

INTRODUCTION:

Merit Network, Inc. (Merit) is soliciting quotes from experienced vendors who can provide fiber equipment and materials. We invite your company to submit a bid for the items described in this Request for Proposal. It is Merit's intent to award a contract for a single term lasting through completion of services.

Merit is a private, not-for-profit 501(c)(3) company based in Ann Arbor, Michigan. Merit, a member-owned organization, provides advanced networking services to the research and education community in Michigan by means of a high-quality network infrastructure.

When preparing your quote, please be aware of Merit's standard Terms and Conditions, applicable to Merit contracts, are attached (Attachment A) and would be applicable to any service Merit contracts with a Provider.

The conditions set out in the Terms and Conditions for the purchase of goods or services, as well as any other conditions contained in or enclosed in this letter, may become part of any contract concluded with the successful Provider. If your offer is accepted, you will receive a formal Purchase Order.

INFORMATION SUMMARY:

RFP Release Date	August 23, 2022
Intent to respond deadline	August 30, 2022
Vendor Questions	September 9, 2022
Addendum 1 Issue Date (if needed)	September 16, 2022
Quote Submission Deadline	September 23, 2022 (Mail or Email accepted)
Intent to Award (Estimated)	September 30, 2022 (Communicated via Email)

INTENT TO BID:

Questions

Vendors may submit questions and requests for clarification regarding this RFP until the end of day on September 9, 2022. Responses to all questions and inquiries received by Merit will be issued September 16, 2022 in the form of an addendum, emailed to potential bidders. All questions must be directed to liftup@merit.edu.

Proposal Submission

For this request, offers may be submitted by mail (post) or E-mail. You must submit your offer strictly in compliance with the procedures described below.

Deadline

Proposals must be received no later than 5:00PM (EST) on September 23, 2022.

All proposals must include completed, signed copies of required documents, as follows:

- Bid documents
- Project Timeline
- Expectation and Certification (Attachment B) duly signed by an authorized representative of your company

Proposal Submission

Respondents are to submit responses via mail or electronic response (preferably single-file PDF format) by e-mail to: liftup@merit.edu with the subject line: "Fiber Equipment Materials - Merit Network, Inc." Vendor assumes all risks associated with electronic submission (including possible technical issues). Submissions not meeting proposal submission criteria as described herein may be deemed non-responsive.

Address

Merit Network, Inc.
880 Technology Dr. Suite B
Ann Arbor, MI 48108-8963 Attn: LIFT-UP

Email

liftup@merit.edu

Merit is not responsible for problems with delivery. Offers received after the deadline specified above will not be considered. Merit reserves the right to extend the deadline for the submission of offers.

Vendor Evaluation

As a part of the proposal evaluation process, finalists may be invited to attend an in-person or virtual interview. Merit reserves the right to interview any number of qualifying firm(s) and/or consultant(s) as part of the evaluation and selection process. Vendor rating will be based upon price, specifications of the material, ability to comply with the made in America preference, and delivery times. The overall rating will be dependent on the proposal price. The contractor will be responsible for unloading of material from vendor and for moving it to the applicable final point of install. The contractor will also need to be aware of which items they are to furnish on their own, and which items will need to be transported to the installation site.

TERMS OF REFERENCE AND REQUIREMENTS:

Objectives

The contract's purpose is to provide a Quote for Fiber Equipment and Supplies to design a 70 mile underground fiber route for construction work within the Upper Peninsula. Please see attached Attachment C with the proposed route.

Background

Merit has been awarded the Leveraging Infrastructure for Transforming the Upper Peninsula (LIFT-UP) Broadband Project by the Economic Development Administration (EDA)

General Information

The point of contact for this RFP is:

LIFT-UP

liftup@merit.edu

734-527-5700

All questions and requests for clarifications must be addressed exclusively to the point of contact.

