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Master Agreement Number SPSD26-0563LS_CNA
for
Data Communications
between
the State of Montana
and
Ciena

This Master Agreement is entered into by the State of Montana ("Lead Entity") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number SPB-RFP-2025-0563LS (the "RFP") for the purpose of providing Data Communications through the RFxPremier cooperative purchasing program:

Ciena ("Contractor")
7415 Souverain LN.
Reno, NV 89506

MASTER AGREEMENT CONTACTS

Contractor's contact for this Master Agreement is:

Jerry Lucas
Director of Sales, US West Energy and State Government Markets
jelucas@ciena.com
408.914.8626

Lead Entity's contact for this Master Agreement is:

Grace Waring
Strategic Sourcing Manager

Grace.Waring@mt.gov
406.444.2516

TERM. This Master Agreement is effective as of the date of the last signature below, whichever is later, and will terminate on 09.30.2033 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to 3 years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following attachments:

Attachment 1: Scope of Work
Attachment 2: Cost Proposal

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SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

DocuSigned by:
Stephanie McMahon
0435C36F10344EC...

Signature

Stephanie McMahon

Printed Name

Director, Business Operations

Title

10/7/2026

Date

LEAD ENTITY:

Signed by:
Molly McLoughlin
41996B494C8C46E...

Signature

Molly McLoughlin

Printed Name

Chief Procurement Officer

Title

10/7/2026

Date

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MASTER AGREEMENT

RFXPREMIER MASTER AGREEMENT TERMS AND CONDITIONS

1. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section 9 of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that itself or through Fulfillment Partners delivers Products or performs Services under the terms set forth in this Master Agreement.

1.3 **Eligible Entity** mean all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations.

1.4 **Embedded Software** *means one or more software applications which permanently reside on a computing device* owned by the Purchasing Entity, and which are not otherwise subject to a term license. The Purchasing Entity's license to use such Software applications will be subject to the terms and conditions of Contractor Supporting Materials attached to the Order and incorporated in the Order by reference.

1.5 **Fulfillment Partner** means a third-party contractor and authorized by Contractor, and approved by a Participating Entity under a Participating Addendum, or other means, who may to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Products or Services under this Master Agreement and billing Purchasing Entity for such Products or Services. Contractor may, upon written notice to the Participating Entity, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to additional terms and conditions.

1.6 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.7 **Lead Entity** means the Entity administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.8 **Master Agreement** means the underlying agreement consisting of this Attachment D and all related attachments executed by and between the Lead Entity, acting in cooperation with RFxPremier, and the Contractor, as now or hereafter amended.

1.9 **RFxPremier** is a division of the Procurement Professionals Alliance ("PPA"). RFxPremier facilitates administration of the PPA cooperative group contracting consortium for the benefit of states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. RFxPremier is identified in the Master Agreement as

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the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead Entity.

1.10 **Order** or **Purchase Order** means any purchase order, sales order,-or other document used by a Purchasing Entity to order the Products. or Services as authorized under the Master Agreement and a Participating Addendum, if applicable, and accepted or processed by the Contractor. Each Order or Purchase Order includes and incorporates by reference the Master Agreement and Participating Addendum, if applicable. An accepted Order or Purchase Order may include Supporting Materials, provided that Supporting Materials are subject to the Order of Precedence listed in Section 3.1 - Order.

1.11 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.12 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.13 **Product** or **Products and Services** means any equipment, Software (including Embedded Software and Cloud Software), service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services supplied or created by the Contractor pursuant to this Master Agreement, but exclude any Third-Party Products as defined in Section 14.3 (Third-Party Goods and Services) below.

1.14 **Published Specifications** mean the applicable user manual, acceptable use policies, privacy and product data sheets, and other corresponding documents published by Contractor that are customarily available to end users of the Product(s).

1.15 **Purchasing Entity** means a Participating Entity that 1) issues a Purchase Order against the Master Agreement or 2) executes a Participating Addendum and becomes financially committed to the purchase.

1.16 **Supporting Materials** means materials and documents which the parties identify as incorporated in an Order or Purchase Order either by attachment or reference. Supporting Materials may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, supplementary terms, policies, and statements of work (SOWs), published warranties and service level agreements, user agreements, and license agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

2. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for seven (7) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead Entity's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The additional years may be in increments of three (3) 12-month terms. This Master Agreement will not exceed ten (10) years total. The Lead Entity may, prior to execution, adjust the effective date or

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duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead Entity and Contractor.

2.3 **Amendment Term. The term of this Master Agreement may be amended to extend past the initial term and stated renewal periods for a reasonable period by assigning the Master Agreement to another third-party to assume the obligations of Lead Entity (the "New Lead Entity"), per section 14.4.2, if in the judgment of the New Lead Entity a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead Entity under the applicable laws, rules and regulations to otherwise negotiate contract extensions.**

3. Order of Precedence

3.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 RFxPremier Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement, or issued against a Participating Addendum;

3.1.4 Supporting Materials accepted by a Purchasing Entity as part of an Order or Purchase Order;

3.1.5 The Solicitation or, if separately executed after award, the Lead Entity's bilateral agreement that integrates applicable provisions;

3.1.6 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead Entity.

