



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 7

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1981736  
 Procurement Type: Central Master Agreement

Vendor ID: VS0000015925

Legal Name: Software Information Resource Corp

Alias/DBA:

Total Bid: \$366,519.30

Response Date: 06/18/2026

Response Time: 12:47

Responded By User ID: govt@sirc.net

First Name: Ajay

Last Name: Gandhi

Email: govt@sirc.net

Phone: 2025362800

SO Doc Code: CRFQ  
 SO Dept: 0803

SO Doc ID: DOT2600000099

Published Date: 6/1/26

Close Date: 6/18/26

Close Time: 13:30

Status: Closed

Solicitation Description: WVDOT Networking Equipment PO# 81260141

Total of Header Attachments: 7

Total of All Attachments: 7



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1981736  
**Solicitation Description:** WVDOT Networking Equipment PO# 81260141  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-06-18 13:30	SR 0803 ESR06182600000008790	1

**VENDOR**  
 VS0000015925  
 Software Information Resource Corp

**Solicitation Number:** CRFQ 0803 DOT2600000099  
**Total Bid:** 366519.2999999999883584678173 **Response Date:** 2026-06-18 **Response Time:** 12:47:40  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	extreme network 5320-48p-8xe universal switch or equal	40.00000	EA	5453.290000	218131.60

Comm Code	Manufacturer	Specification	Model #
43222609			

**Commodity Line Comments:**

**Extended Description:**

extreme network 5320-48p-8xe universal switch or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	extreme network 5320-24p-8xe universal switch or equal	10.00000	EA	3453.140000	34531.40

Comm Code	Manufacturer	Specification	Model #
43222609			

**Commodity Line Comments:**

**Extended Description:**

extreme network 5320-24p-8xe universal switch or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	extreme network 5320-16p-4xe universal switch or equal	30.00000	EA	2684.410000	80532.30

Comm Code	Manufacturer	Specification	Model #
43222609			

**Commodity Line Comments:**

**Extended Description:**

extreme network 5320-16p-4xe universal switch or equal



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Extreme Network Platform License	80.00000	EA	416.550000	33324.00

Comm Code	Manufacturer	Specification	Model #
43231512			

**Commodity Line Comments:**

**Extended Description:**

Extreme Network Platform One Standard Networking AP Management License Part# (EP1-STD-TA-S-C-EW-3YR, or equal)

  <p>730 24th ST NW, STE 3, Washington DC 20037-2500</p> <p style="color: red;"><b>SIRC is a Women Owned Small Business</b></p> <p style="text-align: center;"><b>Price Quotation</b> <b>Non-Cancellable / Non-Refundable</b></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Date:</td><td>06/18/2026</td></tr> <tr><td>Quote No:</td><td>D26-K3454</td></tr> <tr><td>Quote Expires:</td><td>07/02/2026</td></tr> <tr><td>Shipping Point:</td><td>FOB DEST</td></tr> <tr><td>Terms:</td><td>Net 30</td></tr> <tr><td>Shipping Method:</td><td>Ground</td></tr> <tr><td>Pricing:</td><td>OPEN MARKET</td></tr> <tr><td>Lead Time:</td><td>1-2 weeks ARO</td></tr> <tr><td>Payment Method:</td><td>EFT</td></tr> <tr><td style="color: red;">Discount Terms:</td><td style="color: red;">NONE</td></tr> <tr><td>RFQ Number:</td><td>CRFQ-0803-DOT2600000099-1</td></tr> </table>	Date:	06/18/2026	Quote No:	D26-K3454	Quote Expires:	07/02/2026	Shipping Point:	FOB DEST	Terms:	Net 30	Shipping Method:	Ground	Pricing:	OPEN MARKET	Lead Time:	1-2 weeks ARO	Payment Method:	EFT	Discount Terms:	NONE	RFQ Number:	CRFQ-0803-DOT2600000099-1
Date:	06/18/2026																						
Quote No:	D26-K3454																						
Quote Expires:	07/02/2026																						
Shipping Point:	FOB DEST																						
Terms:	Net 30																						
Shipping Method:	Ground																						
Pricing:	OPEN MARKET																						
Lead Time:	1-2 weeks ARO																						
Payment Method:	EFT																						
Discount Terms:	NONE																						
RFQ Number:	CRFQ-0803-DOT2600000099-1																						

SIRC POC	POC Email	POC TEL	Cage Code	FEIN	DUNS	UEI	URL
Kat Simpao	<a href="mailto:kat.simpao@sirc.net">kat.simpao@sirc.net</a>	202-536-2800	1PQ53	54-1727076	93-826-5865	EJMMJHYDFH6	<a href="http://www.sirc.net">www.sirc.net</a>

Customer Name	Ship To Customer
WV-OFFICE OF TECHNOLOGY ATTN: John W Estep 2019 Washington Street, East Charleston WV 25305-0130 US Email: <a href="mailto:john.w.estep@wv.gov">john.w.estep@wv.gov</a> Tel: 304-558-2566	WV-OFFICE OF TECHNOLOGY ATTN: John W Estep 1900 Kanawha Blvd, Room A-720 Charleston WV 25305 US Email: <a href="mailto:john.w.estep@wv.gov">john.w.estep@wv.gov</a> Tel: 304-558-2566

#	Item	Item Desc	OM	GSA	Qty	U/M	Cost USD	Total USD
1	5320-48P-8XE	5320 48port PoE+ Switch Type:HW/SW (TAA)	OM		40.00	EA	\$5,453.29	\$218,131.60
2	5320-24P-8XE	5320 24port PoE+ Switch Type:HW/SW (TAA)	OM		10.00	EA	\$3,453.14	\$34,531.40
3	5320-16P-4XE	5320 16port PoE+ Switch Type:HW/SW (TAA)	OM		30.00	EA	\$2,684.41	\$80,532.30
4	EP1-STD-TA-S-C-EW-3YR	EP1 Standard EW Support Tier A 3YR Type:Service (TAA)	OM		80.00	EA	\$416.55	\$33,324.00
<b>GRAND-TOTAL</b>			<b>Grand Total:</b>					<b>\$366,519.30</b>

\*\*\* For better order processing, please reference D26-K3454 when issuing an Order to SIRC \*\*\*  
 \*\*\* We cannot use your shipment account. Third-party shipment account will not be allowed \*\*\*  
 If it is requested that payment be made with a credit card, then the above pricing is subject to change and a processing fee will be added. Payment via Purchase Order and WAWF will incur no additional fee.  
 Due to ongoing supply chain volatility and OEM-driven constraints, all delivery timelines including standard and backordered items are subject to confirmation at the time of order. Lead times may change without prior notice and should be considered TBD (To Be Determined) until formally validated by the manufacturer. Partial shipments may occur based on availability.  
**\*\* NOTE \*\***  
 No discounts will be provided for early payments.  
 SIRC does not have an active Facility Clearance

Please note, any software provided in this quote is identified as Commercial Computer Software.

The pricing and discounts being provided in this quote is based off of a complete bill of materials. Any changes to the configuration may cause an overall adjustment to the discount structure. Please contact your sales rep listed on the quote if any configuration changes are needed.

All items are subject to availability. We will make our best efforts to inform you as soon as possible if the goods you have ordered are not available or if shipment may be delayed.

SIRC cannot honor the pricing if quoted item becomes End of Life (EOL)

SIRC CONFIDENTIAL. SIRC is a SBA certified Women-Owned Small Business (WOSB). This is Confidential Pricing.

