



Proposal for
National Cooperative Purchasing Alliance
(Region 14 ESC)

Wireless Solutions Solicitation Number:
30-20

Due: November 19, 2020



November 17, 2020

National Cooperative Purchasing Alliance
P.O. Box 701273
Houston, TX 77270

RE: Extreme Networks Response to National Cooperative Purchasing Alliance / Region 14
Educational Service Center Request for Wireless Solutions, Solicitation Number: 30-20

Dear Sir or Madam,

On behalf of Extreme Networks, Inc. (Extreme), it is our pleasure to present the enclosed response to National Cooperative Purchasing Alliance / Region 14 Educational Service Center Request for Wireless Solutions, Solicitation Number: 30-20.

Extreme makes connecting simple and easy with effortless networking experiences that enable government agencies to advance how we live, work, and share. We push the boundaries of technology leveraging the powers of machine learning, artificial intelligence, analytics, and automation. With a culture of agility, we anticipate the needs of federal, state, and local government agencies as they develop. Over 4,000 government customers globally trust our end-to-end, cloud-driven networking solutions and rely on our top-rated services and support to accelerate their digital transformations.

By partnering with Extreme, the National Cooperative Purchasing Alliance / Region 14 Educational Service Center will receive the highest quality products, the best customer care in the industry, and an ease of doing business that will support public agencies' technology needs.

Extreme's solution meets and exceeds all of National Cooperative Purchasing Alliance / Region 14 Educational Service Center's requirements. The enclosed response includes the following:

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 – Pricing (in excel format)
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents
- Attachments

We appreciate the time invested in review of this response and look forward to a long, successful partnership between National Cooperative Purchasing Alliance / Region 14 Educational Service Center and Extreme. Should any questions arise as a result of our submission, please feel free to contact me at either (603) 952-5221 or extremenetworks.com.



Sincerely,

Michael Swierk, Sales Operations

Extreme Networks, Inc.

Tab 1 – Master Agreement / Signature Form

Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

RESPONSE: Read, understand and comply.

Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

RESPONSE: Read, understand and comply.

Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

RESPONSE: Read, understand and comply.

Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

RESPONSE: Read, understand and comply.

Shipments (if applicable)

- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an

estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

RESPONSE: Read, understand and comply.

Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

RESPONSE: Read, understand and comply.

Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

RESPONSE: Read, understand and comply.

Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

RESPONSE: Read, understand and comply. Extreme will request approval from NCPA to add the preliminary list below of local and national partners to the contract:

CDW

StepCG

IPC

InCare Technologies

JT Tech

Networking Technologies

PC Solutions and Integration

Viperline Solutions

Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

RESPONSE: Read, understand and comply.

Warranty

Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

RESPONSE: As a customer-centric company, Extreme endeavors to provide the best possible material and workmanship to ensure a positive first impression for our clients. In the event that one of Extreme's products fails due to defects in one of these factors, Extreme has developed a comprehensive warranty that protects you and promises a simple way for your products to be repaired as soon as possible. Please refer to Extreme's Product Warranty Policy and Extreme Networks Product Warranty Summary at <http://www.extremenetworks.com/support/policies/#warrantyTag> for specific details. This page includes an Extreme Warranty Finder where details can be looked up to determine warranty duration, product replacement and technical support entitlements for specific product SKUs.

Product warranties do not include professional services such as installations and configuration support. These services would need to be purchased separately under a professional services engagement. All offers and related ordering for Extreme professional services are subject to Extreme's Professional Services Terms and Conditions available at:

<file:///U:/New%20Contracts/2020%20Project%20folder/NCPA%20Rebid/Professional%20Terms%20and%20Conditions.pdf>

- Availability of replacement parts

RESPONSE: Extreme utilizes local service depots stocked with spare parts to ensure that replacement parts are available to fulfill warranty and maintenance program entitlements. Please refer to Extreme's Product Warranty Policy and Extreme Networks Product Warranty Summary at <http://www.extremenetworks.com/support/policies/#warrantyTag> for specific details. This page includes an Extreme Warranty Finder where details can be looked up to determine warranty duration, product replacement and technical support entitlements for specific product SKUs.

- Life expectancy of equipment under normal use

RESPONSE: Extreme publishes MTBF values online for all of our products at: <https://www.extremenetworks.com/support/mean-time-between-failures/>. MTBF values are an important factor for determining life expectancy of equipment. In addition, Extreme strives to provide best-in-class products to meet customer needs

throughout all stages of the networks lifecycle and is committed to delivering standards-based products with enhanced capabilities that allow for future growth and investment protection. Extreme products are purposely designed for an average 7-10 years at the switch and wireless controller/appliance level as well as 3-5 years at the access point level. When the time comes to discontinue any products, Extreme's End of Service Life Policy (<https://cloud.kapostcontent.net/pub/e6d0e82b-5858-41b4-8e2a-e60767e4abec/extreme-networks-product-support-and-end-of-life-policy?kui=TJnAXbgDv90f6u72BuE3Ug>) is such that we will continue to provide support for a period of five (5) years from the date of discontinuation, provided that the end-user customer maintains an active service contract.

- Detailed information as to proposed return policy on all equipment

RESPONSE: Extreme maintains a comprehensive Return Material Authorization policy for equipment. Specific policy details are included on page 29 of Extreme's GTAC User's Guide available at: <https://cloud.kapostcontent.net/pub/c78c8044-2183-4acd-94f3-45e3be2166f4/gtac-user-guide.pdf?kui=jGDahrG0vCQxu0jPkSMG1Q>.

Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

RESPONSE: Read, understand and comply.

Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

RESPONSE: Read, understand and comply.

Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

RESPONSE: Read, understand and comply. We have included a list of Extreme's supplemental agreements below:

- **Extreme Networks Warranty Policy**
<https://cloud.kapostcontent.net/pub/81e691e2-516d-4c1f-ad4e-9f4d5a4a9d8a/extreme-standard-warranty-policy-terms-and-conditions?kui=OKaFycrLd41R77G1H23P1Q>
- **Extreme Networks Product Warranty Summary**
<https://cloud.kapostcontent.net/pub/ee94442b-acf8-4567-90ab-c85e34950b7f/extreme-networks-product-warranty-summary-1?kui=L0pcJE75N8DhCGwzpt2f5w>
- **Extreme's End User License Agreement**
<https://cloud.kapostcontent.net/pub/3cea3a27-431f-4d22-aff4-609b6dd6a6dc/end-user-license-agreement?kui=RWQrhDMFPQ3miYarjbrnDg> and <https://www.aerohive.com/wp-content/uploads/Aerohive-End-User-License-Agreement.pdf>
- **Extreme Terms of Support**
<https://cloud.kapostcontent.net/pub/deabf738-850c-466b-be71-ea4bdfa924db/terms-of-support-legal?kui=KP0docX zR-Gk6INfyHhCw>
- **Extreme End of Sale and End of Support policy**
<https://www.extremenetworks.com/support/end-of-sale-and-end-of-support-products/>
- **Extreme Cloud IQ Service Agreement**
<https://cloud.kapostcontent.net/pub/d8ce1f80-fd71-4057-9844-3af9e9bbcd48/extremecloud-iq-service-agreement>
- **Extreme Professional Services Terms and Conditions**
<https://cloud.kapostcontent.net/pub/128f96c1-42f7-4202-a8cd-fa0745fc5d/professional-services-terms-and-conditions?kui=FenbYNw9fprqaN6j zRl5g>

Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

RESPONSE: Read, understand and comply.

Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

RESPONSE: Read, understand and comply.

Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

RESPONSE: Read, understand and comply.

Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

RESPONSE: Read, understand and comply.

Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

RESPONSE: Read, understand and comply.

Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

RESPONSE: Read, understand and comply.

Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by- page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

RESPONSE: Read, understand and comply.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

- The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

RESPONSE: Read, understand and comply.

Contract Term

- The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
- It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

RESPONSE: Read, understand and comply.

Contract Waiver

- Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

RESPONSE: Read, understand and comply.

Products and Services additions

- Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

RESPONSE: Read, understand and comply.

Competitive Range

- It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

RESPONSE: Read, understand and comply.