Scope of Services

Merit Network is seeking a Vendor to supply the desired equipment and materials to facilitate the construction of a 70-mile middle mile fiber optic infrastructure that will pass through the Eastern Upper Peninsula Economic Development District (EDD), which is located on the far-eastern end of Michigan's Upper Peninsula. Comprising three counties--Chippewa, Luce and Mackinac--the EDD is home to over 50,000 residents. The EDD is bordered on three sides by major water bodies (Great Lakes Huron, Michigan, and Superior, and the St. Marys River). Vendor must be able to deliver the Materials to identified Michigan location by August 31, 2023

Reservation of Rights

This Request for Quote in no way obligates Merit to make an award, nor does it commit Merit to pay any costs incurred by you in the preparation and submission of a quote or amendments to a quote. Merit reserves to itself the unfettered discretion to select the successful Provider and the right to reject any and all submissions and quotes. Merit further reserves the right to consider matters such as, but not limited to: qualifications, experience, methodology, budget requirements, schedule and availability in determining the most advantageous quote.

Equipment Needs *Please include a unit cost as well as individual costing for each item below.				
<i>Item Number</i>	<i>Type</i>	<i>Quantity (labeled)</i>	<i>Unit Price</i>	<i>Total Price</i>
1	500,000 ft 144 ct fiber SMF28E+ 20,000 ft spools armor loose tube	(1)		
2	500,000 ft 144 ct fiber SMF28DE+ 20,000 ft spools micro fiber	(1)		
3	Conduit 1.25 inch 455,000 ft 6500 ft spools	(1)		
4	Conduit package with 1 1.25 inch duct and 2 micro ducts 455,000 ft 6500 ft spools	(1)		
5	Handhole 36x48x36 with 22,000lbs lid capacity	260		
6	Splice Capsule Tyco 600D	30		
7	36 count splice tray	120		
8	1.25 couplers	950		
9	8 ft Ground Rods	30		
10	Snap around cable marker, 7" x 4"	520		
11	Fiber route markers	1000		
12	Locate markers	30		
13	Tracer wire 455,000 ft	(1)		
14	6 gage ground wire coated 1200 ft	(1)		
15	6 gage ground wire bare 600 ft	(1)		

TOTAL PROPOSAL VALUE: _____

Merit Network, Inc.

880 Technology Dr., Suite B
Ann Arbor, MI 48108 - 8963

P: 734.527.5700

F: 734.577.5790

merit.edu

merit

NETWORK. SECURITY. COMMUNITY.

Contract Duration

The contract duration will be from May 5, 2022 to September 4, 2026. The Provider's rates will remain unchanged for the entire contract duration.

Other Information

If there is any other information that you wish to provide that would help answer the above questions or assist in describing your company or your network's capabilities, then include them in a document named "Additional Information" and attach the document to your quote.

Data Confidentiality

All data proprietary to Merit collected and/or processed by the Provider ("Merit Data") is considered confidential. Storage of Merit Data by the Provider or sale or release of Merit Data by the Provider to marketing firms, research organizations, or any outside party where this is not required for the performance of the Services under this Contract and not authorized by Merit is strictly prohibited and can lead to termination of this Contract with cause by Merit, except where required to be disclosed by law or regulatory body, in which case the Provider will give Merit sufficient prior notice of the disclosure request in order to allow Merit to have a reasonable opportunity from the receipt of the request to disclose, to take protective measures or such other action as may be appropriate. Use of Merit Data by the Provider for internal research or for marketing or promotional purposes is also strictly prohibited.

The Provider shall not advertise or otherwise make public the fact that it is a Provider with Merit, nor shall the Provider, in any manner whatsoever use the name, emblem or brand of Merit in connection with its business or otherwise.

Subcontractors

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor shall not sublet or assign the contract, nor shall any subcontractor commence performance of any part of the work included in the contract without the previous written consent by Merit.

Attachment A
BASIC TERMS AND CONDITIONS FOR PRODUCT PURCHASE BY MERIT NETWORK, INC.

The following terms and conditions shall be observed. Any Supplier terms and conditions included with Supplier's invoice or any other document provided by Supplier shall be of no effect.