All maintenance and support services on this quote are quoted as prepaid annual maintenance unless otherwise explicitly specified.

Manufacturer Terms and conditions apply except where specifically contradicted by the FAR Clauses.

If you are a commercial entity, applicable sales tax will be added to the Invoice, unless you provide a Sales Tax Exemption Certificate.

Tariff may be added depending on the policies issued by Federal Government. Please reach out to SIRC before awarding to verify the Tariff cost

Note: Made in Taiwan.

Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

This quotation, and any order placed in reference to this quotation, is governed by Extreme Networks Terms of Sale and Terms of Support **attached via separate documents**, and all other applicable agreements that can be found at

<https://www.extremenetworks.com/about-extreme-networks/company/legal/>

## Extreme Networks, Inc. Terms of Sale

THESE TERMS OF SALE (the “AGREEMENT”) SHALL APPLY TO YOUR PURCHASE OF EXTREME PRODUCTS DIRECTLY FROM EXTREME. HOWEVER, IN THE EVENT YOU HAVE AN EXISTING SET OF TERMS AND CONDITIONS IN PLACE WITH EXTREME THAT IS APPLICABLE TO YOUR PURCHASE (an “EXISTING AGREEMENT”), THEN SUCH EXISTING AGREEMENT WILL BE THE SOLE SET OF TERMS APPLICABLE TO SUCH PURCHASE. IN THE ABSENCE OF AN EXISTING AGREEMENT, YOUR PURCHASE SHALL BE GOVERNED BY THIS AGREEMENT. YOUR ISSUANCE OF A PURCHASE ORDER TO EXTREME INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. EXTREME HEREBY EXPRESSLY REJECTS ANY AND ALL ADDITIONAL OR DIFFERENT TERMS THAT MAY ACCOMPANY YOUR PURCHASE ORDER.

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1 “Customer” (or “You” or “Your”) means a purchaser of the Products who acquires such Products for ordinary business usage or for resale to an End User of the Products and/or Services.

1.2 “Customer Documentation” means Product documentation, Product specifications and other related materials.

1.3 “Customer Personal Data” means all personal data (as defined in the Data Protection Law) which is processed by Extreme on Your behalf, or on behalf of an end user, in connection with the Services.

1.3 “Data Protection Law” means all applicable laws relating to data protection and privacy including (without limitation) the EU Data Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and any amending or replacement legislation from time to time.

1.4 “End User” means a purchaser of the Products or Services who acquires such Products or Services for ordinary business usage and not for purposes of further distribution or resale.

1.5 “Extreme” shall mean the Extreme entity accepting a purchase order from Customer, which may be Extreme Networks, Inc., or an affiliate, including but not limited to Extreme Networks Ireland Ops Unlimited Company, authorized to accept such purchase order hereunder as further defined in Customer’s applicable order documentation.

1.6 “Intellectual Property Rights” means any and all current and future (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-work rights; (ii) patent rights, rights of priority, and design rights; (iii) trade secret rights; (iv) trademark rights (including service mark rights) and trade dress rights; (v) all other intellectual and industrial property rights of every kind and nature which may exist anywhere in the world, whether registered or unregistered; and (vi) any and all applications and registrations, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, reissues or reexaminations of any of the foregoing.

1.7 “Price List” means Extreme’s suggested retail price list applicable to the delivery location in effect at the time of order acceptance by Extreme, which price list is subject to revision from time to time in Extreme’s sole discretion.

1.8 “Products” mean Extreme commercial networking products as identified in the Price List, including (i) hardware products with embedded Software, (ii) Software Products in object code form, (iii) End User Documentation, and (iv) other materials related to the foregoing, if any, supplied to You in a commercial package.

1.9 “Services” mean the maintenance and support services provided by Extreme under the

ExtremeWorks Support Program (or similar support arrangement), the Premier Services Program (PSP) Foundation Services, and ExtremeManaged Services, or any other end user services provided by Extreme. Such Services are provided by Extreme subject to the Terms of Support posted at [www.extremenetworks.com](http://www.extremenetworks.com).

1.10 “Software” or “Software Products” mean Extreme software products in object code form which are either sold separately or embedded into Extreme hardware products. Software Products are licensed to You under the then-current software license terms, posted at [www.extremenetworks.com](http://www.extremenetworks.com), for the Software Product in effect at the time of order acknowledgement by Extreme.

1.11 “Trademarks” mean “Extreme Networks” and the applicable Product trademarks as listed in Extreme’s usage guidelines, subject to revision from time to time in Extreme’s sole discretion.

## 2. Ordering and Payment Terms.

2.1 The terms and conditions of this Agreement will apply to any and all purchase orders submitted by Customer to Extreme. Extreme expressly rejects any additional or different terms on Customer’s purchase orders.

2.2 Each purchase order must be acknowledged and accepted by Extreme in writing prior to Extreme incurring any obligation under such purchase order. Extreme reserves the right to reject any order.

2.3 All orders placed with Extreme will be non-cancelable, and all fees paid to Extreme shall be non-refundable.

2.4 Customer’s purchase orders to purchase Products may request quantities and delivery dates. Requested delivery dates must observe at least the lead-time for the Products. Extreme will use commercially reasonable efforts to make deliveries in a timely manner of accepted orders, but Extreme will not be liable to Customer or to any other person for Extreme’s failure to fill any orders or for any delay in delivery or error in filling any orders for any reason whatsoever. If requested quantities of Products in a purchase order exceed Extreme’s available inventory, Extreme will allocate its available inventory as Extreme deems equitable.

2.5 Except as otherwise reasonably required by Extreme, Customer shall pay all invoices issued under this Agreement within thirty (30) calendar days from the date of Extreme’s invoice. Invoices for Products will be issued on or after the actual date of shipment of such Products. Payment will be made in the invoiced currency by check, irrevocable letter of credit, wire transfer or other means satisfactory to Extreme. Without liability to any person and without prejudice to any other remedy, Extreme may withhold or delay shipment of any order if You are late in any payment due to Extreme or are otherwise in breach of these terms and conditions.

## 3. Price.

3.1 The price of the Products shall be as set forth in Extreme’s Price List then in effect when Extreme accepts Customer’s order, less any applicable discount agreed to by Extreme. Extreme reserves the right to change its Price List without prior notice. Prices do not include freight, insurance, taxes, or other similar charges. Any such charges will be added to the price and separately invoiced to Customer.

3.2 The prices on the Products do not include, and Customer will pay, indemnify, and hold Extreme harmless from, any and all sales, use, excise, import or export, value added or similar tax that is not based on Extreme’s net income or any duty, fee or charge (collectively the “Taxes”) and any penalties or interest associated with any of the Taxes, imposed by any governmental authority with respect to any payment to be made by Customer to Extreme under invoices issued to Customer or any Product or Services to be delivered by Extreme to Customer. From time to time, Customer will be responsible to withhold any and all required withholding tax amounts as applicable based on its purchase from Extreme. Customer will remit to Extreme the amounts owed for the Products, as appropriate, and pay the proper taxing authority the withholding tax as required. Customer shall issue the certificate of withholding tax to Extreme as soon as practically available following payment. The certificate shall disclose the amounts paid, Taxes withheld and the same having been deposited with the tax authorities. If the certificate is not issued to Extreme within a reasonable timeframe, Customer will immediately make payment to Extreme an amount equal to the amount withheld for tax.