Deviations and Exceptions

- Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

RESPONSE: Read, understand and comply.

Estimated Quantities

- The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$5 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

RESPONSE: Read, understand and comply.

Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

RESPONSE: Read, understand and comply.

Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

RESPONSE: Read, understand and comply.

NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

RESPONSE: Read, understand and comply.

Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are

determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

RESPONSE: Read, understand and comply.

Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

RESPONSE: Read, understand and comply.

Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

RESPONSE: Read, understand and comply.

Evaluation Criteria

Pricing (40 points)

- Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points) Product Delivery within participating entities specified parameters

- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications. Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity. Quality of line items available compared to normal participating entity standards.

References (15 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

Technology for Supporting the Program (10 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

Value Added Services Description, Products and/or Services (10 points)

- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

RESPONSE: Read, understand and comply.




Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Extreme Networks, Inc.
Address 6480 Via Del Oro
City/State/Zip San Jose, CA 95119
Telephone No. 408-579-2800
Fax No. N/A
Email address contractsadmin@extremenetworks.com
Printed name Pete Doolittle
Position with company SVP Sales

Authorized signature

DocuSigned by:

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Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Extreme Networks, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 01-112, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Wireless Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement; WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

RESPONSE: Read, understand and comply.

Term of Agreement

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

RESPONSE: Read, understand and comply.

Fees and Reporting

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

RESPONSE: Read, understand and comply.

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

RESPONSE: Read, understand and comply.

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

RESPONSE: Read, understand and comply.

General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

RESPONSE: Read, understand and comply.

National Cooperative Purchasing Alliance:

Vendor: Extreme Networks, Inc.

Name: Matthew Mackel

Name: Pete Doolittle

Title: Director, Business Development

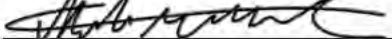
Title: SVP Sales

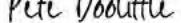
Address: PO Box 701273

Address: 6480 Via Del Oro

Houston, TX 77270

San Jose, CA 95119

Signature: 

Signature: 

239671574B564E3...

December 11, 2020 | 12:31:47 PM PST

Date: December 8, 2020

Date: November 17, 2020

RESPONSE: Extreme agrees to the terms of the NCPA Administration Agreement. Per RFP instructions, Extreme will sign the NCPA Administration Agreement upon award of contract.

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ 50 States and District of Columbia (Selecting this box is equal to checking all boxes below)

<input type="checkbox"/> Alabama	<input type="checkbox"/> Maryland	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Alaska	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arizona	<input type="checkbox"/> Michigan	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Texas
<input type="checkbox"/> California	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Utah
<input type="checkbox"/> Colorado	<input type="checkbox"/> Missouri	<input type="checkbox"/> Vermont
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Montana	<input type="checkbox"/> Virginia
<input type="checkbox"/> Delaware	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Washington
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Nevada	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Florida	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Georgia	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Hawaii	<input type="checkbox"/> New Mexico	
<input type="checkbox"/> Idaho	<input type="checkbox"/> New York	
<input type="checkbox"/> Illinois	<input type="checkbox"/> North Carolina	
<input type="checkbox"/> Indiana	<input type="checkbox"/> North Dakota	
<input type="checkbox"/> Iowa	<input type="checkbox"/> Ohio	
<input type="checkbox"/> Kansas	<input type="checkbox"/> Oklahoma	
<input type="checkbox"/> Kentucky	<input type="checkbox"/> Oregon	



- | | | | |
|--------------------------|-----------|--------------------------|--------------|
| <input type="checkbox"/> | Louisiana | <input type="checkbox"/> | Pennsylvania |
| <input type="checkbox"/> | Maine | <input type="checkbox"/> | Rhode Island |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|--------------------------------|-------------------------|
| American Somoa | Northern Marina Islands |
| Federated States of Micronesia | Puerto Rico |
| Guam | U.S. Virgin Islands |
| Midway Islands | |

Minority and Women Business Enterprise (MWBE) and HUB Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

➤ Minority / Women Business Enterprise

- Respondent Certifies that this firm is a M/WBE

☐

➤ Historically Underutilized Business

- Respondent Certifies that this firm is a HUB

☐

RESPONSE: Not applicable.

Residency

➤ Responding Company's principal place of business is in the city of San Jose, State of CA

Felony Conviction Notice

➤ Please Check Applicable Box;

☒ A publicly held corporation; therefore, this reporting requirement is not applicable

☐ Is not owned or operated by anyone who has been convicted of a felony

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.



Distribution Channel

➤ Which best describes your company's position in the distribution channel:

- ☐ Manufacture Direct
- ☐ Certified education/government reseller
- ☐ Authorized Distributor
- ☒ Manufacturer marketing through reseller
- ☐ Value-added reseller

Other: _____

Processing Information

➤ Provide company contact information for the following:

➤ Sales Reports / Accounts Payable

Contact Person: Michael Swierk

Title: Sales Operations Analyst

Company: Extreme Networks, Inc.

Address: 6480 Via Del Oro

City: San Jose

State: CA

Zip: 95119

Phone: 603-952-5221

Email: mswierk@extremenetworks.com

➤ Purchase Orders

Contact Person: Michael Swierk

Title: Sales Operations Analyst

Company: Extreme Networks, Inc.

Address: 6480 Via Del Oro

City: San Jose

State: CA

Zip: 95119

Phone: 603-952-5221



Email: mswierk@extremenetworks.com

➤ Sales and Marketing

Contact Person: Lauren Farah

Title: Industry Marketing Manager

Company: Extreme Networks, Inc.

Address: 6480 Via Del Oro

City: San Jose

State: CA

Zip: 95119

Phone: 603-952-5055

Email: lfarah@extremenetworks.com

Pricing Information MS

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes ☒

No ☐

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes ☒

No ☐

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes ☐

No ☒

RESPONSE: Extreme utilizes authorized resellers who sell to end customers. Additional discounts will be provided on a case by case basis for a combination of factors such as competitive scenarios, volumes, etc. to be determined at the time of a specific customer project.

Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Yes ☒

No ☐

RESPONSE: We respectfully request the following information be redacted from public view and posting on NCPA's awarded contract webpage.

Tab 4 – Vendor Profile

Please provide the following information about your company:

Company's official registered name.

RESPONSE: Extreme Networks, Inc.

Brief history of your company, including the year it was established.

RESPONSE: Extreme Networks, Inc. ([EXTR](#)) is a technology innovator committed to making networking effortless – advancing how we live, work, and share. Extreme pushes the boundaries of technology leveraging the powers of machine learning, artificial intelligence, analytics, and automation.

Founded in 1996, Extreme has close to 25 years of experience in the networking industry. With a culture of agility and innovation – from building the very first Gigabit Ethernet switch to delivering the first and only cloud-driven end-to-end enterprise networking solution – Extreme has a history of anticipating the evolving needs of our clients. Recommended as a Leader by Gartner, Extreme is always looking forward, advancing.

Since 1996, Extreme has been pushing the boundaries of networking technology. Extreme is continually looking to exceed and expand our innovations through intelligent technology development and acquisitions. Extreme monitors our customers' needs and market direction to assess opportunities for growth and to serve our customers and partners with leading solutions. Extreme has over 20 years of experience in networking and is the largest end-to-end networking company that is only in the networking business. This means the company is totally focused on delivering leading network solutions and software to the Enterprise customer. All R&D spend is dedicated to that goal.



In November 2013, Extreme acquired Enterasys, which originated in 1983 as Cabletron Systems. Together, this resulted in more than 50 years of networking experience, offering differentiated products and solutions across a broad portfolio and R&D investments to accelerate high-performance networking solutions.

In July 2017, Extreme completed the acquisition of Avaya's Networking business as part of the company's growth strategy. In October 2017, Extreme also acquired Brocade Communications Systems' Switching, Routing and Analytics (SRA) Data Center business. The Avaya Networking and Brocade Data Center Networking acquisitions came shortly after Extreme successfully completed the integration of Zebra's wireless LAN business, including AirDefense wireless security. These acquisitions – along with Extreme's organic investments in R&D – have resulted in a state-of-the-art, newly-refreshed portfolio of enterprise solutions for Extreme customers.

