. Proposals are to be submitted, in electronic form, via email to rfp@marialliance.net following the procedures specified in Section VI.D, Proposal Deadline.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of a firm's lack of cost consciousness. Elaborate artwork and/or expensive visual and other presentation aids are neither necessary nor desired.

While the information provided may be brief, firms must include the following information:

A. Goods and Services

In addition to completion of Table 1, Pricing, contained in Attachment 5, Fees/Financial Proposal, firms should also provide the information listed below

for all proposed Goods and Services. MARIA prefers answers that are short and concise.

1. Describe how your firm will provision the network services described in this RFP. This includes a fiber path map which, at a high level, shows the fiber path(s) for the set of initial circuits specified in Attachment 4, Anticipated Initial Service Needs.
2. MARIA invites proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals from firms. MARIA will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the MARIA Members are met.

B. Firm Information, Personnel, References

In addition to completion of all relevant Exhibits contained in Attachment 5, Fees/Financial Proposal, firms should provide this information for all proposed Goods and Services:

1. Provide a brief history of the firm and its experience in providing network services similar to those described in this RFP.
2. Provide information on the individuals that the Firm proposes to work with MARIA Members.
3. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm's proposal and any subsequent responses required of the firm as a part of the RFP process.
4. Describe those aspects of the firm and its proposed Goods and Services that the firm believes will differentiate its proposal from other competing firms.
5. Provide a list of all of the firm's similarly situated clients comparable to the MARIA Members indicating the length of service of each account. MARIA may contact and/or visit any of these accounts. Include appropriate contact information for each listed client.

6. Provide firm references for services similar to those described in this RFP, specifically identifying any clients that are academic institutions.
7. Provide a list of all clients lost within the last three years which includes:
 - a. A contact name and telephone number
 - b. Length of service at the account
 - c. Reason for the loss
8. Provide a copy of the firm's most recent audited financial statements.
9. Provide the amount of annual sales the firm has with each MARIA Member institution.
10. Provide the name of the individual responsible for the firm's supplier diversity program. This individual is responsible for implementing and reporting on the firm's Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.
11. State law requires that certain projects that may fall within the scope of this RFP be performed by a contractor licensed by the Commonwealth of Virginia. Other projects within the scope of this RFP need not be performed by a licensed contractor. If a firm desires to be considered for all projects within the scope of this RFP, the firm will provide with its proposal a copy of the firm's Commonwealth of Virginia Contractor's License. If a firm does not provide with its proposal a copy of the firm's Commonwealth of Virginia Contractor's License, the firm will be not be considered for award by MARIA unless the firm certifies that a contractor license is not legally required to perform any work related to the project.

C. Financial Proposal

In addition to completion of all relevant Exhibits contained in Attachment 5, Fees/Financial Proposal, firms should provide this information for all proposed Goods and Services:

1. Describe the fees that will be charged for the Goods and Services. Ensure that fees are provided for all Goods and Services' categories proposed by the firm.
2. Describe how MARIA Members will be charged. Include any additional discounts available for early payment of invoices.
3. Describe how MARIA Members will benefit from cost savings by accepting the firm's proposal.
4. Payment Acceptance
State the firm's agreement to accept payment under the standard terms used by the MARIA Member institutions. Some MARIA Members require electronic payment or otherwise charge a fee for checks.

For example, the University of Virginia requires firms to receive payments electronically via Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment. Prior to the University of Virginia placing an order via this procurement, the Selected Firm will be required to contact University of Virginia Procurement Services' Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

D. Contractual Arrangements

1. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
2. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
3. Provide a written statement with the firm's proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.

4. Provide a list of clients with which the firm has signed a term contract for services similar to what is described in the RFP that allows for cooperative procurement and/or if the firm has established a relevant General Service Administration (GSA) schedule contract.

E. Site Visits

It may be necessary or desirable for MARIA's evaluation team of less than ten people to travel to a site chosen jointly by the firm and MARIA to view its operation. Each firm will indicate whether it will reimburse MARIA for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by MARIA for its travel.

F. Small, Women-owned and Minority-owned (SWAM) Business

MARIA is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. Please tailor your firm's SWAM plan to assist MARIA in meeting its goal.

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by the Virginia Department of Minority Business Enterprise (DMBE). All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

If the firm is not a SWAM firm, describe the firm's partnering relationships with SWAM firms and how it plans to support MARIA's goal to increase SWAM business.