#### 4. Shipment & Acceptance of Products

4.1 All shipping terms described herein are per Incoterms 2010. All shipments shall be made CIP El Paso Texas, except that shipments within the United States shall be FOB Origin (Extreme's place of shipment). Customer shall identify mode of shipment and freight carrier in the purchase order for all FOB Origin shipments. Extreme will select the mode of shipment and the freight carrier for CIP El Paso shipments. Customer shall identify their freight carrier delivery address in El Paso Texas for all CIP El Paso shipments. Customer shall instruct their freight carrier to provide Extreme Networks a copy of the Export Bill of Lading and a copy of the Automated Export System data transmission as indicated in the Foreign Trade Regulations Subpart A Section 30.10 for all applicable US export shipments under the CIP El Paso Texas term.

4.2 All Products ordered by Customer will be deemed accepted by Customer upon delivery to the first carrier under all Incoterms. Risk of loss or damage, and title to Products (except with regard to title of Software) will pass to Customer upon delivery to the first carrier. Customer will pay all costs, including, without limitation, costs of transportation, insurance, export and import fees, customs brokerage expenses and similar charges in accordance with respective CIP El Paso or FOB Origin Incoterms. Customer, at its expense, may make and negotiate any claims against any carrier, insurer, customs broker, freight forwarder or customs collector under all Incoterms.

5. Services. In the event Customer's order includes Services, the provision of Services by Extreme shall be subject solely to the Terms of Support posted at [www.extremenetworks.com](http://www.extremenetworks.com) (the "Terms of Support"). Where Customer and Extreme are already parties to terms of an agreement applicable to such Services being ordered by Customer, then such existing agreement shall apply instead of the Terms of Support.

6. Restrictions on Copying and Reverse Engineering. As a material consideration for this Agreement, Customer expressly agrees not to translate, disassemble, reverse compile or reverse engineer the Products, including the Software Products, in whole or in part, except to the extent such prohibition is restricted by applicable law. Customer will not copy, modify, create derivative works, rent, lease, loan or use for timesharing or service bureau purposes any Products, including Software Products, in whole or in part without the prior written approval of Extreme, which approval may be withheld in Extreme's sole discretion.

7. No Removal of Markings. Customer agrees to comply with all legends that appear on or in the Products and not to remove or destroy any patent, copyright, logo, trademark, trade name, proprietary marking, or confidentiality legend placed upon or contained within Products, containers or End User Documentation supplied by Extreme.

#### 8. Ownership of Intellectual Property Rights; License; Non-Disclosure.

8.1 Intellectual Property Rights. Customer acknowledges that the Products are proprietary to Extreme and its suppliers, and that Extreme and its suppliers retain exclusive ownership of all Intellectual Property Rights in and to the Products, including in and to any Software Products and Trademarks. You and Customer will take all reasonable measures to protect Extreme's Intellectual Property Rights in any Product. Except as expressly provided herein, Customer is not granted any right to any Intellectual Property Rights with respect to any Product.

8.2 License. Software is licensed to End User subject to the terms and conditions of the then-current Extreme End User License Agreement ("EULA") for such Software in effect at the time the Software is provided. Extreme's EULA can be found at [www.extremenetworks.com](http://www.extremenetworks.com). In the case of third-party software, the third-party software is licensed by the third party to Customer subject to any applicable terms and conditions. Customer agrees that Customer will not attempt, and will use Customer's best efforts to prevent Customer's employees and contractors from attempting, to reverse engineer, disassemble, modify, translate, create derivative works, rent, lease, loan, distribute or sublicense the Products, in whole or in part. Title to and ownership of the Software and Documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of Extreme or Extreme's licensors.

8.3 Non-Disclosure. Customer may be exposed to certain confidential information of Extreme including, but not limited to, information concerning the business, technology, and customers of Extreme, which Customer knows, or should reasonably know, is Extreme's confidential and proprietary information (herein "Confidential Information"). Customer agrees that while this Agreement is in effect and for a period of three (3) years thereafter, Customer will not: (i) use the Confidential Information for any purpose other than to perform under this Agreement; or (ii) disclose to any third party any Confidential Information without the prior written consent of Extreme. Customer may disclose Confidential Information only to its employees or contractors on a need to know basis and as is reasonably necessary to allow the party to perform under this Agreement; provided that each such employee or contractor is under a written obligation of nondisclosure which protects the Confidential Information under terms at least as stringent as these terms. This Section will not apply to Confidential Information after such information is made public by Extreme. If any Confidential Information is required to be disclosed by Customer as a matter of law or by order of a court or other legal process, Customer will promptly notify Extreme of such obligation to disclose and reasonably assist Extreme in obtaining a protective order or otherwise limiting such disclosure.

9. Limitation of Liability & Consequential Damages Waiver.

9.1 NO CONSEQUENTIAL DAMAGES. EXCEPT IN CASE OF BODILY INJURY OR DEATH WHERE, AND THEN ONLY TO THE EXTENT THAT, APPLICABLE LAW REQUIRES SUCH LIABILITY, UNDER NO CIRCUMSTANCES WILL EXTREME BE LIABLE FOR (I) ANY LOST PROFITS (EVEN IF THEY ARISE AS A DIRECT OR IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES), OR (ii) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS, LOST REVENUE OR LOST SAVINGS, LOSS OF USE, LOSS OR DAMAGE TO DATA OR GOODS OR INTERRUPTION OF BUSINESS, IN EACH CASE HOWSOEVER CAUSED, AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED HEREIN. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 LIMITATION ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT IN CASE OF BODILY INJURY OR DEATH WHERE, AND THEN ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, EXTREME'S AGGREGATE LIABILITY FROM OR IN RELATION TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY COMPANY TO EXTREME FOR THE PRODUCT GIVING RISE TO THE CLAIM. THIS LIMITATION SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

10. Privacy and Cookies Policies. You understand and agree that Extreme may collect, store, use, and disclose the information we obtain relating to Customer, including Your IP address, name, mailing address and email address. Customer's use of such information is pursuant to Extreme's Privacy and Cookies Policies, published at <https://www.extremenetworks.com/company/legal/privacy/>. Please review the link to learn how information Extreme collects is handled.

11. Miscellaneous.

11.1 Marketing Materials. Customer agrees Extreme has the express right to use Customer's company logo and name in sales and marketing materials such as press releases, social media, case study briefs/project summaries, Extreme's website or brochures and other communications solely to identify Customer as an Extreme customer. Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings or specifications without the prior written permission of the other party.

11.2 Notices. Any notices permitted or required under this Agreement will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Notices to Extreme shall be sent to: Extreme Networks, Inc., 6480 Via del Oro, San Jose, California 95119,

Attention: Legal Department, with a copy sent via email to [contractsadmin@extremenetworks.com](mailto:contractsadmin@extremenetworks.com). Notices to Customer will be sent to the address provided at time of order placement. Either party may change its address by giving written notice of such change in the manner provided.

11.3 Assignment. This Agreement may not be assigned by Customer by operation of law or otherwise without the prior written approval of Extreme. Extreme's rights and obligations, in whole or in part, under this Agreement may be assigned or delegated by Extreme to any affiliated company or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of Extreme's assets. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

11.4 Waiver; Severability. The waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

11.5 Injunctive Relief. It is expressly agreed that a violation of certain sections of this Agreement could cause irreparable harm to Extreme and that a remedy at law could be inadequate. Therefore, in addition to any and all remedies available at law, Extreme will be entitled to seek injunctive relief or other equitable remedies in the event of any threatened or actual violation of any or all of the provisions hereof.