In August 2019, Extreme acquired Aerohive Networks, ([HIVE](#)), a pioneer in cloud-managed networking. The acquisition of Aerohive adds critical cloud management and edge capabilities to Extreme's portfolio of end-to-end, edge to cloud software-driven networking solutions. It expands Extreme's technology leadership in Wi-Fi and NAC, adding cloud-managed Wi-Fi and NAC solutions to complement its on-premises Wi-Fi and NAC technology, driving Extreme deeper into key verticals and presenting numerous opportunities for cross-sell and up-sell within the combined portfolios. It also brings new SD-WAN capabilities to Extreme's solutions mix. Customers and partners of Extreme and Aerohive will be able to mix and match a broader array of software, hardware, and services Elements to create networks that support their unique needs and that may be managed and automated from end-to-end – from the enterprise edge to the cloud – to advance their digital transformation efforts.

These acquisitions have played a big role in Extreme's growth and have helped to consolidate the market, opened up new markets for the company, broadened our product portfolio, and introduced Extreme to more than 10,000+ new customers. Through organic execution and acquisitions, Extreme catapulted from #13 in enterprise networking to number #3.

Company's Dun & Bradstreet (D&B) number.

RESPONSE: 96-016-2576

Company's organizational chart of those individuals that would be involved in the contract.

RESPONSE: Extreme is more than just another networking company. Unlike any other provider, Extreme's dedicated and passionate team goes to extreme lengths to support customers, understand their challenges, and help ensure their success. One point which further differentiates Extreme as a business partner is Extreme's high-touch sales and support model. Extreme believes in close involvement in all aspects of supporting customers – from designing to implementing to supporting customers on an on-going basis. This hands-on approach is truly unique for a manufacturer and will benefit NCPA's purchasing entities.

Together, our teams have unparalleled experience in the networking industry. NCPA purchasing entities will be supported by dedicated account teams across the Northeast, Southeast, Central and West regions. Assistance is just a phone call away, as customers can simply pick up the phone and contact one of Extreme's authorized NCPA approved partners and/or Extreme's local account team at any time. Extreme also has a dedicated SLED business operations team who will work alongside the local account team to ensure the success of technology upgrades and help support all aspects of customer fulfillment.

NCPA purchasing entities will be supported by the following team:

David Savage - Senior Director of Sales

Holly O'Gara, Regional Director – Northeast

Gregory Bleaux, Account Executive

Stephen Casalino, Account Executive

Joe Kekejian, Account Executive

Kevin Kees, Account Executive

Chad White, Account Executive

Jeff Willett, Account Executive

Brian Forman, Account Executive

Nicholas Martino, Account Executive

Jeff Wise, Account Executive

Scott Kephart, Account Executive

Glenn Mitchell, Account Executive

Chris Bondi, Regional Director – Southeast

Jason Pennington, Account Executive

Gregg Oser, Account Executive

Erick Gomez, Account Executive

Jeff Green, Account Executive

Glen Leonardis, Account Executive

Linda Arnold, Account Executive

Michael Elefante, Account Executive

Jeff Ford, Account Executive

John Quesinberry, Account Executive

James S. Clark, Regional Director – Central

Dominic Mayer, Account Executive

Branden Henner, Account Executive

David Lawton, Account Executive

Russell Atkinson, Account Executive

John Vento, Account Executive

Mike Fortenberry, Account Executive

Chad Klubertanz, Account Executive

Steph Plymate Zmroczek, Regional Director – West

David Chae, Account Executive

Manny Barrera, Account Executive

John McMillen, Account Executive

Jerry Yarborough, Account Executive

Brian Townsend, Sr. Director, Global Services

Doug Hyde, Manager Technical Support

Gavin May, Sr. Manager Technical Support



Jamie Roxburgh, Sr. Manager Technical Support

Sharon Auby, Sr. Manager Technical Support

Pete Gaydosh, Sr. Manager Technical Support

Brian Stokes, Sr. Manager Technical Support

Customers will also be backed by the best customer service in the industry. One of the major differentiators of Extreme is their 100% in-sourced, award-winning Global Technical Support Center (GTAC), which provides 24x7 access to reliable technical help. Extreme's GTAC has a tenured staff with many years of industry experience. Extreme's customer support solution is also held in high regard by third party analysts, including Gartner, IDC, Forrester, and Gartner Peer Insights. In fact, Extreme has the top ranked support services in the industry.

Corporate office location.

- List the number of sales and services offices for states being bid in solicitation.
- List the names of key contacts at each with title, address, phone and e-mail address.

RESPONSE:

Corporate headquarters
6480 Via Del Oro
San Jose, CA 95119.

Additional corporate offices:
9 Northeastern Boulevard
Salem, NH 03079
+1 888-257-3000

2121 RDU Center Drive
Morrisville, NC 27560
+1 919-884-3200

The main point of contacts for this contract will be:
Michael Swierk, Sales operations Analyst (contract administration, sales reporting, etc.)
Phone: 603-952-5221
Email: mswierks@extremenetworks.com

Elizabeth Scandizzo, Sr. Contracts Manager (contract terms, contract negotiation)
Phone: 408-579-3436
Email: lscandizzo@extremenetworks.com

Additional key contacts include:
David Savage, Senior Director of Sales – North America
Phone: 414-507-2876
Email: dsavage@extremenetworks.com



Holly O’Gara, Regional Director of Sales – Northeast

Phone: 978-869-4579

Email: Hogara@extremenetworks.com

Chris Bondi, Regional Director of Sales – Southeast

Phone: 919-457-8250

Email: cbondi@extremenetworks.com

James S. Clark, Regional Director of Sales – Central

Phone: 603-952-5001

Email: jamesclark@extremenetworks.com

Steph Plymate Zmroczek, Regional Director of Sales – West

Phone: 505-280-6056

Email: szmroczek@extremenetworks.com

Lauren Farah, Industry Marketing Manager

Phone: 603-952-5055

Email: lfarah@extremenetworks.com

Define your standard terms of payment.

RESPONSE: Extreme Networks’ standard payment terms are Net 30.

Who is your competition in the marketplace.

RESPONSE: Extreme’s top FY2020 five primary competitors are:

- Cisco/Meraki
- HPE/Aruba
- Juniper/Mist
- Huawei
- Arista/Mojo

What differentiates your company from competitors?

RESPONSE: Extreme is not your average networking vendor. Extreme creates effortless networking experiences that enable all of us to advance. Extreme stands out from the rest in the following ways:

- Vast experience with a 20+ year history of innovation to push the boundaries of networking technology. Extreme's focus is to deliver leading end-to-end networking solutions and software to the Enterprise customer. All R&D spend is dedicated to that goal.
- Unique for a manufacturer, Extreme has a high-touch sales model that involves talking to and working closely with customers and partners through the entire pre- and post-sales process. The Extreme high-touch model extends to support and Professional Services delivery as well.
- Extreme delivers a true cloud-driven, end-to-end networking solution, from the data center right to the wireless access points at the edge of the network.
- Solution you can be confident in, recommended as a Leader by Gartner for access layer opportunities in the 2019 Gartner Magic Quadrant (MQ) for wired/wireless for the second consecutive year. This trusted analyst report by Gartner evaluates a variety of enterprise LAN vendors. Gartner positions vendors in their respective quadrant based on their ability to execute and their completeness of vision. According to Gartner, "A vendor in the Leaders quadrant will have demonstrated an ability to fulfill a broad variety of customer requirements through the breadth of its access layer product family. Leaders will have the ability to shape the market and provide complete and differentiating access layer applications, as well as global service

2019 LAN/WLAN Magic Quadrant



and support. Leaders should have demonstrated the ability to maintain strong relationships with their channels and customers and have no obvious gaps in their portfolios." We welcome you to download Gartner's report at: https://learn.extremenetworks.com/Gartner-Wired-Wireless-MQ-Report-2019.html?utm_campaign=Q1_20_Gartner_Wired_Wireless_MQ_2019&utm_medium=website&utm_source=website&utm_content= to discover why we've been positioned as a Leader.