3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor Supporting Materials that apply to this Master Agreement are only those that are expressly accepted by the Purchasing Entity and must be in writing and attached to an Order or Purchase Order as an Exhibit or Attachment (including hyperlinks therein).

3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead Entity and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

4. Participants and Scope

4.1 **Eligibility for Participation.** Any Eligible Entity may utilize this Master Agreement as a Participating Entity or Purchasing Entity.

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4.2 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.3 **Applicability of Master Agreement.** The Master Agreement is applicable to any Order issued against it by a Purchasing Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section 3. For any Order submitted directly against the Master Agreement by a Purchasing Entity that is not subject to a Participating Addendum, such Order shall be subject to the terms of Contractor Supporting Materials by default unless agreed in writing otherwise by such Purchasing Entity and Contractor. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Purchasing Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the written consent of the Purchasing Entity and Contractor, may be included in the Purchase Order used by the Purchasing Entity to place the Order. For the avoidance of doubt, any contingencies, or additional or conflicting terms in a Purchase Order or Order are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in signed writing. Mere acceptance or processing of a Purchase Order or Order containing such terms shall not constitute express consent.

4.4 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities**:** i) within the scope of those Participating Addenda; or ii) who have issued a Purchase Order against the Master Agreement. Participating Entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 **[Reserved]**

4.6 **Eligibility for a Participating Addendum or Order.** All eligible entities may sign their own Participating Addendum or Order. In all instances, the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead Entity, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master

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Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead Entity has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead Entity prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 **No Representations.** The Contractor shall not make any representations of RFxPremier, the Lead Entity, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

5. RFxPremier Provisions

5.1 **Applicability.** RFxPremier is not a party to the Master Agreement. The terms set forth in Section 5 are for the benefit of RFxPremier as a third-party beneficiary of this Master Agreement.

5.2 **Administrative Fees**

5.2.1 **RFxPremier Fee.** Contractor shall pay to RFxPremier, or its assignee, a RFxPremier Administrative Fee of four tenths of one percent (0.4% or 0.004) no later than sixty (60) days following the end of each calendar quarter. The RFxPremier Administrative Fee must be submitted quarterly and is based on all amounts invoiced by Contractor and for which Contractor has received payment during the applicable calendar quarter for products and services under the Master Agreement (less any charges for taxes or shipping). The RFxPremier Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead Entity's solicitation. After the contract has been established for 18 months, RFxPremier may seek to negotiate a higher administrative fee with the Contractor.

5.2.2 **Entity Imposed Fees.** Some Participating Entities may require an additional fee be paid by Contractor directly to the entity on purchases made on that entities Participating Addendum. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be mutually agreed upon by Contractor and the Participating Entity and incorporated into the applicable Participating Addendum. Unless agreed to in writing by the Participating Entity and Contractor, **Contractor may not adjust the Master Agreement pricing to include the entity's fee for purchases made by Purchasing Entities on the Participating Addendum. No such agreement will affect the RFxPremier Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.**

5.2.3 **Interest on Late Payment.** If the Contractor does not pay the RFxPremier Administrative Fee within sixty (60) days following the end of each calendar quarter as required by

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Section 5.2.1, then Contractor shall accrue interest on the unpaid amounts at the rate of 1% per month.

5.2.4 Administrative Fee Updates. RFxPremier reserves the right to update the RFxPremier Administrative Fee. If the RFxPremier Administrative Fee is updated, any renewals exercised shall be contingent upon Contractor's acceptance of the updated RFxPremier Administrative Fee.

5.3 RFxPremier Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to RFxPremier all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by RFxPremier with reasonable notice to Contractor and without amendment to this Master Agreement. RFxPremier shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by RFxPremier, report Summary Sales Data to RFxPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by RFxPremier, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by RFxPremier, report Detailed Sales Data to RFxPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by RFxPremier. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by RFxPremier, Contractor shall provide to RFxPremier tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by RFxPremier. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by RFxPremier with reasonable notice to Contractor and without amendment to this Master Agreement.

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Contractor shall work in good faith with RFxPremier to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by RFxPremier, provide RFxPremier with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. RFxPremier and Contractor will determine the format and content of the executive summary.

5.4 RFxPremier Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with RFxPremier personnel. Contractor shall present plans to RFxPremier for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of RFxPremier procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by RFxPremier, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead Entity and RFxPremier, which may at the discretion of the Lead Entity be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of RFxPremier Logo. The RFxPremier and PPA logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with PPA.

5.4.5 Obligation to Act in Good Faith. The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, RFxPremier, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section 5. Nothing in this Section 5.4.5 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers

5.5 RFxPremier eMarketPlace. RFxPremier Cooperative may provide an eMarketPlace solution for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from RFxPremier's cooperative Master Agreements. If RFxPremier offers such an eMarketPlace, Contractor agrees to cooperate in good faith with PPA, and any third party acting on behalf of PPA, to integrate Contractor's industry presence into the

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eMarketPlace. Specific terms of this integration shall be negotiated at the time of implementation of any eMarketPlace.

5.6 **Cancellation.** In consultation with RFxPremier, the Lead Entity may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead Entity may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead Entity or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead Entity to cancel the Master Agreement under applicable laws.