11.6 Controlling Law; Venue. This Agreement shall be governed in all respects exclusively by the laws of the State of California and the United States of America without regard to conflicts of law principles. The United Nations Convention on the International Sale of Goods is hereby expressly excluded from application to this Agreement. All disputes arising under this Agreement shall be brought in Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose, as permitted by law, and Customer consents to personal jurisdiction in such courts.

11.7 Timing of Disputes. All disagreements or controversies of any kind whether claimed in tort, contractor otherwise concerning this Agreement shall be brought within one (1) year after the occurrence of the event giving rise to the disagreement or controversy.

11.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

11.9 Export Control and Economic Sanctions. Customer acknowledges that it must comply with all economic sanctions and applicable laws and regulations of the United States that may restrict the export, re-export, or transshipment of certain commodities and technical information, including the Products, the Services and technical information relating thereto, in any medium. Customer will obtain and maintain all approvals and licenses, including export licenses, permits and authorizations, from the appropriate governmental authorities as may be required to enable Customer to fulfill its obligations under this Agreement and shall comply with all applicable laws, rules, policies and procedures of the United States government. Customer acknowledges that, unless prior written authorization is obtained from the relevant authorities in the United States, it will not export, re-export, or transship, directly or indirectly, any Products, Services or technical information relating thereto, in any medium, that would be in contravention to any applicable laws and regulations of the United States then in effect. Customer will not export, reexport, or otherwise bring Products or Services into any of the following countries or regions: Russia, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Luhansk People's Republic or the so-called Donetsk People's Republic. Customer shall indemnify and hold harmless Extreme for any violation or alleged violation by Customer of such laws or regulations. Customer's obligations pursuant to this Section shall survive and continue after any termination of rights under this Agreement.

11.10 Force Majeure. Neither party will have the right to claim damages if this Agreement is breached or terminated as a result of the other party's failure or delay in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under this Agreement), including, but not

limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, pandemic, natural disasters, governmental action or terrorism.

11.11 **Survival of Terms.** The following Sections will survive any expiration or termination of this Agreement for whatever reason: sections 6 (“Restrictions on Copying and Reverse Engineering”), 7 (“No Removal of Markings”), 8 (“Ownership of Intellectual Property Rights; License; Non-Disclosure”), 9 (“Limitation of Liability & Consequential Damages Waiver”), and 11.11 (“Survival of Terms”).

11.12 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and, except as otherwise stated herein, its terms supersede and govern, all prior and contemporaneous proposals, negotiations, commitments, understandings, agreements or other communications between the parties, oral or written, regarding such subject matter, including any prior click through agreements.

*-End of Agreement-*

## Terms of Support

NOTICE TO ALL USERS: PLEASE READ THESE TERMS OF SUPPORT (THE “AGREEMENT”) CAREFULLY. EXTREME RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THIS AGREEMENT AT ANY TIME WITHOUT FURTHER NOTICE BUT WILL POST THE REVISED AGREEMENT ON EXTREME’S WEBSITE. YOUR CONTINUED USE OF THE SERVICES AFTER ANY SUCH REVISIONS CONSTITUTES YOUR ACCEPTANCE OF THE NEW AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT OR ANY FUTURE REVISED AGREEMENT, DO NOT USE OR CONTINUE TO USE THE SERVICES. IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE EXTREME WEBSITE TO DETERMINE IF THERE HAVE BEEN ANY CHANGES TO THIS AGREEMENT AND TO REVIEW SUCH CHANGES.

Extreme Networks, Inc. (“Extreme”) agrees to provide the Services and related Support Plans to You pursuant to the following terms and conditions. If You do not accept these terms, do not purchase or use the Services or related Support Plans.

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1 “Authorized Resellers” means those companies (a) authorized by Extreme to resell, promote or deliver the Services to the marketplace, and (b) through which Customer has purchased the Services.

1.2 “Customer” or “You” means a purchaser of the Services who acquires such Services for ordinary business usage or for the purposes of distribution or resale to an End User.

1.3 “Customer Personal Data” means all personal data (as defined in the Data Protection Law) which is processed by Extreme on Your behalf, or on behalf of an End User, in connection with the Services.

1.4 “Data Protection Law” means all applicable laws relating to data protection and privacy including (without limitation) the EU Data Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and any amending or replacement legislation from time to time.

1.5 “Defect” means a failure of any Product to operate in accordance with Extreme’s technical specifications as set forth in the End User Documentation.

1.6 “End User” means the purchaser of the Services who acquires such Services for ordinary business usage and not for purposes of further distribution or resale.

1.7 “End User Documentation” means Product documentation, Product specifications and other related materials.

1.8 “Extreme” shall mean the Extreme entity accepting a purchase order from Customer, which may be Extreme Networks, Inc., or an affiliate, including but not limited to Extreme Networks Ireland Ops Limited, authorized to accept such purchase order hereunder as further defined in Customer’s applicable order documentation.

1.9 “Intellectual Property Rights” means any and all current and future (i) rights associated with works of authorship; including but not limited to copyrights, moral rights, and mask-work rights; (ii) patent rights, rights of priority, and design rights; (iii) trade secret rights, (iv) trademark rights (including service mark rights) and trade dress rights; (v) all other intellectual and industrial property rights of every kind and nature which may exist anywhere in the world, whether registered or unregistered; and (vi) any and all applications and registrations, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, reissues or reexaminations of any of the foregoing.

1.10 “Price List” means Extreme’s suggested retail price list applicable to the delivery location in effect



at the time of order acceptance by Extreme, which price list is subject to revision from time to time in Extreme's sole discretion.

1.11 "Products" mean Extreme commercial networking products as identified in the Price List, including (i) hardware products with embedded Software, (ii) Software Products in object code form, (iii) End User Documentation, and (iv) other materials related to the foregoing, if any, supplied to You in a commercial package.

1.12 "Releases" mean Updates and Upgrades, collectively. No Alpha or Beta or non-production versions shall be considered Releases.

1.13 "Services Environment" refers to the combination of hardware and software components owned, licensed or managed by Extreme to which Extreme may establish a data communication link between You and Extreme, and from which Extreme may access Your Products, as part of, and in order to provide the Services You have ordered. You may be required to provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.

1.14 "Service Specification" means the Extreme document that sets forth the description of the Extreme service or solution-offering that You are purchasing.

1.15 "Services" mean the services provided by Extreme under the ExtremeWorks Support Program (or similar support arrangement), the Premier Services Program (PSP) Foundation Services, and Extreme Managed Services, as described at <http://www.extremenetworks.com/support/maintenance-services>, or any other end user services provided by Extreme under this Agreement in accordance with the applicable program guide, and as further described in the Service Specification.

1.16 "Software" or "Software Products" mean Extreme software products in object code form which are either sold separately or embedded into Extreme hardware products. Software Products are licensed to You under the then-current software license terms for the Software Product in effect at the time of order acknowledgement by Extreme.

1.17 "Trademarks" mean "Extreme Networks" and the applicable Product trademarks as listed in Extreme's usage guidelines, subject to revision from time to time in Extreme's sole discretion.

1.18 "Update" means a new version of a Software Product that includes defect corrections, bug fixes and/or minor enhancements that operate within the framework of the specifications for the current Upgrade of the Software Product, but does not include substantive features or functions not performed by the prior Release of the Software Product.

1.19 "Upgrade" means a new version of a Software Product that includes substantive features or functions not performed by the prior Release of the Software Product.

1.20 "Your Content" means all text, files, images, graphics, illustrations, information, data (including Customer Personal Data as defined in this Agreement), audio, video, photographs and other content and material, in any format, provided by You or on behalf of any End User that reside in, or run on or through, the Service.