- Extreme is dedicated to open standards – this allows Extreme to interoperate with other vendors by making the use of open standards – and it is part of Extreme's DNA. Extreme does not believe in locking in customers – Extreme believes in making customers want to stay with them by choice.
- Extreme's solutions are purposely designed to reduce TCO by driving down IT costs through strong engineering principles and developing products for long technology lifecycles compared to the lesser industry norms.
- Extreme's Wi-Fi solution has resulted in success with customers in the NCAA, NBA, NHL, MLB, MLS, and the NFL. Extreme's intelligent Wi-Fi analytics technology is also currently deployed to monitor and measure fan experience for more than 2/3rd the NFL teams. Extreme is also the *Official Wi-Fi Solutions Provider of the NFL* as well as the *Official Wi-Fi Analytics Provider of the NFL*.
- The best support in the industry with Extreme's differentiated, #1 Rated Services & Support by Gartner. Extreme is consistently rated top in for support in the Gartner partner peer review, and was a 2020 Gartner Peer Insights Customers' Choice for Wired & Wireless LAN Access Infrastructure. This is achieved by not outsourcing any of Extreme's technical support capability so when you speak to someone in the Extreme support organization you are dealing with an expert from the first call. Extreme's average length of service of their technical support team is over ten years – and the result is that more customer issues are resolved on the first call.



Describe how your company will market this contract if awarded.

RESPONSE: Extreme will market the contract through the following methods:

- Posting to the extremenetworks.com webpage
- Clear communications to our partner community
- National press releases
- Include in our customer newsletters

Describe how you intend to introduce NCPA to your company.

RESPONSE: Extreme will introduce the NCPA contract to our sales teams through a series of internal communications including email, newsletters, our internal communications app, sales

playbook, and within cross-functional meetings. In addition, Extreme will conduct training seminars for our sales teams and authorized partners for a range of topics including but not limited to: use cases, pricing, contractual obligations, rules and guidelines for selling under the agreement.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

RESPONSE: Extreme utilizes a network of authorized resellers to sell our solutions. Extreme will create a website to include a list of approved authorized resellers with main contacts identified for ordering. The website will also include our full product catalog available for purchase under the NCPA agreement.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) MS

RESPONSE: NCPA can rest assured knowing that one of the industry's best support organizations is available to support customers. Rated #1 in support, Extreme is a true services partner that has customers covered for all their service and support needs.

Extreme offers a 100% in-sourced, award-winning Global Technical Support Center (GTAC) providing 24x7 access to reliable technical help, comprehensive maintenance offerings that let you choose the exact level of service ideal for your organization.

Extreme Networks provides a global 24x7 follow the sun methodology to deliver our GTAC. Typical business working hours of 9AM-5PM are covered from within the United States, where our US based Technical Assistance Centers are primarily located in New Hampshire, North Carolina, and California. Calls into our GTAC outside of typical first shift business working hours are covered by qualified personnel in both Asia and Europe. Working alongside our GTAC we do have a dedicated team in India to process all RMA hardware replacement requests. Similarly, we have dedicated team in Malaysia that works with the GTAC to process all licensing requests as well. All GTAC support is provided by Extreme insourced employees and is not outsourced to third party support vendors, which provides significant advantages to our customers.

Green Initiatives

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

RESPONSE: Extreme champions developing innovative, energy-saving technology that does not compromise operating performance and functionality. Extreme's goal is to develop products that are innovative, use environmentally friendly materials, and reduce energy consumption. Product efficiency is at the forefront of Extreme's solutions, with consideration beginning at initial development and continuing throughout the design cycle. For example:

- Our switching products are small form factor 1U switches for reduced power consumption.
- Extreme uses the latest ASICs when possible in designs, which follow an ever-improving power consumption curve with the latest process technology.
- Extreme's ERS switch family and select VSP switches support Extreme Energy Saver to reduce network infrastructure power consumption without impacting network connectivity. The feature automatically decreases port speed and deactivates PoE on switch ports based on a pre-set schedule.
- Extreme's products leverage newer power subsystems to improve efficiency, for both AC/DC and DC/DC supplies. This reduces the electricity required to operate the system as well as the cooling required in the data center.
- Extreme offers a variety of switches supporting IEEE 802.3az Energy Efficient Ethernet (EEE) to reduce power consumption on the switch. To save energy during gaps in the data stream, EEE uses a signaling protocol that allows a transmitter to indicate the data gap and to allow the link to go idle. This signaling protocol is also used to indicate that the link needs to resume.
- Extreme's wireless access points support WMM Powersave (U-APSD).
- Extreme conducts operations in an environmentally responsible manner which includes leveraging recycled material in their products and following the OECD guidelines for Conflict minerals and requiring suppliers to source from approved sources. Key initiatives include:
 - Extreme's product design process incorporates tactics to reduce environmental impact and complement sustainability, as such, our suppliers choose materials and processes to ensure ease of recyclability at the end of the products life cycle.
 - Extreme requires its suppliers/vendors to maintain ISO 14001 certification.
 - Extreme Products are all shipped in packaging which is properly identified with the appropriate global recycling marks and are also easily recycled or reusable packaging.
 - To help prevent un-needed and unused power cords ending up in the world's landfills Extreme has chosen to no longer automatically include power cords with most of our products. Customers that wish to have power cords supplied simply need to specify a Power Cord on their purchase order. This gives the customer the flexibility to choose the appropriate cord for their installation and country and reduces unnecessary waste.
 - Extreme utilizes a paperless voucher and licensing system. All customers receive software license entitlements via email. Besides ensuring that only necessary hardcopies of documents are printed, other benefits include: No loss of paperwork with the Entitlement IDs through theft, misplacement, or accidental destruction and license entitlements can easily be rerouted to a new individual when personnel changes occur.
 - Extreme offers sustainability programs include recycling and waste reduction at our corporate sites. Ongoing programs include Electric Vehicle charging stations and transportation sharing.
 - Extreme is dedicated to environmental responsibility and complies with the following environmental regulations:
 - 2011/65/as amended EU European reduction of Hazardous substances (RoHS)
 - 2012/19/EU as amended, waste of electrical and electronic equipment (WEEE)
 - EC No.1907/2006 as amended, registration, evaluation, authorization and restriction of chemicals (REACH)

- SJ/T 11364-2014 China RoHS, National Standard of the People's Republic of China
- CNS 15663 BSMI Taiwan RoHS, Bureau of Standards, Meteorology and Inspection
- Dodd-Frank Act section 1502, Conflict Mineral reporting to the Securities Exchange Commission

Furthermore, as part of Extreme's Corporate Social Responsibility program we have made a substantial investment in our San Jose headquarters office to generate clean power using Bloom Fuel Cells.

Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

RESPONSE: Extreme is committed to exceeding the networking expectations of enterprise customers worldwide by providing quality, reliable networking products, services and support based on industry standards. As part of this commitment Extreme holds ISO 9001:2015 certification. In addition, Extreme is the first major Cloud-Managed networking vendor to attain ISO/IEC 27001 certification on its Cloud Platform – not just the data center hosting the application. Please refer to the Attachments section of our response for copies of these certifications.

In addition, Extreme is a #1 Rated Services & Support provider by Gartner. Extreme is consistently rated top for support in the Gartner partner peer review, and was a 2020 Gartner Peer Insights Customers' Choice for Wired & Wireless LAN Access Infrastructure. This is achieved by not outsourcing any of Extreme's technical support capability so when you speak to someone in the Extreme support organization you are dealing with an expert from the first call. Extreme's average length of service of their technical support team is over ten years – and the result is that more customer issues are resolved on the first call.



Extreme is committed to supporting supplier diversity. As a world class provider for network infrastructure solutions in the information technology industry, Extreme recognizes that what we do must be world class but who we are (socio-economically) is valued by our customers as well. As a leader in the networking industry Extreme "walks the talk" and not only exceeds customers' expectations directly, but flows down those expectations in the sourcing, supplier selection, and management of our supply chain as well.