5.7 **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.8 **Additional Agreement with PPA.** Upon request by RFxPremier, awarded Contractor shall enter into a direct contractual relationship with PPA related to Contractor's obligations to RFxPremier under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

6. Pricing, Invoicing, Payment & Leasing

6.1 **Pricing.** The discounts contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All discounts and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a discount or rate adjustment must be for an equal guarantee period and must be made at least 45 days prior to the effective date.

6.1.3 Requests for a discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead Entity.

6.1.4 No retroactive adjustments to discounts or rates will be allowed.

6.2 **Invoicing.** Contractor may invoice the Purchasing Entity upon Acceptance (or Deemed Acceptance) in accordance with Section 9, unless otherwise agreed in an applicable Participating Addendum or Order.

6.3 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the

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outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order.

6.4 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

7. Ordering

7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which contracted vendors (including Fulfillment Partners) should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor and Contractor Fulfillment Partners, as applicable, are expected to become familiar with the Purchasing Entity's rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed with Contractor or Contractor Fullfillment Partners and accepted or rejected by Contractor or Contractor Fulfillment Partners during the term of the Master Agreement and Particpating Addendum. All Orders must be consistent with the terms of this Master Agreement and applicable Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Provided that Purchasing Entities pay for ordered goods or services performed, the financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon entity funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding

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at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

8. Shipping and Delivery

8.1 **Shipping Terms.** Unless otherwise agreed upon in a Participating Addendum or Order, all deliveries will be DDP Purchasing Entity's designated delivery destination. Delivery charges including transportation, import, and handling costs will be included in the pricing set forth in the applicable Order.

8.2 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.3 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

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8.4 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.5 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

8.6 **Partial Shipments.** Unless otherwise expressly provided in the applicable Participating Addendum or Order, Contractor may deliver Products in partial, staged, split, or advance shipments. Each shipment shall be subject to the acceptance provisions of Section 9. Contractor may invoice, and Purchasing Entity shall pay, for Products accepted or deemed accepted in accordance with Section 9, regardless of whether the applicable Order has been fully delivered.

9. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 9 will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead Entity, or to any other authorized agent or official of the Lead Entity or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 **Failure to Conform.** Unless otherwise agreed upon in a Participating Addendum or Order, if any services do not conform to contract requirements as agreed, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements as agreed, at no increase in Order amount. When defects cannot be corrected by re- performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the

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reduced value of services performed. Please also refer to Section 9.5 Acceptance and Section 10 Warranty.

9.5 **Acceptance Testing.** Purchasing Entity may, unless otherwise expressly provided in this Section, establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be five (5) business days, unless otherwise specified in the applicable Order, starting from the day the Product is delivered. If the Purchasing Entity does not provide Contractor with written notice of rejection specifying in reasonable detail the nonconformities prior to expiration of the Acceptance Testing period, the Product shall be deemed Accepted.

Acceptance Testing shall apply only to Products that are expressly identified in the applicable Order as subject to Acceptance Testing and shall not apply to standard, off-the-shelf or run-rate Products, which shall be deemed Accepted upon delivery, subject to Contractor's DOA and warranty policies.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

10. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 10 will apply.

10.2 **Warranty of Products.** The Contractor warrants for a period of one year from the date of Acceptance (or Deemed Acceptance) that: (a) the Product will substantially conform in all material respects to Contractor's applicable specifications, (b) the Product is free from material defects in materials and workmanship under normal use and service, (c) the Product is free and clear of any liens or encumbrances, Contractor has full legal title to the Product, and that no other person or entity has any right, title, or interest in the Product that would conflict with the rights granted to the Purchasing Entity. This warranty does not apply to any third-party products, which are provided on an "as is" basis.

10.3 **Warranty of Services.** The Contractor warrants that the Services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract (the "Service Warranty"). The Service Warranty shall expire thirty (30) days

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following completion of the applicable Services (the "Service Warranty Period"). Any claim under the Service Warranty must be made in writing to Contractor within the Service Warranty Period. The Participating Entity's acceptance of Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, the Purchasing Entity may require Contractor to promptly correct, at Contractor's expense, any Services failing to meet Contractor's warranty herein, provided such non-conformance is reported within the Service Warranty Period. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as Services originally furnished.

10.4 **Breach of Warranty.** Upon breach of a warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product or Service whose nonconformance is discovered and made known to the Contractor during the applicable warranty period. Notwithstanding the foregoing, if a prepaid recurring service (such as maintenance, support, or subscription services, but excluding dedicated or resource-based services such as Resident Engineer or other named-resource services) is cancelled prior to expiration of the applicable service term with Contractor's prior written agreement, Contractor shall refund the pro-rata portion of any prepaid fees attributable to the cancelled portion of the unexpired service term, less any costs or commitments Contractor cannot reasonably recover or mitigate in connection with such cancellation. The remedies set forth in this Section 10.4 are the Purchasing Entity's sole and exclusive remedies, and Contractor's sole liability, for any breach of warranty.

10.5 **Rights Reserved.** The rights and remedies of the parties under a warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.6 **Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section 9.