2. Services. The scope of the Services provided to Customer hereunder is based on the support plan purchased by Customer for each unit of the Product purchased. Service Descriptions of the available Extreme support plans, including Extreme's obligations and End User entitlements, are set forth at <http://www.extremenetworks.com/support/maintenance-services> (together, the "Support Plans"). Certain on-site Services may not be available in some geographic regions or may require a "phase-in" period before they can be made available to Customer. Extreme shall have the right to use subcontractors to perform all or part of the Service(s), as it deems appropriate. To be eligible for the PSP Foundation Service, Customer must have Extreme equipment with current maintenance support entitlements. Future Services are deemed added to this Agreement at such time as they are added to the Price List, unless otherwise specified by Extreme in writing. Extreme has the right to discontinue the distribution or availability of any Service at any time upon sixty (60) days' prior notice to Customer by email, notification on Extreme's website, or any other

method permitted under this Agreement. In accordance with the Support Plan purchased for the applicable Product, the Services may include the following:

2.1 Releases. Extreme or its authorized representatives will make available to Customer all Releases made generally available by Extreme only for Products for which Customer has an active contract for Services. The content of all Releases shall be decided upon by Extreme in its sole discretion. Updates for Products for which Customer has an active contract for Services shall be provided to Customer at no additional charge during the term of this Agreement. Extreme shall impose additional charges for Upgrades. Customer shall install only one (1) copy of a Release for each Product under an active contract for Services, and Customer is prohibited from installing Releases on any Product which is not covered under an active contract for Services.

2.2 Corrections. Extreme shall use commercially reasonable efforts to provide a correction or workaround for any reported and reproducible Defect in any Product for which Services have been purchased with a level of effort commensurate with the severity level; provided that Extreme shall have no obligation to correct all Defects in the Products. Customer shall notify Extreme TAC of the nature and severity of such Defect and the specific serial number of the applicable Product, and provide Extreme with enough information to locate and reproduce the Defect. Extreme shall not be responsible for correcting any Defect not attributable to Products or any Defect listed under Section 3 (“Exclusions”).

3. Exclusions. The Services provided by Extreme hereunder will not include support and maintenance of any third-party software or hardware not provided by Extreme. Extreme is not required to provide any services for problems arising out of: (i) Customer’s failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas, GBICs and miniGBICs. Extreme shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at Extreme’s then-current rates for special technical services and on Extreme’s then-current terms and conditions for such services, subject to acceptance by Extreme at its sole discretion.

#### 4. Customer Obligations.

4.1 Customer Assistance. Customer agrees to provide Extreme with reasonable access to the Products for which problems are reported and all back-ups and Customer information services, technical personnel, facilities, and premises as required in connection with the performance of the Services. To efficiently resolve problems and perform local hardware diagnostics, Customer shall provide modem level access for all Customer sites. Customer may provide passwords and/or activate the modem when needed. Customer shall be responsible for any and all cables, hardware or software not provided by Extreme. Customer’s failure to provide such access or information may delay the Services and/or result in Extreme’s inability to perform the Services; in such cases, Extreme shall not be liable for any consequences relating to or resulting from such delay or failure to perform.

4.2 Contact People. Customer shall appoint at least two (2) individuals who have been trained and are knowledgeable on Extreme products within Customer’s organization to serve as the primary contacts between Customer and Extreme and to receive support as provided herein. Customer shall provide and shall update as appropriate contact information for the primary contacts, including address, phone number and email address. All of Customer’s support inquiries shall be initiated through these primary contacts.

4.3 Restrictions on Copying and Reverse Engineering. As a material consideration for this Agreement, Customer expressly agrees not to translate, disassemble, reverse compile or reverse engineer the Products, including the Software Products, in whole or in part, except to the extent such prohibition is restricted by applicable law. Customer will not copy, modify, create derivative works, rent, lease, loan or use for timesharing or service bureau purposes any Products, including Software Products, in whole or in

part without the prior written approval of Extreme, which approval may be withheld in Extreme's sole discretion.

4.4 No Removal of Markings. Customer agrees to comply with all legends that appear on or in the Products and not to remove or destroy any patent, copyright, logo, trademark, trade name, proprietary marking, or confidentiality legend placed upon or contained within Products, containers or End User Documentation supplied by Extreme.

## 5. Ordering and Payment Terms.

### 5.1 Orders.

5.1.1 The terms and conditions of this Agreement will apply to any and all purchase orders for Services submitted by Customer and will supersede any different or additional terms on Customer's purchase orders.

5.1.2 Each purchase order must be acknowledged and accepted by Extreme in writing prior to Extreme incurring any obligation under such purchase order. Extreme reserves the right to reject any order.

5.1.3 In countries where Services are available from Extreme, Customer may purchase a Support Plan set forth on Extreme's then-current Price List by submitting an order for such Support Plan either at the time of the purchase of the Product to which it relates or at any time thereafter, subject to Section 5.2 ("Reinstatement and Inspection"), Section 6 ("Support for End of Life") and Extreme's acceptance of such order at its sole discretion. Customer shall be responsible for any other travel and living expenses incurred in connection with the Services or on-site Service calls that are not expressly included in Customer's applicable Support Plan.

5.1.4 Each order of one Support Plan is only valid for a single unit or units of the Product for which Service is purchased and paid for. All orders for Services must include the location where the Services will be provided, the Support Plan being purchased and the model number and serial number of the Product to be supported or such information must be provided to Extreme in writing promptly following the purchase of the Services. Extreme will not be obligated to provide Services for a Product unless Extreme has received such information.

5.1.5 All orders for Services placed with Extreme will be non-cancelable, and all support fees and training fees, if applicable, paid to Extreme shall be non-refundable.

5.1.6 Fees and rates in the Price List do not include, and Customer is responsible for, all sales, use, value-added and other taxes, and all customs, duties and tariffs, or export fees now or hereafter claimed or imposed by any governmental authority upon payments to Extreme under this Agreement. For Services purchased directly from Extreme, payment on each invoice is due within thirty (30) days of date of such invoice. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the online ordering portal or the Extreme quote or invoice. Customer is responsible for providing complete and accurate billing and contact information to Extreme and notifying Extreme of any changes to such information.

5.2 Reinstatement and Inspection. If Services are not ordered concurrently with any Product orders or are not promptly renewed each year, Extreme may, at its option, commence such Services upon payment of the applicable support fee and a reinstatement fee. If a Product is purchased in used condition, Extreme may, at its option, inspect the Product and commence Services for such Product upon payment of the applicable support fee, a reinstatement fee and Extreme's inspection fee.

5.3 Purchases from Extreme. [If Customer is purchasing the Services directly from Extreme, the terms of an applicable service agreement between You and Extreme shall apply to such purchase. In the absence of such applicable agreement, your purchase shall be governed by this Agreement.](#)

5.4. Purchases from Authorized Reseller. If Customer is purchasing the Services from an Authorized

Reseller, notwithstanding the above, the pricing and payment terms set forth in Customer's agreement with the Authorized Reseller shall govern; provided, however, in the event the Customer's Authorized Reseller defaults on its payment obligations to Extreme for the Services, then You or Customer's Use of the Services may be suspended without notice, until such time as the Authorized Reseller cures the breach, or the Customer elects to contract for Services directly with Extreme. All other terms of this Agreement shall remain in full force and effect, and any other conflicting, additional or different terms set forth in an agreement between the Customer and an Authorized Reseller are superseded by this Agreement and shall be entirely unenforceable against Extreme.