G. Other Information

Provide any other information which MARIA should consider in evaluating the firm's proposal.

VI. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

Issue Date of RFP:	05/27/2020
Preproposal Conference Call:	06/10/2020
Deadline for Receipt of Proposals:	06/24/2020
Oral Presentations and Negotiations:	07/06/2020 – 07/24/2020
Contract Award(s):	07/27/2020 – 08/31/2020

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:

Mid-Atlantic Research Infrastructure Alliance, Inc.
Suite 42
1770 Forecast Drive
Blacksburg, VA 24060
rfp@marialliance.net

MARIA does not take responsibility for lost or misdirected mail or missing email. Firms that fail to receive a prompt response from MARIA should follow-up with another message. Note that as per Section V, Contents of the Proposal and Section VI.D, Proposal Deadline, Firms **must** submit their proposal via email to rfp@marialliance.net.

MARIA Buyer

Attention:	James Jokl
Telephone:	(434) 924-0616
Email:	jokl@virginia.edu

Any questions concerning this RFP will be directed to James Jokl as listed above and not to any other person at MARIA or any MARIA Member institution.

C. Preproposal Conference Call

A conference call for firms receiving this RFP will be held on Wednesday June 10, 2020 at 10:00 a.m. EDT. Conference call bridge information will be published on the MARIA website (<http://www.marialliance.net/procurement/>) shortly before the call date. Participation in this conference call is advised if your firm wishes to raise any questions in connection with this RFP. MARIA may present general information which may be helpful in the preparation of proposals and offers firms the opportunity to ask questions concerning this RFP. No firm may use more than two slots on the teleconference bridge for this conference.

Firms planning to participate in the Preproposal Conference Call should notify, via email, the buyer listed in Section VI.B, Issuance of RFP and Questions, no later than 05:00 p.m. EDT on Monday June 8, 2020 of the names, titles, and phone numbers of the individuals who will participate.

D. Proposal Deadline

All proposals must be received at the Issuing Office by 3:00 p.m. EDT, on Wednesday, June 24, 2020. Proposal submission is via email as specified in Section VI.B, Issuance of RFP and Questions. The Firm's proposal must be formatted as a single Microsoft Word document. MARIA does not desire to receive documents that are not formatted using Microsoft Word. However, preprinted materials that Firms decide must be included with their proposals should be scanned and embedded into the Microsoft Word document. Alternatively, a small number of scanned documents may be included, as attachments, directly in the email message containing the main proposal. The Excel pricing worksheet may be submitted as a separate file or embedded into the firm's primary Microsoft Word document response. The MARIA Buyer will send a confirmation email message upon receipt of a Firm's proposal and a second confirmation email message within two business days verifying that the materials submitted by the Firm are readable.

Firms using email systems with messaging size limits that preclude using email to submit their Proposal may instead submit an email message containing a URL for the MARIA Buyer to download the Firm's proposal file(s).

E. Oral Presentations and Negotiations

An oral presentation by two or more firms may be required after written proposals are received by MARIA. If MARIA requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations with two or more firms will be conducted by MARIA on the firms' financial proposals and proposed terms and conditions. Oral presentations and negotiations are tentatively scheduled for the period of Monday July 6, 2020 through Friday July 24, 2020.

F. Communications Between MARIA and the firms Regarding This RFP

Informal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when MARIA rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any MARIA Member, with the exception of the MARIA Buyer, for information, comments, speculation, etc.; and
2. Requests from any MARIA Member, or any employee of a MARIA Member, with the exception of the MARIA Buyer for information, comments, speculation, etc.

Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when MARIA rejects all proposals, all communications between MARIA and the firms will be formal, or as provided for in this Request for Proposal, or as requested by MARIA. Formal communications will include but not be limited to:

1. Preproposal Conference Call
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm

All proposals received will first be carefully evaluated by MARIA, and then MARIA intends to conduct negotiations with two or more firms. After negotiations have been conducted, if MARIA chooses to make award, MARIA will select the firm which, in its opinion, best meets the needs of the MARIA members. Alternately, if MARIA determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, MARIA intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because MARIA may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that MARIA reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal

MARIA will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by MARIA, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

MARIA includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. MARIA encourages any firm which feels that a mandatory provision is unreasonable to contact MARIA before proposals are due so MARIA can consider amending the provision. MARIA includes preferred provisions so that any difference between the firm and MARIA's preferred contractual provisions can be considered during MARIA's evaluation of proposals.