1.0 No Document Modifications. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

2.0 Delivery, Risk of Loss. Delivery shall be FOB destination to the Merit Network and risk of loss will not pass to Merit Network, Inc. until the products have been actually received and accepted by Merit Network at the destination specified by Merit Network. Supplier assumes full responsibility for packing, crating, marking, transporting and liability for loss or damage in transit, not with standing any agreement by Merit Network to pay freight, express, or other transportation charges. As applicable, Supplier will confirm before shipment, that all doorways, hallways, elevators, room sizes, service access spaces, and utilities are present before making any delivery of product. This confirmation should be made immediately upon receipt of order and any discrepancies or impediments to delivery and installation will be called immediately to the attention of the designated Merit Network personnel. Electrical plug size shall be compatible with the existing outlet at the installation, set-up and calibration.

3.0 Acceptance and Inspection of Products. Merit Network shall have a reasonable time (but not less than thirty [30] days) after receipt to inspect and test the products provided under this Agreement and reject any or all items that are nonconforming or defective. Products rejected or supplies in excess of quantities ordered may be returned to Supplier at Supplier's expense. Any acceptance by Merit Network shall not be deemed a waiver or settlement of any defect or nonconformity in the products or any support services.

4.0 Warranties and Representations of Supplier. Supplier acknowledges that Merit Network is relying on these representations and warranties as essential elements to this Agreement, representing as they do, material inducements, without which Merit Network would not have entered into this Agreement.

4.1 General Product Warranty. Supplier represents that all products and any support services provided under this Agreement (a) are new and unused (unless otherwise specified or agreed to in writing by Merit Network) and free from defects in material and workmanship; (b) are of the quality, size, dimension and specifications ordered; (c) meets the highest performance and manufacturing specifications as described in documents or writings made available by the Supplier to the public or Merit Network; (d) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); (e) are not restricted in any way by patents, copyrights, trade secrets, security interest, lien, or any other encumbrances or rights of third parties, and (f) shall have been properly stored, labeled, handled and shipped by Supplier.

4.2 Qualifications. Supplier warrants that it, as well as its employees, agents and subcontractors engaged to provide the products or services under this Agreement (collectively "Supplier Personnel"), has and will maintain all the skills, experience, and qualifications necessary to provide the services contemplated by this Agreement, including any required training, registration, certification or licensure.

4.3 Conflict of Interest. Supplier warrants that to the best of Supplier's knowledge, there exists no actual or potential conflict between Supplier and Merit Network, and its products and services under this Agreement, and in the event of change in either Supplier's private interests or products or services under this Agreement, Supplier will inform Merit Network regarding possible conflict of interest which may arise as a result of the change. Supplier also affirms that, to the best of Supplier's knowledge, there exists no actual or potential conflict between a Merit Network employee and Supplier.

4.4 Nondiscrimination. Supplier warrants that Supplier is an equal opportunity employer and that, during the performance of this Agreement, it will comply with Federal Executive Order 11246, as amended, The Rehabilitation Act of 1973, as amended, and the respective regulations thereunder, and the Michigan Civil Rights Act of 1976.

4.5 Good Standing. Supplier warrants that Supplier is legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Michigan.

4.6 Noninfringement. Supplier warrants that the Supplier's products and/or Merit Network's use of the products, processes, techniques and methodologies provided by Supplier or developed by Supplier shall not infringe upon the copyright, patent or other proprietary rights of others.

4.7 Standard Merchandise. Supplier warrants that the product(s) are of a type and model made available by Supplier generally within the United States and elsewhere and that modifications, if any, of the product are reversible and of only incidental cost to the Supplier.