5.5. Suspension of Service. If any charge owed by Customer under this Agreement for Service is overdue and not the subject of a good faith dispute, Extreme may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full.

6. Support for End of Life.

6.1 Product End of Life. In the event Extreme discontinues or otherwise ceases to make available to its customers a particular Product model number, Extreme will continue to offer Services for such Product in accordance with its then-current End of Life Policy available at <https://www.extremenetworks.com/support/end-of-sale-and-end-of-support-products/>. The Services shall remain in effect with respect to other Products, if any, then covered.

6.2 Support Plan End of Life. Extreme reserves the right to discontinue any Support Plan in its sole discretion upon sixty (60) days' notice, by email, notification on Extreme's website, or any other method permitted under this Agreement, to Customer; however, Extreme will continue to provide services under such discontinued Support Plan through the end of any prepaid support period so long as You and/or the Customer is not in breach of any of its obligations under this Agreement.

7. Records and Audit. Customer agrees to maintain complete, clear and accurate records relating to its activities under this Agreement, including, without limitation, its inventory and sales of each Product and Service (including reseller and end user information) (the "Records"), and retain such Records for such time period as may be required by law and commercially reasonable prudent practices, but not less than two (2) years. Such Records will be maintained in accordance with standard business practices and Generally Accepted Accounting Principles. Customer will permit Extreme, or persons designated by Extreme, at Extreme's cost, to audit the Records to ensure compliance by Customer with its obligations to Extreme. Any such audit shall be conducted during regular business hours and in such a manner as to not unduly interfere with normal business activities of Customer. If the audit reveals an underpayment of amounts owed to Extreme, Customer will promptly pay any such shortfall, and if such underpayment is more than 5% for the audited period, Customer will further pay, or reimburse Extreme for, the cost of the audit, including professional fees.

8. Return Process. If Customer is returning a Product to Extreme, Customer must first obtain a Return Material Authorization ("RMA") number from Extreme. Customer must return the entire contents of the defective Product and dated End User proof of purchase for the defective Product, if requested by Extreme, marked with the RMA number, to a receiving point designated by Extreme. Shipping cartons that are not marked with RMA numbers will be rejected by Extreme and returned to Customer via collect freight. Extreme will pay the transportation charges (excluding taxes, duties and customs) in accordance with the Support Plan purchased for such Product. Notwithstanding the foregoing, Customer retains sole responsibility for risk of loss or damage to Products during shipment to and from Extreme. Products returned to Extreme may be repaired or replaced by Extreme at Extreme's sole discretion. Replacement Products may be new or refurbished Products. In the event that Extreme evaluates and determines there is "no trouble found" in greater than twenty-five percent (25%) of the Products or parts returned in a ninety (90) day period, Extreme reserves the right to charge Customer a service charge of twenty percent (20%) of the List Price per unit. Ownership of Intellectual Property Rights; License; Non-Disclosure.

9. Ownership of Intellectual Property Rights; License; Non-Disclosure.

9.1 Intellectual Property Rights. Customer acknowledges that the Products are proprietary to Extreme

and its suppliers, and that Extreme and its suppliers retain exclusive ownership of all Intellectual Property Rights in and to the Products, including in and to any Software Products and Trademarks. You and Customer will take all reasonable measures to protect Extreme's Intellectual Property Rights in any Product. Except as expressly provided herein, Customer is not granted any right to any Intellectual Property Rights with respect to any Product.

9.2 License. All Releases provided under the Services are licensed subject to the terms and conditions of the then-current Software license agreement for such Software Product in effect at the time the Release is provided.

9.3 Non-Disclosure. You and/or the Customer may be exposed to certain confidential information of Extreme including but not limited to information concerning the business, technology, and customers of Extreme, which You know or should know is Extreme's confidential and proprietary information (herein "Confidential Information"). You agree that while this Agreement is in effect and for a period of three (3) years thereafter, You/it will not: (i) use the Confidential Information for any purpose other than to perform under this Agreement; or (ii) disclose to any third party any Confidential Information without the prior written consent of Extreme. Customer may disclose Confidential Information only to its employees or contractors on a need to know basis and as is reasonably necessary to allow the party to perform under this Agreement; provided that each such employee or contractor is under a written obligation of nondisclosure which protects the Confidential Information under terms at least as stringent as these terms. This Section will not apply to Confidential Information after such information is made public by Extreme. If any Confidential Information is required to be disclosed by Customer as a matter of law or by order of a court or other legal process, Customer will promptly notify Extreme of such obligation to disclose and reasonably assist Extreme in obtaining a protective order or otherwise limiting such disclosure.

10. Warranty. All Updates provided hereunder are warranted for the remaining warranty period of the original Software Product, if any, as specified in the warranty card which shipped with the original Software Product. All Upgrades are warranted as set forth in the warranty card for such Upgrade. Replacement Products provided under the Services are warranted for the remaining warranty period of the original Product, if any, as specified in the warranty card which shipped with the original Product. Nothing in the Services shall be construed as expanding or adding to the warranty set forth on the warranty card. Extreme will use all reasonable commercial efforts to provide the support requested by You under this Agreement in a professional and workmanlike manner. In the event that Extreme fails to meet this warranty, Extreme may reperform the Services, but Extreme cannot guarantee that every question or problem raised by You or the Customer will be resolved. EXTREME WARRANTS THE SERVICES ONLY TO YOU PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. EXCEPT AS SET FORTH ABOVE, EXTREME MAKES, AND YOU RECEIVE, NO OTHER WARRANTIES OF ANY KIND. EXTREME EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER EXPRESS, IMPLIED (in fact or by operation of law), STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, TERM OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, ABSENCE OF HIDDEN DEFECTS, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY, TERM OR CONDITION THAT MAY ARISE BY REASON OF USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE.

## 11. Term and Termination.

11.1 Services Term. The Services start date shall be determined as follows: (a) for the initial purchase of Service, the Service start date shall be the original shipment date of the covered Product from Extreme, and (b) for Service renewals, the Service start date shall be the date on which the prior Service period ended. Customer shall be responsible for the Service Fees from such Service start date. The Service end date will be 12 months from the Service start date, unless otherwise specified in writing by Extreme. Unless Customer or Extreme provides notice at least sixty (60) days prior to the end of the Support Plan term of its intent not to renew the Support Plan, the Support Plan term will automatically renew for one (1) year subject to payment being received by Extreme for such Support Plan. If Customer fails to pay the annual Support Plan fees in accordance with Extreme's invoice, the applicable ExtremeWorks Support Plan will automatically terminate without notice.

11.2 Agreement Term. This Agreement shall begin on the Effective Date and shall remain in effect unless terminated, as provided herein..