11. Product Title

11.1 **Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor or Contractor's Fulfillment Partner (when an Order is fulfilled by Contractor's Fulfillment Partner) shall convey to Purchasing Entity title to the Product, except for any portion of the Product which is provided subject to a nonexclusive subscription license or is Embedded Software, free and clear of all liens, encumbrances, or other security interests.

11.2 **Embedded Software.** If there is a transfer of title to the Product as contemplated in Section 11.1 (Conveyance of Title) above, such transfer must include a perpetual, non-sublicensable license to use any Embedded Software solely in the Product on which it is installed, which shall be subject to the terms of Contractor's Supporting Materials. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title, provided that (a) Purchasing Entity provides ten (10) days' prior written notice to Contractor, and (b) the transferee agrees in writing to be bound by the terms of Contractor's Supporting Materials. In the case of an intra-governmental transfer between Purchasing Entities or agencies operating under the same Participating Addendum or Master Agreement, Contractor shall cooperate in good faith to facilitate such transfer on a timely basis. If operational necessity requires that the physical transfer of Product occur prior to the execution of a written transfer and consent

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agreement, the transferee shall retain all rights under this Master Agreement (including, without limitation, warranty and support rights) for a period of sixty (60) days following the date of physical transfer, provided that (i) the transferring Purchasing Entity notifies Contractor of such transfer in writing within five (5) business days of the physical transfer, and (ii) the transferee executes the written agreement required under subsection (b) above within such sixty (60) day period. Failure of the transferee to execute such agreement within the sixty (60) day period shall not retroactively void rights that accrued during such period, but no further rights shall accrue until the agreement is executed. Notwithstanding the foregoing, any sale or transfer permitted by this subsection must be consistent with license rights granted for the use of the Embedded Software.

11.3 **License of Pre-Existing Intellectual Property.** Except for any portion of the Product which is provided subject to a nonexclusive subscription license or which is Embedded Software, Contractor grants to the Purchasing Entity a nonexclusive, non-transferable, non-sublicensable, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property associated with such Product, used or delivered under this Master Agreement with respect to such Product, but not created under it ("Pre-existing Intellectual Property") for the Purchasing Entity's internal business purposes and in accordance with this Master Agreement and the applicable Documentation. Contractor grants to Purchasing Entity a license to Software pursuant to the license terms and restrictions set forth in Contractor's Supporting Materials. The license shall be subject to owner and 3rd party rights in Pre-existing Intellectual Property. The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property. Notwithstanding the foregoing, any sale or transfer permitted by this section or Section 11.1 (Conveyance of Title) must be consistent with license rights granted for the use of the Software.

11.4 Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 11 will apply.

11.5 **No Ownership in Contractor Software.** Notwithstanding anything to the contrary, in no event shall Purchasing Entity receive ownership or title rights to any Contractor Software or cloud services.

11.6 **Purchasing Entity Data.** Except in an aggregated and anonymized format that does not identify the Purchasing Entity or individual users, Purchasing Entity retains full right and title to its data.

12. Indemnification

12.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA, RFxPremier, the Lead Entity, Participating Entities, and Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement. If the Contractor fails to pursue the defense or settlement of the third-party claim, the Indemnified Party may assume the defense or settlement of the third- party claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in relation to the third-party claim as finally

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awarded by a court of competent jurisdiction or as mutually agreed in a settlement approved by both the Indemnified Party and Contractor.

The foregoing indemnification obligations are conditioned upon the Indemnified Party promptly notifying the Contractor in writing of the claim, suit, or proceeding for which the Contractor is obligated under this Subsection, cooperating with, assisting, and providing information to the Contractor as reasonably required, and granting the Contractor the exclusive right to defend or settle such claim, suit or proceeding; provided that any such settlement or compromise includes a release of the Indemnified Party from all liability arising out of such claim, suit or proceeding.

12.2 **Intellectual Property Indemnification.** The Contractor shall defend or settle at its own expense any suit or proceeding which may be brought against PPA, RFxPremier, the Lead Entity, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party") by a third party alleging that the Product infringes patents, copyrights, or trade secrets of that third party in any jurisdiction where the Contractor shipped Product to the applicable indemnified Party. Contractor will indemnify the Indemnified Party from and against all damages and costs which may be adjudged or decreed against the Indemnified Party on account of such infringement; provided, however, that the Indemnified Party shall have given prompt written notice to Contractor of the commencement of the suit or proceeding or any written threat to bring a suit or proceeding and shall cooperate with Contractor to facilitate the defense of any such suit, proceeding or threat. If an Indemnified Party seeks indemnification under this Section 12.2, Contractor shall, to the extent permitted by law, have the right by its counsel to control the defense and any settlement of the suit or proceeding. The Indemnified Party shall not settle or compromise any such suit or proceeding without the prior written consent of Contractor. ("Intellectual Property Claim").