5.0 Payment Terms. In the case of products, payment shall not be due prior to thirty (30) days (a) from the date the invoice is received by Merit Network at the address indicated in the "Bill To" field on the face of the purchase order or (b) from the date the products are delivered to the destination specified in the "Ship To" field on the face of the purchase order, *whichever is later*. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to the purchase order number and submittal to the correct address for processing. Merit Network may withhold payment in whole or in part for products or services found by Merit Network to be defective, untimely, unsatisfactory, or otherwise not conforming to the products description, or not in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

6.0 Termination. Merit Network may terminate this Agreement in whole or in part for its sole convenience upon ninety (90) days prior notice. Upon notice of such termination, Supplier shall immediately stop all work including shipment of the products and cause its suppliers and/or subcontractors to cease their work related to this Agreement. Supplier shall be paid for products or support services satisfactorily provided or performed. In no event shall Supplier be paid for costs incurred or support services performed after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided. Merit Network may terminate the Agreement in whole or in part for cause upon seven (7) days written notice if Supplier fails to comply with any material term or condition of this Agreement. Late delivery of products or support services or delivery of products or services

that are defective or do not conform to Merit Network's specifications shall, without limitation, be causes allowing Merit Network to terminate for cause. In this event, Merit Network will not be liable for any amounts; but Supplier shall be liable to Merit Network for all losses, damages, and expenses, including, without limitation, the excess cost of reprocurring similar products or services; shipping charges for any items Merit Network may at its option return to Supplier, including items already delivered, but is no longer able to use for the intended purpose because of Supplier's default; and amounts paid by Merit Network for any items Merit Network has received but returns to Supplier. If a determination is made that Merit Network improperly terminated the Agreement for cause, then the termination shall be deemed to have been for Merit Network's convenience.

7.0 Compliance with Laws, Policies & Procedures. To the extent applicable to the Products and Services, Supplier shall fully comply with all federal, state, local, rules, regulations, ordinances, policies and licenses, including federal and state false claims and false statements laws, as well as information about whistleblower protection under these laws. If Supplier identifies potential non-compliance with any applicable laws, regulations or policies in connection with the provision of the Products and Services, Supplier shall promptly contact Merit Network and provide details concerning the suspected wrongdoing sufficient to facilitate an investigation by Merit Network. Supplier shall be solely responsible for insuring that any recommendations made in connection with providing the Products and Services comply with all applicable federal, state, local laws, rules, regulations, policies and procedures. Unless otherwise expressly provided for in this Agreement, Supplier shall obtain and comply with all permits, licenses and similar authorizations that are necessary to provide the Products and Services. By executing this Agreement, Supplier warrants and represents that it has all legally required licenses and permits needed to provide the Products and Services.

8.0 Insurance, Insurance Coverages and Levels. Unless more specific insurance provisions are specified, Supplier shall, at Supplier's expense, obtain and maintain the following coverages: • Commercial General Liability Insurance, including contractual products and completed operations insurance (\$1 million per occurrence/\$3 million annual aggregate), except products with a purchase price of \$100,000 or more. Above exceptions shall require the levels of (\$2 million per occurrence/\$5 million annual aggregate). Required minimum limits can be met with a combination of primary and excess/umbrella liability insurance policies.

- Worker's Compensation at statutory limits in accordance with the appropriate State of jurisdiction including Employer's liability (with minimum \$500,000).
- Automobile liability for owned, non-owned and hired vehicles minimum limit (\$1 million each accident).
- Supplier agrees to have Merit Network, Inc. added as additional insured with respect to Commercial General Liability Insurance for purposes of contract performance and incidents arising out of Agreement.
- Supplier agrees to provide Merit Network with thirty (30) days prior written notice of any reduction in limits or cancellation of any of the above insurance.
- If any of the required insurance is on a "claims made" basis and is cancelled during the term of this agreement, Supplier agrees to purchase *tail coverage* or *prior acts coverage* so that such insurance is in effect from the date the Agreement is executed to three (3) years after its termination.
- Supplier shall provide Merit Network with a certificate of the above insurance coverages and amounts. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of it will not relieve the Supplier of its liabilities and obligations under this Agreement.

9.0 Indemnity. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the other party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity. The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.