One way Extreme fulfills this commitment is by embracing diversity in all aspects of their organization; from employees to strategic partners and our suppliers to deliver the products and



services our customers want and need. An important aspect of meeting these needs is Extreme's Supplier Diversity Program. This program, which is aligned with best practices established by the National Minority Supplier Development Council (NMSDC) and the Institute for Supply Management (ISM), provides companies at least 51% owned and operated by minorities, women, veterans, and people with disabilities, equal footing to effectively work with Extreme while at the same time growing their own businesses.

Extreme partners with leading organizations in business diversity to continually identify and reach potential diverse suppliers. These partnerships include the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), NAACP, Urban League of the Bay Area(CA)/ Central Carolinas(NC), the National Veteran Business Development Council (NVBDC), and the Women's Business Exchange Group amongst others.

As new suppliers, subcontractors, and service providers join Extreme's supply base they populate a Supplier Information Form which includes a business classification survey. The suppliers are then setup with profiles in Extreme's ERP System. This then allows Extreme to monitor their financial outreach with diverse businesses either as a whole or slices of a pie based on diverse classifications. As well, this enables Extreme to track trends and metrics on diverse supplier onboarding and spend, as well as set goals each year for the growth of our Supplier Diversity Program. Extreme's Supply Chain Department personnel regularly attend Supplier Diversity conferences and summits to learn best practices that other organizations have installed, share Extreme's success as well, and stay current on initiatives and developments in the supplier diversity arena.

By working with diverse suppliers, Extreme provides opportunities for significant growth and development to diverse businesses. Extreme offers a broader assortment of products, both commercially available as well as customized, to our customers at the best possible values, and Extreme contributes to the economic well-being of the communities we serve.

Tab 5 – Product and Services / Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

RESPONSE: Extreme is a leader in providing end-to-end networking solutions for enterprise (K-12, higher education, healthcare, retail, manufacturing, etc.), data center, and service provider customers. Providing a combined end-to-end solution from the Internet of Things (IoT) edge to the cloud, Extreme designs, develops, and manufactures wired and wireless network infrastructure equipment as well as designs and develops a leading cloud networking platform and application portfolio using cloud management, machine learning, and artificial intelligence to deliver network policy, analytics, security, and access controls. Extreme is a networking solutions company, but what really differentiates us is how we go above and beyond for our clients.

To help maximize the effectiveness of your network and achieve maximum ROI, Extreme offers a 100% in-sourced, award-winning Global Technical Support Center (GTAC) providing 24x7 access to reliable technical help, comprehensive maintenance offerings that let you choose the exact level of service ideal for your organization. Support options include Premier Support, specialized, high quality Managed Services, as well as full Professional Services for successful implementations onsite, and multiple training and certification offerings including free eLearning courses.

Extreme has responded with solutions that meets and exceeds all of the technology requirements for the applicable categories identified below.

➤ Technologies

- Wireless Array
- WiBB: Licensed, unlicensed and MESH
- Data collection, RFID and printers
- Indoor WLAN, networking and VoIP
- IP Video surveillance/security solutions
- Mobile and Rugged Computing
- Accessories
 - Power Options
 - Mounting Kits
 - Enclosures

RESPONSE: Extreme is focused on delivering cloud-driven end-to-end networking and software solutions – from wireless and wired access technologies, through the campus, core, and into the datacenter. Our technological leadership is based on innovative switching, routing and wireless products, that can all be fully managed and enhanced by our end-to-end cloud management architecture. Of the provided list of Technologies, Extreme offers a complete portfolio of Indoor WLAN and networking solutions, as well

as associated accessories for their hardware products. Details on the available solutions are further detailed in the Solutions category below.

➤ Solutions

- Infrastructure
 - Switching
 - Routing
 - Wireless

RESPONSE: Extreme offers a robust portfolio of network infrastructure products including switching, routing and wireless equipment. Following provides a brief overview of the overall Extreme Product Portfolio which fulfills the requirements of the Infrastructure category.

ExtremeSwitching™

- ▶ **Universal Hardware Platforms:** Extreme's newest switching line offers the most flexible switching family available in the market. The universal hardware platforms come with a dual-persona capability allowing user choice of the switch operating system (OS). Either the ExtremeXOS® or VOSS persona can be enabled. With universal hardware, customers benefit from the ability to purchase a single hardware platform that can be leveraged across multiple use cases, such as stackable edge or fabric to the edge using the same hardware. This simplifies sparing and preserves existing customer operation, while protecting your investment with the ability to migrate to a different deployment architecture in the future if desired.
- ▶ **Stackable Switches:** Extreme offers a full range of stackable edge switches such as the complete line of EXOS switches which are built on the ExtremeXOS modular operating system and includes next-generation Virtual Port Extenders, to the high-performance, feature-rich ERS line of switches.
- ▶ **Fixed Configuration and Modular Switches:** Extreme's full line of flexible and expandable fabric enabled VSP switches offer a range of deployment options for the multi-service access edge to the core.
- ▶ **Data Center Switches:** Extreme's SLX switches leverage event-driven automation and pervasive visibility to deliver the utmost in intelligent automation.
- ▶ **ExtremeCloud IQ Managed Switches:** A majority of Extreme switches can be managed from ExtremeCloud IQ enabling which enables onboarding, configuration, monitoring, troubleshooting, reporting, and more.
- ▶ **WAN Access Platform:** The ExtremeAccess Platform is a powerful branch solution that seamlessly extends Extreme Fabric serviced to remote locations.

ExtremeRouting™

- ▶ **Routers:** Extreme's Ethernet core and edge routers boost scalability and agility enabling an increase in programmatic control and traffic visibility. Their highly

reliable and secure modular chassis, fixed form factor edge routers, and cloud-managed small to mid-enterprise SDWAN solutions meet the needs of every size organization.

ExtremeWireless™

- ▶ **Access Points:** Whether on-premise or cloud-managed Extreme offers a comprehensive portfolio of Wi-Fi 6 (802.11ax) access point options that support flexibility of deployment (indoor, outdoor, wall-plate, etc.).
- ▶ **Wireless Appliances:** Flexible options are available for hardware and virtual wireless appliances, as well as private cloud services complemented with simplified licensing and multiple choices for deployment to support both campus and distributed environments.
- ▶ **Wireless Security:** Extreme AirDefense simplifies the protection monitoring and compliance of the WLAN. The solution accurately detects wireless vulnerabilities and unusual network activity with a context-aware multidimensional detection engine to minimal false positive alarms.

- In-building Systems
- Land Mobile Radio
- Broadband Solutions

➤ Services

- Network Services
 - Application Control
 - BYOD
 - Security and Access Control
 - Management and Automation
 - Monitoring, Analytics, Visibility
 - Location
 - Performance

RESPONSE: Extreme offers an extensive portfolio of software applications that deliver security and enhanced access control, network monitoring, visibility and application analytics, as well as network management and automation, and more. All can be managed, assessed and controlled from a single pane of glass on premises or from the cloud. Following provides a brief overview of the overall Extreme Application Portfolio which fulfills the requirements of the Network Services category.

ExtremeApplications™

- ▶ **Cloud Management:** ExtremeCloud™ IQ delivers cloud-driven end-to-end network management, intelligence, and assurance from the edge to the data center. The

solution also includes ExtremeCloud IQ Essentials which provides four key applications. WIPS, Location services, IoT, and Guest management, enabling organizations to take advantage of an all-in-one platform for wired and wireless management, business insights, location tracking, wireless security, seamless IoT onboarding and guest access, and guest access through a single user interface.

- ▶ **Management and Orchestration:** Extreme Management Center provides centralized visibility and control with 360-degree view of the entire network – wired, wireless and data center – for advanced single pane of glass management.
- ▶ **Security and Identity Control:** Extreme offers cloud-managed and on-premise network vendor agnostic network access control solutions that allow you to deploy and enforce granular role-based policies across the network – wired and wireless. As well as offer onboarding of guests and IoT devices easy and securely.
- ▶ **Analytics and Performance Management:** ExtremeAnalytics provides visibility into application use across the network, empowering IT to boost organizational efficiency, improve user experience and engagement, optimize application performance, and protect against malicious or unapproved system use.
- ▶ **Wireless Security:** Extreme AirDefense simplifies the protection monitoring and compliance of the WLAN. The solution accurately detects wireless vulnerabilities and unusual network activity with a context-aware multidimensional detection engine to minimal false positive alarms.
- ▶ **IoT Device Security:** Extreme Defender for IoT solution consists of the Defender Application (a value-added Application available on the Extreme Campus Controller), the Defender Adapter (SA20 1) and/or the ExtremeWireless 3912i Indoor Access Point. The solution provides in-line protection of critical and potentially vulnerable wired IoT devices.