12.2.1 The Contractor’s obligations under this Section 12.2 will not extend to any Intellectual Property Claim to the extent arising out of:

12.2.1.1 a combination of the Product or Service with any other product, system, or method, unless the other product, system, or method if the Intellectual Property Claim would not have arisen but for such combination, including without limitation any combination with non-Contractor products, systems, software, services, or Indemnified Parties or third-party activities, unless such combination is expressly authorized in writing by Contractor; or

12.2.1.2 Contractor's compliance with any designs, specifications, requirements, or instructions by any Indemnified Party or a third party on Indemnified Party’s behalf, including without limitation compliance with any industry standard, multi-source agreement, or technical specification or requirement requested or defined by an Indemnified Party; or

12.2.1.3 the alteration or modification of the Contractor’s Product by anyone other than Contractor or Contractor's Fulfillment Partner; or

12.2.1.4 the use of Contractor’s Product or Services in excess of or outside the scope of rights expressly granted under this Agreement; or

12.2.1.5 use of a Product not in accordance with or in violation of this Agreement or the Published Specifications or applicable Documentation; or

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12.2.1.6 failure to use: (a) the most recent version of a Product or Service; or (b) an equally compatible and functionally equivalent non-infringing version of a Product or Service provided by Contractor to address such an Intellectual Property Claim

12.2.2 The Indemnified Party shall notify the Contractor promptly in writing after receiving notice of an Intellectual Property Claim. If the Indemnified Party fails to provide such prompt written notice and that failure prejudices Contractor's ability to defend, settle, or respond to the claim, then Contractor's obligation to defend, indemnify, or hold harmless the Indemnified Party with respect to that Intellectual Property Claim will be reduced to the extent Contractor has been prejudiced. In addition, such failure to provide reasonable notice shall relieve Contractor of any obligation to reimburse for Indemnified Party's attorneys' fees incurred prior to notification. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have sole control over the defense and settlement of the Intellectual Property Claim to the extent permitted by law. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor materially fails, after reasonable notice, to assume or diligently pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for reasonable costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party to the extent finally awarded by a court of competent jurisdiction or as mutually agreed in a settlement approved by both the Indemnified Party and Contractor.

12.2.4 Unless expressly set forth herein or in a Participating Addendum, or Order signed by Contractor, Section 12.2 shall be subject to limitations of liability set forth in this Master Agreement, provided that, for the avoidance of doubt, the exceptions set forth in Section 12.3.2 shall govern to the extent of any conflict with this Section 12.2.4.

12.2.5 If such an Intellectual Property Claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall either procure for the Participating Entity the right to continue using the materials or Products or Services or replace or modify materials or Products or Services to make them non-infringing and functionally equivalent. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or Products to the Contractor and stop using the infringing Services, upon written request of the Contractor and at the Contractor's expense, and Contractor shall refund to the Indemnified Party the remaining net book value of the Contractor's Product and a prorated amount for the remaining Services. The refund shall be determined in accordance with generally accepted accounting principles.

12.3 Limitation of Liability

12.3.1 **General Limitation of Liability**. Except as provided in Section 12.3.2, notwithstanding anything else herein, all liability of Contractor and its suppliers to any Purchasing Entity

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or Participating Entity (and any Purchasing Entity under the Participating Entity) for claims arising under this Master Agreement, the applicable Participating Addendum, or otherwise shall be limited to the greater of (i) five million dollars ($5,000,000.00) or (ii) the money paid to Contractor by the Participating Entity under this Master Agreement in the twelve (12) month period prior to the event or circumstances that first gave rise to such liability. This limitation of liability is cumulative and not per incident.

12.3.2 Exception to General Limitation of Liability. The limitation of liability in Section 12.3.1 does not apply to: (i) liability for damage or loss caused by injury to persons or tangible property; (ii) Contractor's liabilities and obligations under Section 12.2; (iii) any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained by Contractor or required by this Master Agreement to be maintained by Contractor; or (iv) matters for which liability cannot be excluded or limited under applicable law.

12.3.3 Limitation on Indirect Damages. To the extent permitted by applicable law, except as provided in Section 12.3.4, neither Party shall be liable for any special, indirect, incidental, punitive, exemplary, reliance, or consequential damages of any kind (including but not limited to loss of business, goodwill, data, profits, or use or for the cost of procuring substitute products, services or other goods), arising out of or relating to the Products or Services to which this Agreement relates, regardless of the theory of liability and whether or not each Party was advised of the possibility of such damage or loss.

12.3.4 Exception to Limitation on Indirect Damages. Contractor's liability for a breach of system security or unauthorized disclosure of Confidential Information are not subject to the limitation on indirect damages in Section 12.3.3. Notwithstanding the foregoing, in no event shall Contractor be liable for greater than ten million dollars ($10,000,000), in the aggregate, for indirect damages related to breach of system security or unauthorized disclosure of Confidential Information under this Master Agreement.

13. Insurance

13.1 Term. Unless otherwise agreed to between Contractor and Participating Entity, Contractor shall acquire maintain such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Unless otherwise agreed to between Contractor and Participating Entity, coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

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13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate. If Contractor does not maintain such insurance covering independent contractors, Contractor shall ensure its subcontractors' insurance satisfies this requirement;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Unless otherwise agreed to between Contractor and Participating Entity, Contractor or Contractor's insurer shall provide notice to a Participating Entity within 30 days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead Entity a written endorsement to the Contractor's general liability insurance policy or other insurance industry standard documentary evidence acceptable to the Lead Entity that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating Entity as secondary and noncontributory**.**

13.6 **Participating Entities.** Unless otherwise agreed to between Contractor and Participating Entity, Contractor shall provide to Participating Entities the same insurance obligations and documentation as those specified in Section 13, except the endorsement or documentation is provided to the applicable Participating Entity.