1. Mandatory Provisions

Each proposal received by MARIA in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, MARIA and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to

consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

- a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section VI-D, Proposal Deadline.
- b. If selected by MARIA, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

2. Preferred Provisions

Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by MARIA in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

- a. The firm consents to MARIA contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which MARIA wishes to contact; and
- b. If selected by MARIA, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

MARIA reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to MARIA or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between MARIA and the Selected Firm exists, or when MARIA rejects all proposals.

J. Virginia Freedom of Information Act

Firms should note that MARIA intends to provide all pertinent information about this procurement to its members. To the extent that MARIA Members are agencies of the Commonwealth of Virginia and place orders pursuant to any agreements that result from this RFP, they are generally bound by the Virginia Freedom of Information Act.

Accordingly, except as provided below, once an award is announced, firms should assume that all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Additionally, a firm may not request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, MARIA and its member institutions do not discriminate against faith-based organizations.

B. Conflict of Interests

The Selected Firm represents to MARIA that its entering into this Agreement with MARIA and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing, and executed by the individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt. All such notices will be addressed to a party at such party's address as shown below.

If to MARIA:

Chair of the MARIA Board of Directors
Mid-Atlantic Research Infrastructure Alliance, Inc.
Suite 42
1770 Forecast Drive
Blacksburg, VA 24060

If to the Selected Firm:

Title:

Selected Firm:

Street Address:

City, State, Zip Code

(Normally, the person signing the Selected Firm's proposal in response to MARIA's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.)

F. Independent Contractor

The Selected Firm is not an employee of MARIA or any MARIA Member, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, MARIA, MARIA Member institutions, and their employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind MARIA, or to otherwise act on behalf of MARIA, except as MARIA may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

The Selected Firm will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs, particularly as it relates to the Virginia Workers' Compensation Act.

H. Drug-Free Workplace

The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on the property or any MARIA Member.

During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. Information Technology Access

All electronic and information technology procured through this RFP must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>.

Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by MARIA Members will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the MARIA Board determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of

information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration

The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee

The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

L. License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

If applicable to the Services described in this Agreement, the Selected Firm must possess and maintain such an appropriate license. A copy of the license must be furnished upon request to any MARIA Member.

M. Unauthorized Alien Use.

The Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.

Attachment 2
Preferred Contractual Provisions

A. Goods and Services

During the term of this Agreement, the Selected Firm will provide for the MARIA Member the goods and services offered to the MARIA Member by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the MARIA Member and as may be further specified by MARIA in writing when it selected the firm.

B. Term of Agreement

The term of this Agreement will be for five years, with the ability to renew on the same or similar terms and conditions, for two additional five-year periods if mutually agreeable to MARIA and the Selected Firm. The Selected Firm and MARIA will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement. This Agreement remains in effect for the duration of any order initiated by a MARIA Member during the term of this Agreement even if such order's duration extends past the technical end of this Agreement's term. *(For example, if one year remains on the term of this Agreement at the time that a MARIA Member places a three-year order, the terms of this Agreement remain in force, for that order, for two years past the technical expiration of this Agreement's term.)*

C. Waiver

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

D. Indemnification

The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, MARIA, MARIA Members, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided to MARIA Members may be used by MARIA Members without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save MARIA and MARIA Members (its employees and agents) from and against any such claim.

E. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

F. Termination

If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by MARIA, and, upon receipt of notice from MARIA, does not correct the deficiency, to MARIA's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, MARIA reserves the right to terminate this Agreement upon written notice to the Selected Firm.

G. Non-Appropriation

Funding for all MARIA Members' orders with the Selected Firm which accesses any Agreement resulting from this RFP is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support such order(s) is not appropriated, whether in whole or in part, then these order(s) may be terminated by the MARIA Member effective the last day for which appropriated funding is available.

H. Right of Audit

MARIA reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding a MARIA Member's account at any time during the term of this Agreement and for five years thereafter. The Selected Firm will make available to MARIA all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of MARIA to require that the Selected Firm perform self-audits within reasonable parameters established by MARIA.