11.3 Termination. This Agreement shall be terminated immediately upon the expiration of all prepaid support periods for the Support Plans purchased by You. This Agreement may also be terminated by Extreme (i) for its convenience, upon sixty (60) days' prior written notice to the Customer; provided, however, that Extreme will continue to provide Services during any prepaid support period so long as this Agreement was not terminated for Your or Customer's breach, (ii) immediately upon written notice to Customer, if Customer breaches or violates any provision of Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), and 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure"); (iii) immediately upon written notice to Customer, if Customer fails to perform or otherwise defaults in any of its obligations (other than those covered by Section 11.3(ii) above) under this Agreement and fails to cure such failure or default within thirty (30) days after written notice thereof, or (iv) , immediately upon written notice to the Customer, if the Customer is insolvent or makes any arrangement with its creditors generally, or has a receiver appointed for all or a substantial part of its business or properties, or an insolvency, bankruptcy or similar proceeding is brought by or against Customer and involving Customer as debtor, and if brought against Customer is not dismissed within sixty (60) days from its institution, or if Customer goes into liquidation or otherwise ceases to function as a going concern.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement for whatever reason, You shall no longer be entitled to receive Services from Extreme pursuant to this Agreement, all support fees and training fees paid prior to the effective date of termination shall be non- refundable, and Extreme will no longer have any obligation to provide Services to You for the Products pursuant to this Agreement. In addition, Extreme will be entitled to reject all or part of any orders received from Customer after notice but prior to the effective date of termination. By thirty (30) days from the effective date of termination, Customer will return or destroy all copies of the Confidential Information. At the request of Extreme, the president or the equivalent officer of Customer will certify in writing that Customer has complied with its obligations hereunder.

11.5 Survival of Terms. The following Sections will survive any expiration or termination of this Agreement for whatever reason: Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), 6 ("Support for End of Life"), 7 ("Records and Audit"), 8 ("Return Process"), 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure"), , 11.4 ("Effect of Termination"), 11.5 ("Survival of Terms"), 12 ("No Consequential Damages"), 13 ("Limitation on Liability"), 14 ("Data Protection").

12. No Consequential Damages. Except in case of bodily injury or death where, and then only to the extent that, applicable law requires such liability, UNDER NO CIRCUMSTANCES WILL EXTREME BE LIABLE FOR (i) ANY LOST PROFITS (even if they arise as a direct or immediate consequence of the event that generated the damages), OR (ii) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS, LOST REVENUE OR LOST SAVINGS, LOSS OF USE, LOSS OR DAMAGE TO DATA OR GOODS OR INTERRUPTION OF BUSINESS, IN EACH CASE HOWEVER CAUSED, AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED HEREIN. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

13. Limitation on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT IN CASE OF BODILY INJURY OR DEATH WHERE, AND THEN ONLY TO THE EXTENT THAT, APPLICABLE LAW REQUIRES SUCH LIABILITY, EXTREME'S AGGREGATE LIABILITY FROM OR IN RELATION TO THIS AGREEMENT AND THE SERVICES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY COMPANY TO EXTREME FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE MOST RECENT FULL CALENDAR YEAR PRECEDING COMPANY'S INITIAL NOTICE OF ANY CLAIM OR POTENTIAL CLAIM HEREUNDER. THIS LIMITATION SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

14. Data Protection.

14.1 Subject to Section 14.2, in performing the Services, Extreme will comply with industry standard privacy requirements as may further be defined within the *Extreme Networks Privacy and Cookies Policy*, which is available at [www.extremenetworks.com](http://www.extremenetworks.com), and is incorporated herein by reference. *Extreme's Privacy and Cookies Policy* is subject to change at Extreme's discretion; however, Extreme policy changes will not result in a material reduction in the level of protection provided for Customer Personal Data provided during the term Your order.

14.2 This Section 14.2 shall apply where Extreme's processing of personal data in connection with this Agreement is subject to Data Protection Law. In the event of a conflict between Section 14.1 and Section 14.2, this Section 14.2 shall apply. You have appointed Extreme to process Personal Data on Your behalf as is necessary to provide the Services and in accordance with such other written instructions as You may issue from time to time. The parties' respective obligations for the processing and control of Customer Personal Data are set out in Annex 1 – Processing of Customer Personal Data, located at <http://bit.ly/2s6YBfi>, which is incorporated herein by reference.

14.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for the introduction of any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your weContent or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

14.4 You may not provide Extreme access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless explicitly agreed between the parties. If available, You may purchase Services from Extreme designed to address particular data protection requirements applicable to Your business or Your Content.

15 Miscellaneous.

15.1 **Marketing Materials.** Customer agrees Extreme has the express right to use Customer's company logo and name in sales and marketing materials such as press releases, social media, case study briefs/project summaries, Extreme's website or brochures and other communications solely to identify Customer as an Extreme customer. Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings or specifications without the prior written permission of the other party.

15.2 **Notices.** Any notices permitted or required under this Agreement will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Either party may change its address by giving written notice of such change in the manner provided. Notices to Extreme shall be sent to: Extreme Networks, Inc., 6480 Via del Oro, San Jose, California 95119, Attention: Legal Department, with a copy to [contractsadmin@extremenetworks.com](mailto:contractsadmin@extremenetworks.com).

15.3 **Assignment.** This Agreement may not be assigned by Customer by operation of law or otherwise without the prior written approval of Extreme. Extreme's rights and obligations, in whole or in part, under this Agreement may be assigned or delegated by Extreme to any affiliated company or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of Extreme's assets. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

15.4 **Waiver; Severability.** The waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

15.5 **Injunctive Relief.** It is expressly agreed that a violation of Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), or 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure") of this Agreement could cause irreparable harm to Extreme and that a remedy at law could be inadequate. Therefore, in addition to any and all remedies available at law, Extreme will be entitled to seek injunctive relief or other equitable remedies in the event of any threatened or actual violation of any or all of the provisions hereof.

15.6 **Controlling Law; Venue.** This Agreement shall be governed in all respects exclusively by the laws of the State of California and the United States of America without regard to conflicts of law principles. The United Nations Convention on the International Sale of Goods is hereby expressly excluded from application to this Agreement. All disputes arising under this Agreement shall be brought in Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose, as permitted by law, and Customer consents to personal jurisdiction in such courts.

15.7 **Timing of Disputes.** All disagreements or controversies of any kind whether claimed in tort, contract or otherwise concerning this Agreement shall be brought within one (1) year after the occurrence of the event giving rise to the disagreement or controversy.

15.8 **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

15.9 Export and Economic Sanctions: Customer acknowledges that it must comply with all applicable laws and regulations of the United States that may restrict the export, re-export, or transshipment of certain commodities and technical information, including the Products, the Services and technical information relating thereto, in any medium. Customer will obtain and maintain all approvals and licenses, including export licenses, permits and authorizations, from the appropriate governmental authorities as may be required to enable Customer to fulfill its obligations under this Agreement and shall comply with all applicable laws, regulations, rules, policies and procedures of the United States government. Customer acknowledges that, unless prior written authorization is obtained from the relevant authorities in the United States, it will not export, re-export, or transship, directly or indirectly, any Products, Services or technical information relating thereto, in any medium, that would be in contravention to any applicable laws and regulations of the United States then in effect, including but not limited to (i) into (or to a national or resident of, other than a nationally lawfully admitted for permanent residence in third countries) Belarus, Cuba, Iran, North Korea, Russia, Syria, the Crimea region of Ukraine, the so-called Luhansk People's Republic, the so-called Donetsk People's Republic, or any country or region against which the United States maintains comprehensive country-wide sanctions; (ii) any end user known, or having reason to be known, will utilize them in the design, development or production of nuclear fuel or weapons, missiles, or chemical or biological weapons; (iii) any military end use or military end user in Belarus, Burma, Cambodia, China, Russia, or Venezuela; or (iv) any restricted party identified on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or owned 50 percent or more by such a person, or identified on the U.S. Commerce Department's Denied Persons List, Entity List, Military End User List, or Unverified List. Customer shall indemnify and hold harmless Extreme for any violation or alleged violation by Customer of such laws or regulations. Customer's obligations pursuant to this Section shall survive and continue after any termination of rights under this Agreement.