10.0 Audit. The Supplier is responsible for keeping accurate and reasonable records related to its performance and obligations under this Agreement. In particular, records will be kept documenting any price, cost or budget computations required under the Agreement. The Supplier agrees that Merit Network or its duly authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of the Agreement. The Supplier shall make available to Merit Network or its agents all such records and documents for audit on the Supplier's premises during regular and reasonable working hours within ten (10) business days of a written request for availability. Supplier agrees to either (a) allow Merit Network to make and retain copies of those documents useful for documenting the audit activity and results or (b) sequester the original or copies of those documents Merit Network identifies for later access by Merit Network. The Supplier further agrees to disclose within ninety (90) days of receipt any independent auditors' reports, which bear directly on the performance or administration of this Agreement. The right to audit shall include periodic examinations of records throughout the term of the Agreement and for a period of three (3) years after its termination. The right to audit shall also apply to agents and subcontractors hired by the Supplier for the purpose of fulfilling the Agreement. In the event that audits discover substantive findings related to fraud, misrepresentation or non-performance, Merit Network may recoup the costs of the audit work from the Supplier.

11.0 Confidentiality. Supplier shall keep confidential and not disclose to third parties any information provided by Merit Network or by private individuals, organizations or public agencies during the course of this Agreement, including protected customer information regarding customers of Merit Network, as defined under the Gramm-Leach-Bliley Act, unless Supplier has received the prior written consent of Merit Network to make the disclosure or unless required by law or legal process. Only Supplier Personnel with a need to know may have access to or use Merit Network information. This obligation of confidentiality does not extend to information that is or shall become through no fault of Supplier available to the general public.

12.0 Changes, Alterations and Modifications to Products or Support Services. Merit Network may at any time by a written notice change the drawings, designs, specifications, materials, packaging, and the time and place of delivery and/or completion of the products and services to be provided under this Agreement. Promptly upon receipt of the details of any change, Supplier shall either advise Merit Network that the change will not affect its costs, or furnish: (a) a breakdown of estimated cost and changes resulting from the requested change, and (b) a statement of any necessary changes in the time of delivery. Supplier's failure to advise Merit Network within ten (10) days of the effect of any change in cost or delivery time shall constitute Supplier's consent to conform to the change without change to pricing or without change in other terms and conditions of this Agreement. If the change causes a material increase or decrease in costs, than an equitable adjustment of the pricing to be paid to Supplier shall promptly be negotiated by Merit Network and Supplier and incorporated as an amendment to this Agreement.

13.0 Assurance. If at any time Merit Network in good faith determines that it is insecure with respect to Supplier's ability or intent to fully perform, then Supplier agrees to provide Merit Network with written assurance fully satisfactory to Merit Network, in Merit Network's sole discretion, of Supplier's ability and intent to fully perform. The assurance shall be provided within the time and in the manner specified by Merit Network. Supplier immediately shall notify Merit Network of any circumstance that may cause Supplier to fail to fully perform. Upon Merit Network's good faith determination that Supplier cannot or will not perform, then Merit Network may deem this Agreement to be breached by Supplier and may repocure from other sources.

14.0 Miscellaneous.

14.1 Use of Merit Network's Name and Marks. Merit Network acknowledges Supplier's right to make public statements regarding the existence of the contract, its terms and conditions and an accurate description of the products or services being supplied without the consent of Merit Network. However, other than as permitted by the previous sentence, Supplier may never make any public statement (for example a press release or any form of advertisement) describing Merit Network's relationship with Supplier or Merit Network's endorsement of Supplier or Supplier's product without the prior written consent of Merit Network. Merit Network may withhold its consent in its absolute discretion. Supplier acknowledges that Merit Network will require ten (10) business days to consider any request for consent. Likewise, Supplier may not use any Merit Network Trademark without prior consent obtained through the procedure described above.

14.2 Use of Premises or Merit Network's Property. Supplier shall neither use nor allow Supplier Personnel to use any part of Merit Network's premises or property for any purpose other than the delivery, installation, testing, training and maintaining of the products as may be required under this Agreement. Without limiting the generality of the statement above, supplier shall not use merit Network in any manner that might jeopardize the tax exemptions or casualty insurance of Merit Network.

14.3 Independent Contractor Status of Parties. It is expressly understood that Supplier is an independent contractor and not the agent, partner, or employee of Merit Network. Supplier and Supplier Personnel are not employees of Merit Network and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Supplier shall not have any authority to enter into any contract or agreement to bind Merit Network and shall not represent to anyone that Supplier has such authority.