I. Contractual Claims

This Agreement is subject to MARIA's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

J. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP and/or related order from a MARIA Member. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to MARIA or a MARIA Member. The Selected Firm will maintain insurance which meets or exceeds the requirements of MARIA with insurance companies that hold at least an A-financial rating with A.M. Best Company. No Agreement will be executed by MARIA until the Selected Firm satisfies the insurance requirements of MARIA. The Selected Firm will be required to provide MARIA with a valid Certificate of Insurance before providing any goods or services to a MARIA. MARIA reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$2,000,000 per occurrence and a \$5,000,000 aggregate, with coverage for the following:

Premises/Operations Products/Completed Operations
 Contractual Independent Contractors
 Personal Injury Additional Insured*

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per accident with the following coverages for vehicles operated by their employees.

Any Automobile Owned and Non-Owned Automobiles

Errors and Omissions Liability:

The Selected Firm and any Subcontractor will provide a minimum of \$1,000,000 per claim for errors and omissions in the performance of the services outlined in this RFP.

*Additional Insured:

MARIA will be named as an Additional Insured. Additionally, each MARIA Member placing an order via any Agreement resulting from this RFP will also be named as an Additional Insured.

K. Cooperative Procurement / Use of Agreement by Third Parties

It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, in addition to MARIA Members, any public body, public or private health or educational institution, or any foundation directly related to a MARIA Member may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify MARIA in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide MARIA with annual notice of such usage for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from MARIA.

Neither MARIA nor MARIA Members will be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that MARIA and MARIA Members are not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

L. Favored Nations

The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any similarly situated present customer.

M. MARIA's Authorized Representatives

The only persons who are or will be authorized to speak or act for MARIA in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by the Chair of the MARIA Board of Directors.

N. Purchasing Manual

This Agreement and orders issued by MARIA Members are subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: <https://vascupp.org/hem.pdf>

O. Small, Women-owned and Minority-owned (SWAM) Business Reporting

The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the MARIA Members under the resulting Agreement. Upon request by a

MARIA Member, the Selected Firm will submit a SWAM business report. The Selected Firm will submit the SWAM business reports to:

MARIA, Inc.
Suite 42
1770 Forecast Drive
Blacksburg, VA 24060

SWAM business reports will be requested no more than on a semi-annual basis. These SWAM business reports will contain this information:

- SWAM firm's name, address and phone number with which the Selected Firm has contracted over the specified semi-annual period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to MARIA Member accounts.

P. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for MARIA and/or MARIA Members will not be disclosed to any other person or entity without the written permission of MARIA and/or the ordering MARIA Member as appropriate. The Selected Firm warrants to MARIA and MARIA Members that MARIA and/or the ordering MARIA Member will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and/or related order will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Selected Firm will execute any assignments or other documents needed for MARIA and/or the ordering MARIA Member to perfect such rights.

Q. Payment Terms

Payment Terms may vary per MARIA Member institution with the specific details to be agreed to between the MARIA Member and the Selected Firm and memorialized, as

appropriate, in the MARIA Member's Purchase Order. Unless otherwise stated in the MARIA Member's Purchase Order to the Selected Firm, the Payment Terms specified in the remainder of this Section Q, Payment Terms, will be used.

The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: "5% 15/Net 30" would correspond to a 5% discount if paid in 15 days, otherwise net 30. The MARIA Member will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The MARIA Member will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the MARIA Member by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and the MARIA Member's receipt and approval of the corresponding invoice.

The Selected Firm agrees to receive payments electronically if required by the MARIA Member and provide any additional discounts that may result from paying electronically. The specifics of the electronic payments will be agreed to between the MARIA Member and the Selected Firm and memorialized in the MARIA Member's Purchase Order. For example, the process at the University of Virginia is:

The Selected Firm contacting the University's Payment Processor Specialist group in Procurement Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment.

R. Marketing

MARIA encourages the Selected Firm to appropriately and specifically market itself to applicable end-using MARIA Members that may be interested in the Selected Firm's Goods and Services. However, the Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that the Selected Firm engages in non-specific mass marketing formats, MARIA, in its sole discretion, may choose to terminate this Agreement.

S. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or
4. Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or contractual obligations under this Agreement; or

5. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
6. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

Upon written request of a disclosing party, the receiving party will return all information disclosed in written or tangible form, and the receiving party will destroy all of its copies, excerpts, or notes made by it which contain any portions of the information unless otherwise provided for by the parties.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, shall be controlling.