13.7 **Furnishing of Certificates.** Unless otherwise agreed to between Contractor and Participating Entity, Contractor shall furnish to the Lead Entity copies of certificates of insurance for all required insurance applicable to this Master Agreement in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead Entity, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

14. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead Entity, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized

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agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. The Lead Entity may terminate this Master Agreement, without incurring any liability, for the Contractor's refusal to allow access as required by this section. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead Entity, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead Entity to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or

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subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of Section 14.2 of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. In the event it is not possible or practicable to return such information, Contractor may, at Purchasing Entity's option, destroy such Confidential Information utilizing industry standard processes, or shall maintain possession of such Confidential Information and maintain its confidentiality for as long as necessary.

14.2.2.4 If applicable law, regulation, or document retention policy prevents Contractor from destroying or returning all or part of the Confidential Information, Contractor will maintain the security and confidentiality of all such retained Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.2.5 Contractor may publicize the Contract term, scope and price without prior written approval. However, Contractor may not use the Montana State seal, any State logo, or claim any State endorsement as to the Contract without prior written approval by the State of Montana.

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14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 may cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **RFxPremier.** Subject to public information laws, the rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to RFxPremier's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead Entity, a Participating Entity, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead Entity of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead Entity's public information laws. Under Montana public information laws, this Contract, referenced documents, including pricing documents, are all deemed public information.

14.3 **Third-Party Products.** Third Party Product is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line and are not intended to represent more than one-quarter (25%) of total sales under this Master Agreement. Terms and conditions and markup on Third Party Products shall be communicated with the Purchasing Entity.

Contractor must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. The Lead Entity may limit the sale of Third-Party Products during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one-quarter (25%) of the total sales under this Master Agreement. Such limitations may take the form of any action the Lead Entity so chooses, up to and including non-renewal or cancellation of the Master Agreement.

14.4 **Assignment/Subcontracts**

14.4.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead Entity. Notwithstanding the foregoing, Contractor may, with prior written consent from Participating Entities, which consent shall not be unreasonably withheld, enter into subcontracts with third parties as Fulfillment Partners. Fulfillment Partners are Subcontractors who may provide products and services under this Master Agreement at the price discounts established in this

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Master Agreement and bill Purchasers directly for such products and services. In addition, Contractor may, without permission, utilize subcontractors to perform Services sold under this Master Agreement and provide cloud-based Products and Services. Contractor may, upon written notice to the Participating Entity, add or delete authorized Fulfillment Partners as necessary, at any time during the term. For clarity, Fulfillment Partners have no authority to amend this Master Agreement or to bind Contractor to any additional terms or conditions.

14.4.2 The Lead Entity reserves the right to assign any rights or duties, including written assignment of contract administration duties, to RFxPremier and other third parties.

14.5 **Changes in Contractor Representation.** The Contractor must, within thirty (30) calendar days, notify the Lead Entity in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead Entity reserves the right to approve or reasonably reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.6 **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead Entity, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.7 **Termination.** Unless otherwise set forth herein, this Master Agreement may be terminated by either party upon sixty (60) days' written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon thirty (30) days' written notice, unless otherwise limited or stated in an applicable Participating Addendum. Termination may be in whole or in part. Any termination under this provision will not affect Orders outstanding at the time of termination and the rights and obligations attending thereto, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment under any then-outstanding Orders in accordance with Section 6.3 herein, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate.

14.8 **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. Either party may terminate this Master Agreement upon determining such delay or default by the other party will reasonably prevent successful performance of the Master Agreement.

14.9 **Defaults and Remedies**

14.9.1 The occurrence of any of the following events may be an event of default under this Master Agreement:

14.9.1.1 Nonperformance of material contractual requirements;

14.9.1.2 A material breach of any material term or condition of this Master Agreement;

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14.9.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.9.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.9.1.5 Any material default specified in another section of this Master Agreement.

14.9.2 Upon the occurrence of an event of default, the Lead Entity shall issue a written notice of default, identifying the nature of the default, and providing a period of time specified by the Lead Entity but in no event shorter than thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead Entity shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead Entity, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.9.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead Entity shall have the right to exercise any or all of the following remedies:

14.9.3.1 Any remedy provided by law;

14.9.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.9.3.3 Assessment of liquidated damages as provided in a Participating Addendum or Order under this Master Agreement;

14.9.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.9.3.5 Suspension of Contractor's performance; and

14.9.3.6 Withholding of payment until the default is remedied, if applicable to an Order under the Participating Addendum

14.9.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the

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Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9.5 If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Participating Entity or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources, Products, or Services utilized in performing such transition assistance at the most current Contract rates. If the Participating Entity terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the Participating Entity may have sustained as a result of Contractor's breach.

14.10 Waiver of Breach. Failure of the Contractor, Lead Entity, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Contractor, Lead Entity, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Contractor, Lead Entity or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.11 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead Entity.