14.4 Assignment. Supplier may not subcontract, assign or transfer this Agreement or any interest or claim under this Agreement without prior written approval of Merit Network. Notwithstanding any consent by Merit Network to any assignment, Supplier shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirements, in writing, by Merit Network. The Supplier shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

14.5 Notices. Any notice to either party must be in writing, signed by the party giving it, and served to the addresses indicated on the purchase order (or to such other addressee as may be later designated by written notice) by personal delivery, recognized overnight courier service, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices shall be effective when received, but in no event later than three (3) days after mailing.

14.6 Entire Agreement, Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter and may not be amended except by an agreement signed by Supplier and an authorized representative of Merit Network.

14.7 Severability. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14.8 Governing Law, Construction and Venue. This Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against Merit Network shall be brought in the Michigan Court of Claims. Supplier, its successors and assigns, consent to the jurisdiction of the Washtenaw County Circuit Court for the State of Michigan with respect to any claims arising under this Agreement.

14.9 Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

14.10 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

14.11 Survivability. Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, warranty and choice of law and venue.

14.12 Execution. This Agreement may be executed in duplicate, each of which when executed and delivered shall be an original. The parties acknowledge and agree that this Agreement has been mutually discussed, negotiated, and drafted by the parties.

14.13 No Third Party Rights. Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Agreement.

14.14 Force Majeure. Neither Supplier nor Merit Network shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable,

abiding by the disaster plan in place for Merit Network. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

14.15 Tax Exempt Status. Supplier acknowledges that Merit Network is a tax-exempt institution, granted such status by authorized taxing units of State of Michigan, and is exempt from Federal Excise Tax and Michigan General Sales Tax (see Michigan Public Act 167 of 1933, Section 4 as amended).

14.16 Dispute Resolution. Supplier and Merit Network will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Unless either party has issued a notice of termination, Supplier agrees to continue shipment of product while resolving any outstanding invoices or payment issues.

14.17 Freedom of Information Act. Nothing in this Agreement shall in any way limit the ability of Merit Network to comply with any laws or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to Merit are subject to the State of Michigan Freedom of Information Act ("Act") and may be released to third parties in compliance with that Act or any other law will not constitute a breach or threatened breach of this Agreement.

14.18 Supplier Damage to Merit Network Property. Without regard to any other section of the Agreement, Supplier shall be responsible for the costs to return to "as was" condition from any damage caused to the building, grounds, or other equipment and furnishings caused in whole or part by Supplier Personnel while performing activities arising under this Agreement. Supplier shall immediately report in writing the occurrence of any damage to MeritNetwork.

14.19 Supplier Clean-Up. Supplier will remove all packing materials and rubbish from Merit Network premises associated with Supplier's delivery of the product.

Attachment B
CERTIFICATION TO BE SUBMITTED BY A PROVIDER

With respect to its proposal submitted in response to Merit's Request for Proposal mentioned above, the Provider hereby certifies that:

1. The prices in its proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
2. No attempt has been made or will be made by the Provider to influence any other Provider, organization, partnership or corporation to either submit or not submit a proposal.
3. Provider will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, promises of future employment or other benefits to or from anyone employed by Merit.
4. Provider is fully acquainted with and understand completely the goods and services covered by this Request for Provider. Failure to read and understand any part shall not relieve the Provider of its contractual obligations.
5. Provider has examined all the factors and conditions affecting, or which may be affected by, the provision of the goods and services to be provided by the Request for Provider.
6. Provider agrees to hold the proposal price and terms and conditions of the proposal firm for ninety [90] calendar days from the proposal due date and to provide the goods and service as outlined at the Request for Provider.
7. Provider will perform in conformance with the specifications and requirements listed in the entirety of the solicitation and all referenced documents.
8. Merit reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

The undersigned certifies/y to be duly authorized to sign this Certification on behalf of the Provider.

Name _____ Position _____

Signature _____ Date _____