T. Mailing List

The Selected Firm will not sell or give the lists of MARIA Member personnel to third parties or otherwise use such personnel information except as needed to provide the Goods and Services listed in this Agreement.

U. Future Goods and Services

MARIA and/or MARIA Members reserve the right to have the Selected Firm provide additional Goods and Services under the same Favored Nations pricing, terms, and conditions across the Selected Firm's product/service line. Such additional Goods and Services may include Goods and Services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to MARIA and/or MARIA Members at Favored Nations pricing, terms, and conditions.

V. Contract Administrator / Project Manager

1. MARIA Member's Contract Administrator

The individual named below will serve as the Contract Administrator and will be the point of contact at the MARIA Member for day-to-day operations under this

Agreement. The Contract Administrator cannot approve amendments or price changes to this Agreement.

The Selected Firm will not make any commitments or comments, or actions on behalf of the MARIA Members without the explicit direction of the Contract Administrator. Each MARIA Member reserves the right to change its Contract Administrator, upon notice to the Selected Firm.

2. Selected Firm's Project Manager

The Selected Firm agrees to provide a named individual to serve as "Project Manager". The Project Manager will implement, perform, and manage provision of the Goods and Services as indicated in Section III, Scope of Goods and Services and the MARIA Member's order. The MARIA Member must approve the appointment of the Project Manager prior to issuance of any order with the Selected Firm resulting pursuant to any Agreement with MARIA resulting from this RFP. The Project Manager will be the MARIA Member's primary contact, although the Project Manager will be assisted as needed by other members of the Selected Firm's staff in completing key activities.

In the event that a Project Manager is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the MARIA Member's Contract Administrator, the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the MARIA Member. The MARIA Member reserves the right to approve the replacement, or to cancel the order. If a proposed replacement is accepted by the MARIA Member, the replacement will be provided as a part of the Goods and Services at no additional charge to the MARIA Member and in accordance with all terms and conditions specified in any Agreement with MARIA resulting from this RFP and the MARIA Member's order.

W. Acceptance

Acceptance of Goods and Services provided by the Selected Firm will encompass testing and observation to ensure full functionality and operational status. The MARIA Member will determine if specifications have been met shortly after installation. In the event that the MARIA Member does not certify acceptance, the MARIA Member may elect to require the Selected Firm to provide replacement Goods and Services or terminate the order.

The MARIA Member's Contract Administrator will be the sole representative of the MARIA Member and will have sole authority to act on the MARIA Member's behalf with regard to acceptance; provided; however, that in the event of a dispute regarding any material aspect of acceptance unable to be resolved by the MARIA Member's Contract Administrator, then the procedures in Attachment 3, Procedure for Resolution of Contractual Claims, will be followed.

X. Ordering Procedures

MARIA and MARIA Member institutions do not place verbal orders for the Goods and Services. MARIA Members may only place orders for the Goods and Services by issuing a formal written purchase order in advance of the Selected Firm's provision of the Goods and Services. Accordingly, at a MARIA Member's request, the Selected Firm will issue a proposal/quotation listing the Goods and Services desired by the MARIA Member and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the MARIA Member will issue a corresponding purchase order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written purchase order or purchase order revision is issued by the MARIA Member authorizing a specific additional fee amount. Under no circumstances does a MARIA Member (or MARIA) authorize the Selected Firm to provide the Goods and Services before receipt of a formal written purchase order corresponding to its proposal/quotation. If the Selected Firm provides Goods and Services prior to receipt of a formal written purchase order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

Attachment 3

Procedure for Resolution of Contractual Claims

Contractors doing business with MARIA Members are required to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

MARIA's procedure for deciding such contractual claims is:

- A. The Selected Firm must provide the written claim to the MARIA Member's Contract Administrator.
- B. The Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the MARIA Member's Contract Administrator if it wishes to pursue its claim.
- C. Upon receiving the written claim, the MARIA Member's Contract Administrator will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the MARIA Member's Contract Administrator will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the MARIA Member's Contract Administrator and the Selected Firm mutually agree.
- D. The MARIA Member's Contract Administrator will advise the Selected Firm of its decision, in writing, within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.
- E. The Selected Firm may appeal the decision to the MARIA Member's director of procurement by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision. The address of the MARIA

Member's director of procurement is typically found on the MARIA Member's purchase order.