- **Tech Support**

RESPONSE: NCPA and public agencies can rest assured knowing that one of the industry's best support organizations is behind your network. Rated #1 in support, Extreme is a true services partner that has you covered for all of your service and support needs. With Extreme Services, you can always expect a personalized customer experience that's beyond compare with standard solutions, supported by unparalleled experts.

Technical support Options

Extreme backs every solution with a passionate user community, a deep KnowledgeBase, and the industry's only 100% in-sourced support team.

Online Community Interaction with The Hub – The Hub is a dynamic Extreme community where you can connect with your peers, get answers to your questions, and share best practices any time of day, 365 days a year. For more information please see: <https://community.extremenetworks.com/>.

Self-service Access with Searchable KnowledgeBase – The KnowledgeBase enables you to access the collective technical expertise of Extreme’s entire GTAC team 24x7 by searching for known solutions to your most challenging issues, all at your convenience. For more information please see: <https://gtacknowledge.extremenetworks.com/>.

One-on-One Interaction with GTAC Assisted Support – For urgent, complex, or confidential concerns, in-house Extreme GTAC Engineers are available 24 hours a day, 365 days a year to provide direct, high-touch support. The GTAC is staffed only by tenured Extreme employees with an average of ten+ years of experience with Extreme solutions. Extreme’s GTAC experts are empowered with access to software/hardware product engineers and developers, and are supported by the infrastructure needed for the efficient handling of all inquiries. GTAC Engineers work in locations around the globe to ensure coverage for all time zones and multiple languages. In addition, the GTAC maintains top-of-the-line technology labs for optimal issue re-creation and fast answers to complex questions.

You can log a case via Extreme’s Support Portal, email, or contact Extreme GTAC by phone through Extreme’s Automated Call Distribution (ACD) system. Customers will connect directly to GTAC Engineers and technical teams responsible for supporting specific product lines. Extreme’s GTAC offers priority setting of problems and escalation management, ensuring the appropriate resources within Extreme are utilized to resolve outstanding technical problems as efficiently as possible. Extreme’s GTAC will create a case number and manage and track all aspects of the case until it is resolved. Extreme’s GTAC Engineers are committed to providing you with the best support experience possible.

Extreme’s priority levels and escalation management response times are as follows:

Service Level Objective:

Case Priority	Response Time	Restore Time (software fix or workaround)	Update Frequency
C1: Customer’s network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	First Available Engineer – Maximum 15 Minutes	4 Hours	Up to 4 Hours
C2: Customer’s network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days

- **Engineering**

RESPONSE: Whether you're facing a hardware refresh, impending upgrades or the overwhelming need for new network design, Extreme Networks' expert consultation and support can help ensure positive outcomes. When it comes to the implementation of your networking solution, Extreme Networks is focused on best practices and backed by unmatched engineering resources enabling you to focus on your most impactful technology initiatives. In addition, Extreme offers multiple support offerings ensuring customers can obtain the assistance required to resolve network issues, including advanced engineering support. If problems arise during the installation, they would be handled on a case-by-case basis by the Extreme Professional Services team and escalated accordingly for resolution. If the problem can be mitigated without customer involvement we will resolve. Problems requiring customer involvement will be escalated to the customer by the Project Manager, with a suggested resolution. In the event of a severe case, the Project Manager will involve any and all Extreme staff to resolve the issue; including the sales staff, Extreme Professional Services senior management, Extreme Engineering management, Extreme Product Management and Executive Management.

For post-installation support, the customer would be supported by Extreme's in-house GTAC or your Premier Support Contact (if applicable) per your warranty and maintenance contracts. Extreme's GTAC offers priority setting of problems and escalation management, ensuring the appropriate resources within Extreme are utilized to resolve outstanding technical problems as efficiently as possible. Extreme's GTAC Engineers are committed to providing you with the best support experience possible. Extreme's GTAC is staffed only by tenured Extreme employees with an average of ten+ years of experience with our solutions. Extreme GTAC experts are empowered with access to software/hardware product engineers and developers, and are supported by the infrastructure needed for the efficient handling of all inquiries. GTAC Engineers work in locations around the globe to ensure coverage for all time zones and multiple languages. In addition, the GTAC maintains top-of-the-line technology labs for optimal issue re-creation and fast answers to complex questions.

- **Staging**

RESPONSE: Extreme Professional Services offer a broad range of services to help you assess, plan, design, implement, and optimize your technology – including staging and rack/stack services as well as cabling labor services.

- **Site Surveys**

RESPONSE: Extreme offers a broad range of services to help you assess, plan, design, implement, and optimize your technology – including site surveys and deployment of wireless services. Extreme's site surveys are performed to help customers plan for a new network installation or upgrade to newer technologies within their infrastructures.

- **Installations**

RESPONSE: Extreme has the experience and qualifications to tackle all your Professional Services needs, ensuring superior service delivery and positive outcomes.



Extreme Professional Services provides a partnership that's centered on best practices, delivered by unmatched engineering resources enabling you to focus on your most impactful technology initiatives.

Extreme offers a broad range of services to help you assess, plan, design, implement, and optimize your technology. Extreme Professional Services provides access to highly skilled and experienced networking specialists for all implementation related activities including consulting, planning and design, assessments, implementation, project management, and even rack/stack to include cabling labor, if you need it. These services deliver flexibility, efficiency, and cost savings, so you can select only the type and level of service you desire for each implementation task. Extreme Professional Services can greatly simplify the implementation of your network, and accelerate the return on investment for your solution.

Some examples of where Extreme Professional Services can assist your operations include:

- Deployment of Bring Your Own Device (BYOD)
- Site surveys and deployment of wireless services
- Checking and verifying the health of your network and making performance recommendations
- Deployment of any Extreme solution
- On-site staff augmentation for varying reasons including but not limited to, large deployments, new technology implementation and resident engineer expertise and assistance

Extreme Professional Services helps you maximize your equipment and service investment by:

- Delivering the right technical expertise and industry best practices only when and where you need them
 - Providing a wide range of Professional Services to augment your current expertise, enabling your existing resources to focus on your core business
 - Enabling you to learn about and explore new technologies and their impact on your network infrastructure
 - Reducing the risk of implementing new technologies
 - Reviewing your current network infrastructure and processes and making performance optimization recommendations
 - Discussing your security policies to ensure the right people have access to the information they need to do their jobs
 - Servicing a multitude of technologies including LAN/WAN, VoIP, security and wireless
- Logistics
- RESPONSE:** As a global company, Extreme has an operations team that manages the end-to-end processes across our business with a primary focus of delivering high quality services to our customers. The team's focus includes same and next business day RMA options for replacement parts across the U.S. from warehouses located at key locations, technical support and engineering escalations, as well as product distribution and supply chain operations.

- **Repair Services**

RESPONSE: Extreme offers several options to repair products. Extreme's GTAC is the point of contact for all RMA requests and will work with customers to ensure the delivery of replacement parts meets the level of warranty and/or maintenance entitlements. Extreme's standard warranties do offer repair services against manufacturing defects as outlined with our standard warranty policy, while our maintenance agreements typically enhance these services with additional features or extend the duration of coverage.

For reference purpose, complete details on all of Extreme's product warranties can be found at: <http://www.extremenetworks.com/support/policies/#warrantyTag>.

Additionally, Extreme's Warranty Guide can be found at:
<http://learn.extremenetworks.com/rs/641-VMV-602/images/Extreme-Networks-Product-Warranty.pdf>.