15.10 Force Majeure. Neither party will have the right to claim damages if this Agreement is terminated as a result of the other party's failure or delay in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under this Agreement), including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, natural disasters, governmental action or terrorism.

15.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes, and its terms govern, all prior and all contemporaneous proposals, negotiations, commitments, understandings, agreements or other communications between the parties, oral or written, regarding such subject matter, including any prior click through agreements.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of 1 year \_\_\_\_\_ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Kat Simpao

(Address) 730 24th St NW, Suite #3, Washington DC 20037-2500

(Phone Number) / (Fax Number) 202 536 2800 / 202 478 0155

(email address) kat.simpao@sirc.net

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Software Information Resource Corporation

(Company)

(Signature of Authorized Representative)

Kat Simpao / Inside Sales Representative / 10-JUNE-2026

(Printed Name and Title of Authorized Representative) (Date)

202 536 2800 / 202 478 0155

(Phone Number) (Fax Number)

kat.simpao@sirc.net

(Email Address)



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote  
 Info Technology

**Proc Folder:** 1981736  
**Doc Description:** WVDOT Networking Equipment PO# 81260141  
**Proc Type:** Central Master Agreement

**Reason for Modification:**

Date Issued	Solicitation Closes	Solicitation No	Version
2026-06-01	2026-06-18 13:30	CRFQ 0803 DOT2600000099	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** vs0000015  
**Vendor Name :** Software Information Resource Corporation  
**Address :** 730 24th St NW, Suite #3,  
**Street :**  
**City :** Washington  
**State :** DC **Country :** USA **Zip :** 20037-2500  
**Principal Contact :** Kat Simpao | kat.simpao@sirc.net  
**Vendor Contact Phone:** 202 536 2800 **Extension:** 345

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** 54-1727076 **DATE** 10-JUNE-2026

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the open-ended purchase of Networking Equipment - Switches. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	extreme network 5320-48p-8xe universal switch or equal	40.00000	EA	\$5,453.29	\$218,131.60

Comm Code	Manufacturer	Specification	Model #
43222609			

**Extended Description:**

extreme network 5320-48p-8xe universal switch or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	extreme network 5320-24p-8xe universal switch or equal	10.00000	EA	\$3,453.14	\$34,531.40

Comm Code	Manufacturer	Specification	Model #
43222609			

**Extended Description:**

extreme network 5320-24p-8xe universal switch or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	extreme network 5320-16p-4xe universal switch or equal	30.00000	EA	\$2,684.41	\$80,532.30

Comm Code	Manufacturer	Specification	Model #
43222609			

**Extended Description:**  
extreme network 5320-16p-4xe universal switch or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Extreme Network Platform License	80.00000	EA	\$416.55	\$33,324.00

Comm Code	Manufacturer	Specification	Model #
43231512			

**Extended Description:**  
Extreme Network Platform One Standard Networking AP Management License Part# (EP1-STD-TA-S-C-EW-3YR, or equal)

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2026-06-10

	Document Phase	Document Description	Page
DOT2600000099	Final	WVDOT Networking Equipment PO# 81260141	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**EXHIBIT A - PRICING PAGE**  
**CRQM DOT26\*57**  
**LOCATION - BUILDING 5, ROOM A-720 CHARLESTON, WV 25305**

Specifications Reference	Contract Item Number	Description	Part Number or Equal	Est. Quantity	Unit Cost	Extended Price Total
3.1.1	#1	Extreme Networks 5320 Universal Switch - 48 Port or equal	5320-48P-8XE or equal	40	\$5,453.29	\$218,131.60
3.1.2	#2	Extreme Networks 5320 Universal switch - 24 Port or equal	5320-24P-8XE	10	\$3,453.14	\$34,531.40
3.1.3	#3	Extreme Networks 5320 Universal Switch - 16 Port or Equal	5320-16P-4XE	30	\$2,684.41	\$80,532.30
3.2.1	#4	Extreme Network Platform ONE Standard Networking AP Management License	EP1-STD-TA-S-C-EW-3YR, or Equal	80	\$416.55	\$33,324.00

**\$366,519.30**

The Pricing Pages contain a list of the Contract Items and quantities to be purchased.  
Unit Costs must include pricing for the specified Contract Item # and its mandatory components as detailed in Exhibit B Specifications.

**\*\*All quantities are estimated and can be more or less\*\***

*Kat Simpaio*

Vendor Signature

## REQUEST FOR QUOTATION

### WVDOT Networking Equipment Extreme Network Switches CRQM DOT260000057

---

#### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the open-ended purchase of Networking Equipment – Switches.
2. **DEFINITIONS:** *The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.*
  - 2.1 **“Contract Item”** means provided by a qualified manufacturer that is authorized to sell the equipment as more fully described by these specifications.
  - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**

**Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

#### 3.1 SWITCHES

- 3.1.1 **Contract Item #1:** Extreme Networks 5320 Universal Switch – 48 Port, Part Number 5320-48P-8XE- or equal.

Includes (1) 3 year subscription EP1-STD-TA-S-C-EW – Vendor must attach licenses to Agency Account #1049238; State of West Virginia, Office of Technology; [enetworking@wv.gov](mailto:enetworking@wv.gov).

- 3.1.2 **Contract Item #2:** Extreme Network 5320-24P-8XE- or equal.

Includes (1) 3 year subscription EP1-STD-TA-S-C-EW– Vendor must attach licenses to Agency Account #1049238; State of West Virginia, Office of Technology; [enetworking@wv.gov](mailto:enetworking@wv.gov).

## REQUEST FOR QUOTATION

### WVDOT Networking Equipment Extreme Network Switches CRQM DOT260000057

---

#### **3.1.3 Contract Item #3:** Extreme Networks 5320-16P-4XE or equal.

Includes (1) 3 year subscription EP1-STD-TA-S-C-EW – Vendor must attach licenses to Agency Account #1049238; State of West Virginia, Office of Technology; enetworking@wv.gov.

### **3.3 Alternate Bids**

**3.3.1 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. To receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.**

**The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.**

**The vendor shall provide technical specifications with bid documentation.**

## **4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by providing a total cost for the Contract Items being requested. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

## **5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

## REQUEST FOR QUOTATION

### WVDOT Networking Equipment Extreme Network Switches CRQM DOT2600000057

---

#### 6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within (30) thirty working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at 1900 Kanawha Blvd, Building 5, Room A-720, Charleston WV 25305.
- 6.2 Partial Shipment:** Partial Shipments are accepted but payment will not be made until all goods have been received.
- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be ground for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
- Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain the approval of the Purchasing Division.
- 6.4 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. The vendor shall either plan for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse the Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or *the Agency shall receive full credit or a refund for the purchase price, at the Agency's discretion.*
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 40 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the

## REQUEST FOR QUOTATION

### WVDOT Networking Equipment Extreme Network Switches CRQM DOT2600000057

---

lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 7. VENDOR DEFAULT:

7.1 The following shall be considered a **vendor default** under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 *Failure to remedy deficient performance upon request.*

7.2 The following remedies shall be available to the Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

#### 8. MISCELLANEOUS:

**8.1 No substitutions:** Vendor shall apply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being ordered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid.

REQUEST FOR QUOTATION

**WVDOT Networking Equipment Extreme Network Switches  
CRQM DOT2600000057**

---

9. **CONTRACT MANAGER:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Kat Simpao

**Telephone Number:** 202 536 2800 x 345

**Fax Number:** 202 478 0155

**Email Address:** kat.simpao@sirc.net