- F. Upon receiving the written appeal, the MARIA Member's director of procurement will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the MARIA Member's director of procurement will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the MARIA Member's director of procurement and the Selected Firm mutually agree.
- G. The MARIA Member's director of procurement will advise the Selected Firm of his or her decision within 60 days after the receipt of the appeal. The decision will state the reasons for granting or denying the appeal.
- H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.

Attachment 4
Anticipated Initial Service Needs

MARIA members have identified 119 pricing requests for this procurement as listed in Attachment 5, Worksheet 1, Pricing Table. Some of these pricing requests are for different types of services between the same end points with the expectation that only a single service will be required. Firms should not expect an award for every listed service and MARIA does not guarantee that its Members will purchase any service or services as a result of this procurement.

Attachment 4, Table 1, Special Endpoint Locations provides full address information for locations with abbreviated data in the Pricing Table.

Attachment 4, Table 1, Special Endpoint Locations	
Special Endpoint 1 Location Name	Special Location Address
Equinix Facility	DC4 21691 Filigree Court, Building E Ashburn, VA 20147 First Floor: Cage Number 41415
Telx Data Center	56 Marietta Street Atlanta, GA Second floor, Rack Designation: 002-A65

Attachment 5

Fees/Financial Proposal

Financial Proposal Overview

MARIA will evaluate financial proposals using a life-cycle cost model methodology where the one-time costs are added to the operational and maintenance costs to yield a lifetime cost for the proposed Goods and Services.

Financial Proposal

Firms responding to this RFP must complete and include in their proposal a completed copy of Worksheet 1, Pricing Workbook. This Workbook must be completed taking into full consideration the requirements for each Service Type as defined in Section III, Scope of Goods and Services. MARIA Members in aggregate may elect to purchase any number from zero to all of the circuits and services listed in the Workbook. Firms not making proposals on certain types of services or service intervals should leave the appropriate cells in the Workbook blank.

MARIA requests pricing only for the service cells marked in green in the workbook. MARIA recognizes that Firms have strengths in different geographic areas and welcomes proposals ranging from a single circuit or service to all entries marked green in the worksheet.

Pricing must be all inclusive and reflect 100% of the amount that the MARIA Member institutions will be charged. No additional fees, including but not limited to: federal, state, and local taxes, Federal Universal Service Fund (FUSF) charges, Federal Local Number Portability (LNP) charges, regulatory fees, cost of doing business assessments, or any other such charges or surcharges will be paid by the MARIA Members unless included with the pricing provided in Table 1. Accordingly, firms should ensure they understand the full cost of providing the service to the MARIA Member institution before submitting pricing. In particular, MARIA suggests that Firms review Attachment 1, Section K, eVA Transaction Fee and Section V.C.4, Payment Acceptance.

If alternate endpoints have been discussed and agreed to by MARIA as per Section III.3.d, Alternate Member Endpoints, the pricing table submitted by the Selected Firm must be altered to properly identify the actually priced circuit endpoint locations.

Firms must provide and include cross-connects in their pricing for all circuits terminating at either Equinix in Ashburn, VA or Telx in Atlanta, GA. Unless an exception is specifically requested and documented in a firm's pricing proposal, cross-connects at these locations are assumed to be provided by the firm.

For other proposed services, such as those described in Section III.4, Other Goods and Services, firms should submit pricing in a clear and understandable manner of their choosing. MARIA welcomes creative solutions that help to address its members communication needs.

Attachment 5, Worksheet 1, Pricing Workbook



Pricing Table Notes

1. Non-Recurring Charge (NRC) – the one-time charge for bringing the service to an on-line and fully operational state.
2. Monthly Recurring Charge (MRC) – the monthly fee associated with the service.
3. One Gigabit Unprotected (1 GEU) – Circuits defined in Section III.1 at 1 Gbps.
4. One Gigabit Protected (1 GEP) – Circuits defined in Section III.2 at 1 Gbps.
5. Ten Gigabit Unprotected (10 GEU) – Circuits defined in Section III.1 at 10 Gbps.
6. Ten Gigabit Protected (10 GEP) – Circuits defined in Section III.2 at 10 Gbps.
7. One Hundred Gigabit Unprotected (100 GEU) – Circuits defined in Section III.3 at 100 Gbps.
8. One Hundred Gigabit Protected (100 GEP) – Circuits defined in Section III.4 at 100 Gbps.
9. Optical Cable (Dark Fiber IRU) – Fiber IRU defined in Section III.5