Extreme's comprehensive suite of ExtremeWorks Maintenance Services are available for around-the-clock, direct support for any network issues that come your way. The following ExtremeWorks' options are available:

ExtremeWorks Advanced Hardware Replacement Service

Extreme's cornerstone product, Advanced Hardware Replacement is designed to provide mission-critical environments with the support needed to minimize network downtime – cost effectively. You will receive operating software updates and upgrades and around-the-clock telephone and web support. You will also benefit from Extreme's logistics capabilities providing advanced part replacement offering Next Business Day and four-hour hardware replacement response times (approved by location).

ExtremeWorks Onsite Service

Onsite Services offers Next Business Day and four-hour hardware replacement response times with installation by a skilled Field Technician. You will also receive operating software updates and upgrades and around-the-clock telephone and web support. This service level helps maximize network uptime and productivity for customers who need a skilled Field Technician onsite to install the part (approved by location).

ExtremeWorks Return and Replace Service

If you have a non-performing part but a replacement is not time-critical because you already have your own spare parts or the part is not critical to your network, consider Extreme's Return and Replacement offering. This service plan includes 10-business-day return and replace, 24x7x365 technical support, web support, and operation system updates and upgrades.

ExtremeWorks Software and GTAC Service

With updates and upgrades offered by ExtremeWorks Software and GTAC you avoid the expense of purchasing different revision levels, protecting your software investments. In this basic service package you receive 24x7x365 technical assistance, web support



and updates and upgrades for operating software (software that is required to operate and is embedded in a network device; i.e., ExtremeXOS®, WiNG).

ExtremeWorks Software Support Service

With updates and upgrades offered by ExtremeWorks Software Subscription you avoid the expense of purchasing different revision levels, protecting your software investments. In this service package you receive 24x7x365 technical support, web support and updates and upgrades for application software (network management software that may reside on another network device; i.e., Extreme Management Center).

For more information on Extreme's maintenance offerings, please visit:
<https://www.extremenetworks.com/service/extremeworks-maintenance-services/>.

Premier Services

As a supplement to your ExtremeWorks Maintenance agreement, Extreme offers Premier Services, providing proactive network support – when you need it, where you need it. When you're running a complex network, having a dedicated Extreme advocate to support you is key to identifying issues early, monitoring trends, ensuring your network is operating smoothly, and keeping your team focused on your goals rather than problem resolution. Whether you need a technical problem solved quickly, have a pressing question about a new network vulnerability, or there's a software upgrade on the horizon, a high-touch resource dedicated to your organization will ensure your network is always under close care, no matter where you are in the world.

ExtremeWorks Premier Support is a proactive, high-touch service that assists you in managing your Extreme network environment, providing resources to manage your day-to-day technical needs, as well as ongoing analysis and recommendations.

With Premier Services, Extreme offers more than just reactive maintenance coverage, we provide active engagement, discussing Best Practices for your network, assessing your company's network demands, and making recommendations on how to maximize your return on investment. Extreme will work with your team directly, keeping a watchful eye on your Extreme investment and making recommendations on improvements to help provide you with the best overall network experience. Premier Services provides the following benefits:

- **Expert knowledge at your fingertips** – Know you have the responsive networking expertise you need and take advantage of an engineering knowledge pool with extensive industry tenure.
- **Unburden your staff** – Relieve your IT team from the demands of unfamiliar crisis scenarios and redirect their effort to the projects that align with their talents and existing skill set.
- **Support when you need it** – Count on an expert support team. No matter who you talk with, they're wearing an Extreme badge.
- **Whiteglove service** – Rely on a single point of contact who will expedite your resolution. When you have a critical problem, your Premier Delivery Manager will work with you through to resolution.

The following table lists the features of Extreme's available support levels including Premier and PremierPLUS (which provides the benefits of Premier and Extreme's highest level of proactive monitoring.):

Deliverables	ExtremeWorks	Premier	PremierPLUS
24/7 TAC Access	✓	✓	✓
24/7 eSupport	✓	✓	✓
Option for HW SLAs	✓	✓	✓
Priority Case Queuing		✓	✓
Premier Support		✓	✓
Service Plan		✓	✓
Account Status Meeting (QBR review opportunity)		✓	✓
Root Cause Analysis Reports		✓	✓
Post Sales Technical Training		✓	✓
Asset Survey Business Reviews		✓	✓
Network Change Validation		✓	✓
Customer Profiles & Asset Mgmt.		✓	✓
Premier On-Site Support		Optional	Optional
Premier Resident Engineer		Optional	Optional
Network Monitoring			✓
Incident Response			✓

For more information on ExtremeWorks Premier Services please see:

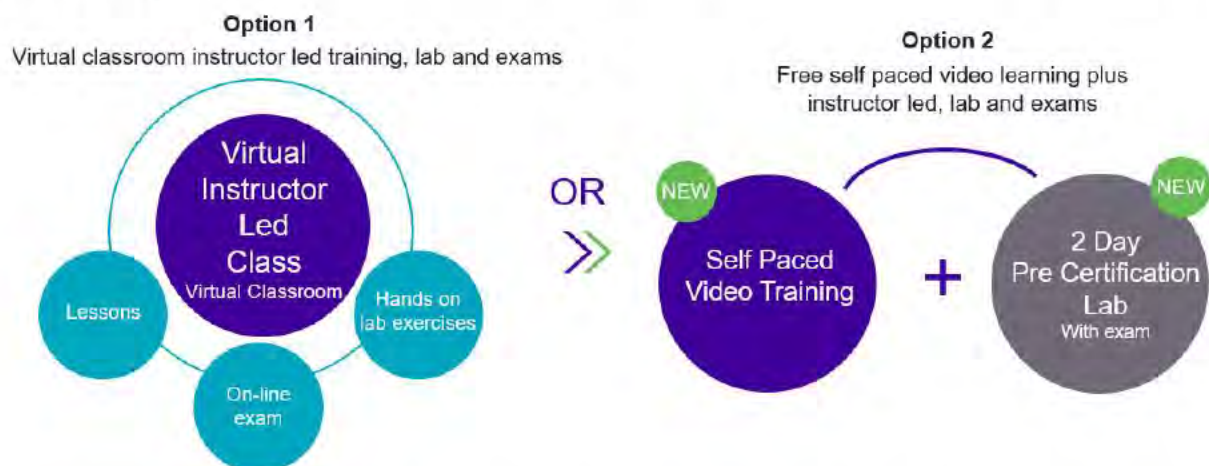
<http://www.extremenetworks.com/support/premier-support/>.

Training

Extreme is committed to providing customers with optimally configured networks and the tools to keep everything running smoothly for the life of the equipment. Technical training is an important element of doing just that, and will allow you to unleash the full value of your Extreme solution.

Extreme delivers world-class technical training to customers through our ExtremeDojo™ Training Program. This new, modernized training program delivers engaging technical training to Extreme customers, providing network professionals with the necessary methods to properly configure, deploy, manage, and troubleshoot their Extreme environments. Originally designed to educate employees and global partners, ExtremeDojo now provides customers with modular, competency-based curricula delivered in a modern and gamified format. Network professionals who complete training through the martial arts-themed program achieve a better understanding of Extreme's products and solutions, increasing the knowledge and skills needed to help their organizations take the next step on their path to becoming an autonomous enterprise.

ExtremeDojo offers a choice of training course modalities depending on your learning preference and budget. Technical courses are available as free of charge modular videos or as chargeable instructor led formats delivered by Extreme's global ecosystem of Authorized Training Partners. Customers can choose one training method or a blended mix of both. Either modality transfers technical knowledge and provides access to hands-on experience with Extreme's solutions portfolio, giving customers the ability to truly understand and leverage their Extreme-powered infrastructure.



Virtual classes are available for all certification classes which include lessons, hands on exercises in virtual labs, and include two chances at an online exam.

With Extreme's free self-paced video training, students can work at their own pace to complete video training and book a chargeable 2-day lab to earn certification or jump in and explore the content as a "how to knowledge base" for quick learning on the go. As a customer of Extreme you have access to all available online technical training courses free of charge. Charges will only apply if you want to become certified.

Key features of the ExtremeDojo Training Program include:

- ✓ **Free Technical Training** – Customers have access to free technical video training modules offered with subtitles in 11 languages
- ✓ **Modular Video Content** – New self-paced bit-sized learning modules can simply be viewed as a “how to” learning resource or full course material can be accessed to prepare students who are looking to become certified in Extreme’s technology
- ✓ **Accelerated Path to Certification** – New video modules reduce the time required to earn certifications. You can learn at your own pace, then book two-day lab certification and exam (cost associated with certification lab/exam)
- ✓ **Expanded Classroom Training** – Extreme offers an expansive choice of fee-based instructor-led training through a worldwide ecosystem of Authorized Training Partners. Classes are run in multiple time zones with both virtual and physical class options available.
- ✓ **Simplified and Free Re-Certification** – No more formal recertification exams or costs. All that is needed to keep your certifications live is to complete a short online refresher module and test once per year. Recertification is online and free of charge.

To access your personal ExtremeDojo portal using your Extreme ID, please visit

[https:// dojo.extremenetworks.com](https://dojo.extremenetworks.com). (A new Extreme Portal account can be created on the sign in page if needed).

Extreme Certifications

Extreme offers a modular approach to technical certification focused on practical, hands-on learning developed to supporting and optimizing your network environment. The following certification program is available:

The **Extreme Networks Certified Specialist (ECS) Certification** provides networking professionals with methods to properly configure, deploy, manage and troubleshoot their Extreme Networks environments. This knowledge is reinforced through applying solid deployment models and recommended design practices.

Tab 7 – Pricing

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

RESPONSE: Read, understand and comply. Extreme has included our price list with Discount off MSRP per item separately in excel. Additional discounts will be provided on a case by case basis through Extreme authorized resellers.

Tab 8 – Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

RESPONSE: Headquartered in San Jose, California, Extreme is a financially strong corporation with approximately 2,500 employees worldwide and backed by 9,000+ technology partners who share their vision. Extreme has offered its complete line of available products and services in response to this solicitation for Region 14 ESC and all NCPA participating entities. Some of the key differentiators and value add Extreme can offer Region 14 ESC and NCPA participating entities include:

➤ **ExtremeWorks Managed Services**

As network complexity increases, IT departments are seeking performance, availability, and security with a limited budget. Delivering stable network management at consistent service levels can seem like a vast undertaking. Extreme Networks Managed Services offers superior Information Technology Infrastructure Library (ITIL) network service levels, comprehensive visibility, and eliminates the need to juggle multiple points of outside support. With Extreme's Managed Services, you can give back your IT team the time they need to focus on your organization's critical initiatives and secure predictable annual network management costs. Extreme is committed to providing the complete network management support you need, built on comprehensive wired, wireless, and security expertise.

More Flexible, Lower Cost, More Efficient

Specialized, high quality network Managed Services can provide you with a lower cost alternative to traditional network management, while saving on staffing and training costs and increasing flexibility. Using skilled experts to monitor the performance and health of your network, Extreme Managed Services helps simplify the complexity of today's networks. This will enable your IT staff to focus on strategic, revenue-generating tasks that differentiate your company.

The Choice Is Yours

Extreme provides two Managed Services offerings, depending on your desired level of engagement: ExtremeWorks MonitoringPLUS and ExtremeWorks ResponsePLUS. If you want to continue to manage your network's performance, health, security, and expansion, MonitoringPLUS provides 24x7x365 monitoring, alerts your IT staff of issues and provides support in helping you resolve the problem. If Extreme monitors your network performance and health with ResponsePLUS, we'll also proactively identify issues and resolve them before you even notice them and have semiannual reviews to determine your evolving needs, vulnerabilities, and suggested improvements.

➤ **Extreme Capital Solutions**

Agile, adaptive, and secure network solutions are integral to the success of a customer's business. When it comes to acquiring networking products, flexible financial payment plans make your process smoother, and that's why in addition to our best-in-class technology offering, Extreme offers an optional financing program to customers. Extreme Capital Solutions is an industry-leading capital solutions program providing competitive and flexible financing to customers looking to acquire Extreme solutions. With Extreme Capital Solutions, customers are able to invest in Extreme's technologies, solutions, and services by bundling hardware, software, maintenance, and training costs into one, manageable financing plan. This versatile program allows for increased flexibility, limited investment, and zero long-term commitments. Extreme Capital Solutions professionals work alongside Extreme's sales teams and partners to offer customers flexible financing options to acquire Extreme's technologies. Customers may access Extreme Capital Solutions directly from Extreme and through Extreme's global partner network including system integrators, value-added resellers, direct market resellers, and distribution partners.

Key Features:

- **Extreme Network Subscription** – This subscription model allows organizations to refresh their network infrastructure or adjust capacity without needing to purchase equipment, eliminating fixed-term commitments and enabling customers to conserve their working capital. Through this model, Extreme customers are able to reevaluate their subscription and expand, contract, or refresh all or part of the equipment with 60 days' notice, giving the customer additional flexibility. Without being a lease, subscription allows the payment to be either OpEx or CapEx. There are no documentation or terminations fees, and there are no upfront costs as customers can pay as you go on a monthly basis with no payment due upfront.
- **Customized Lease Programs** – Personalized lease programs enable organizations to acquire the equipment they need today while spreading the payments over several fiscal budgets, giving organizations greater flexibility to upgrade and continue to meet increasing performance and availability requirements with little cost upfront.
- **Total Solution Financing** – With Total Solution Financing, organizations can fund Extreme hardware, software, services, and associated third-party equipment and services, making it possible for these organizations to fund acquisitions and still retain their cash reserves.
- **Technical Support Options** – Extreme Capital Solutions can offer financing across all Extreme Service Level Agreements (SLA), giving organizations the personalized and proactive support needed for large networking environments.

- Industry's only cloud-driven, end-to-end enterprise networking vendor



- 2020 Gartner Peer Insights Customers' Choice for Wired and Wireless LAN Access Infrastructure
- 2019 Gartner Peer Insights Customers' Choice for Data Center Networking
- Recommended as a Leader by Gartner in the 2020 Gartner Magic Quadrant for Wired and Wireless LAN Access Infrastructure for third consecutive year
- #1 Ranked Service & Support; 100% insourced Service & Support
- Extreme is committed to making the next generation of networking easier, faster, and more secure – delivering enterprise solutions that give customers complete network visibility, control, and insights to help meet their business objectives. Extreme's cloud – whether public, private, or locally hosted – makes network management easier. It enables partners and customers to manage, automate, and gain intelligence from network technologies and devices, from the edge to the enterprise data center, leveraging intelligence from machine learning and assurance from artificial intelligence.
- Extreme's wireless, switching, and routing portfolio provides a broad range of end-to-end connectivity solutions, utilizing industry-leading technologies to deliver speed, scale, reliability, and security for all of your users, devices, and applications, no matter where they are located. And Extreme's software solutions streamline and automate the management of their wired and wireless technologies, protect the edge to the data center, fuel business and IT system integrations, and unlock new insights and analytics.
- Extreme also provides a range of professional and managed services, as well as training and support, to help maximize the effectiveness of your network and achieve maximum ROI. Extreme's 100% insourced support team is made of highly trained, tenured experts who are passionate about helping you get the most out of your technology investment.


Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Extreme Networks, Inc.</u>
Print Name	<u>Pete Doolittle</u>
Address	<u>6480 Via Del Oro</u>
City, State, Zip	<u>San Jose, CA 95119</u>
Authorized signature	 <small>DocuSigned by: 23987154AD564E8...</small>
Date	<u>November 17, 2020 2:38:29 AM PST</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date

DocuSigned by:




23987154AD564E8...

November 17, 2020 | 2:38:29 AM PST

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Extreme Networks, Inc.
Address	6480 Via Del Oro
City/State/Zip	San Jose, CA 95119
Telephone No.	408-579-2800
Fax No.	N/A
Email address	contractsadmin@extremenetworks.com
Printed name	Pete Doolittle
Position with company	SVP Sales
Authorized signature	 23987154AD564E8...

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

Attachments

ISO 9001:2015 Certification

ISO/IEC 27001 Certification