14.12 No Waiver of Sovereign Immunity

14.12.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead Entity, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.12.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's

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sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.13 Governing Law and Venue

14.13.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead Entity sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead Entity. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.13.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead Entity. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead Entity. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.13.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead Entity for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead Entity is a party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.14 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome a federal or state government's bar on indirect purchases.

14.15 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to RFxPremier, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

14.16 Compliance with Law. Both parties agree to comply with the laws and regulations applicable to their respective business and, with respect to Contractor, those laws and regulations applicable to its general provision of the Products and Services under this Master Agreement, without regard to any entity's particular use of such Products or Services.

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14.17 **Severability.** If any provision of this Master Agreement is deemed by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining terms of this Master Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

14.18 **Entire Agreement.** This Master Agreement, along with any attachment or exhibit hereto, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in an Order or Participating Addendum with a Participating Entity. Except as otherwise expressly set out in this Master Agreement, any amendment of any provision of this Master Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

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Attachment 1
SCOPE OF WORK

This Scope of Work (SOW) describes the deliverables available through this Master Agreement and the scope of what Contractors are expected to offer Participating Entities and Purchasing Entities. This SOW defines the scope of the Master Agreement and is not intended to limit the products and services a Contractor may offer within the defined scope.

I. OBJECTIVES

A. Scope of Work Objectives:

1. Data Communications: For the purposes of this Scope of Work and the resulting Master Agreements, **Data Communications is defined as the products and services that provide the technological capabilities to transmit, receive, and manage digital information through information technology networks.** This SOW seeks the Contractor to provide all aspects of data communications capabilities in a holistic solution, that includes hardware, software, and services, to develop, establish, maintain, secure, and expand data communications networks.

2. Original Equipment Manufacturer (OEM): For the purposes of this Scope of Work and the resulting Master Agreements, **OEM is defined as a Contractor that designs and manufactures data communications hardware.** The OEM (Awarded Contractor) shall provide data communications solutions consisting of the hardware as well as software solutions and services to support the hardware. Offerors are strongly encouraged to review this definition as it pertains to this SOW, to determine its eligibility to submit a proposal. All Offerors must affirm their OEM status (as defined in this section) in Attachment G, Offeror Response Worksheet.

B. Approach and Considerations:

Approach and Considerations: The scope of work approach will not establish individual product award categories but will seek to award to OEMs that manufacture data communications hardware and be capable of supporting that hardware through a holistic approach of software, cloud networking, services, etc. to provide the interested Participating Entities secure data communications capabilities in various protocols (data formatting, transmission, and error handling such as TCP/IP, HTTP, FTP, etc.). As stated, there will not be individual award categories, however, this SOW seeks solutions to be provided consisting of, but not limited to, the following common Data Communication fields:

- **Networking:** The infrastructure and systems that enable connectivity and data transfer, including routers, switches, network management and network optimization tools.

- **Unified Communications:** Data Communications products and technologies that integrate various communications to provide the capability of exchanging digital

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information seamlessly including, but not limited to, voice, video, and text and other forms of media.

- **Wireless Networking:** Technologies that enable data communication over wireless mediums, including Wi-Fi access points, wireless controllers, and related management tools.
- **Security:** Solutions that ensure confidentiality, integrity, and availability of data and network resources, including firewalls, intrusion detection/prevention systems, encryption technologies, and secure access controls.
- **Facilities Management:** Products and technologies that provide digital capabilities to manage, monitor, and control various facilities functions utilizing access control systems, security and surveillance, energy and climate control, alert and emergency response systems, etc.

The definition of Data Communications above will consist of the following and defined in the below sections of this SOW. Some content and scope in the sections may cross between hardware and software.

- Hardware
- Software
- Services

This Scope of Work is meant to be solution-based, the following content in this SOW is meant to provide guidelines and framework for Data Communications solutions, it is not meant to limit the scope or restrict the solutions or systems. It is strongly encouraged to propose emerging technologies (such as Artificial Intelligence, Internet of Things) under the multiple categories so long as it is considered within the scope of Data Communications, by the definition encompassing this SOW, and adds or enhances the overall solution for the customer. The products must be able to address customers' business needs and integrate into the overall solution.

II. DATA COMMUNICATIONS: HARDWARE

A. Networking: Routers – A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keeps the networks connected to the Internet. Below is a list of routers, this list is not limited to the routers that can be provided under this scope:

1. **Branch Routers** — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

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2. **Network Edge Routers** — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

3. **Core Routers** – High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable applications such as Internet Protocol Television (IPTV) and Video on Demand (VoD), and Software as a Service (SaaS).

4. **Service Aggregation Routers** — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

5. **Carrier Ethernet Routers** — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS)

B. **Networking: Switches –** A networking hardware device that connects multiple technology devices within a local area network (LAN). It forwards data packets to the correct destination device, ensuring efficient communication. These can be managed, unmanaged, layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them. Below is a list of switches, this list is not limited to the switches that can be provided under this scope:

1. Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources.

2. Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly.

3. Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provide advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

4. Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiate a typical Layer 2/3 switch from a data center switch. Ability to remotely disable and enable individual ports. Support

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"NetFlow" or equivalent. Jumbo frame supports EVPN over MPLS or BGP (9k bytes), plug and play fabric formation. Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware- based Inter-Switch Link (ISL) trunking.

5. Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic that are designed for Ethernet networks that support video and high-bandwidth applications. Supports a variety of interface types, especially those commonly used by service providers.

6. Carrier Ethernet Access Switches – A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

7. MPLS and Ethernet-Based WAN Solutions – Modern, scalable WAN technologies replacing legacy SONET networks.

8. Switch Features and Capabilities – the following list includes desired features and capabilities as necessary for the appropriate switch, as applicable:

    - Security Features: SSHv2 (Secure Shell Version 2), 802.1x (Port Based Network Access Control), Port Security, DHCP (Dynamic Host Configuration Protocol) Snooping, Two-Factor or Multi-Factor Authentication (2FA/MFA), MacSec encryption, Role-based access control lists (ACL)
    - Fast Ethernet/Gigabit Ethernet - 802.3bz (multi-gig interfaces 2.5Gbps and 5 Gbps)
    - 1/10/25/40/100/400 Gbps Support
    - PoE (Power over Ethernet) - up to 90/95W on all ports
    - Port Mirroring
    - Span Taps
    - Support of IPv6 and IPv4
    - Swappable powerlines and fans
    - AC or DC power supply minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
    - Switch-port auto recovery
    - Dynamic Trunking Protocol (DTP)
    - Per-VLAN Rapid Spanning Tree (PVRST+)
    - IGP (Interior Gateway Protocol) routing, including non-proprietary such as IS-IS, OSPF, iBGP
    - EGP (Exterior Gateway Protocol) routing, including Border Gateway Protocol (BGP)
    - VPLS (Virtual Private LAN Service) Support
    - VRRP (Virtual Router Redundancy Protocol) Support

C. Networking: Storage

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The emergence of new technologies creates an emphasis on storage devices that are connected via networks to servers to data to be accessed, managed, and shared efficiently across multiple systems. The goal is to provide managed centralized storage, increased scalability, and improved data protection and backup solutions.

This scope seeks various storage solutions that facilitate several use cases including, but not limited to, enterprise data centers, high performance computing, virtualization environments, artificial intelligence, security systems, backup and redundancy systems, and disaster recovery systems. Below is a list of storage solutions that are desired, this list is not limited to the storage devices or solutions that can be provided under this scope:

1. Storage Area Network (SAN): These devices are high-speed and specialize in block-level storage for data centers. This solution is protocol-independent and can be Fibre Channel (FC), FCOE or similar SAN topology for private cloud storage in virtualized environments.
2. Network Attached Storage (NAS): storage system at the file level connected to an IP network.
3. Fabric and Blade Server Switches: A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

D. Optical Networking

High-capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength-based services.

1. Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.
2. Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.
3. Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.
4. IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

E. Wireless Networking

Wireless networking hardware are physical devices that enable data transmission without the use of physical cables, using radio waves, microwaves, or infrared signals to connect computers, mobile devices, and networks.

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1. Wireless Access Points (WAP) – A device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

    - 802.11a/b/g/n/ac/ and later
    - 2.4GHz, 5GHz, and 6GHz support
    - Should be capable of controller via DHCP, or automatically discovering cloud management system
    - Support for WPA2/WPA3
    - UL2043 plenum rated for safe mounting in a variety of indoor environments
    - Support AES-CCMP (128-bit)
    - Provides real-time wireless intrusion monitoring and detection

2. Wireless Router – Combination of a router and wireless access point, provides both internet access and Wi-Fi connectivity.

3. Outdoor Wireless Access Points – Outdoor APs are more rugged devices. Should be able to tolerate the elements of weather to tolerate a wide temperature range, high humidity, exposure to water, dust and oil, be able to be deployed virtually anywhere, provide real-time wireless intrusion monitoring and detection.

4. Wireless LAN Controllers — An onsite or offsite solution utilized to manage Light-weight access points in large quantities by the network administrator or network operations center. These devices are gateways that control user traffic aggregation. The WLAN controller automatically handles the configuration of wireless access points. Capabilities should include:

    - Ability to monitor and mitigate RF interference/self-heal
    - Support seamless roaming from AP to AP without requiring re-authentication
    - Support configurable access control lists to filter traffic and deny wireless peer to peer traffic
    - System encrypts all management layer traffic and passes it through a secure tunnel
    - Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic

5. Wireless LAN Network and Cloud-Based Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

    - Provide for redundancy and automatic failover
    - Historical trend and real time performance reporting is supported
    - Management access to wireless network components is secured
    - RFC 1213 compliant
    - Automatically discover wireless network components

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- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability
- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

6. Mobile Device Management (MDM) — MDM technology is utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

    - Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
    - Provide user and devices authentication to the network
    - Provide secure remote access capability
    - Support 802.1x
    - Network optimization for performance, scalability, and user experience
    - BYOD/unmanaged device configuration (such as SecureW2 or CloudPath)

F. Security Hardware

1. Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks.

    - Non-disruptive in-line bump-in-the-wire configuration
    - Network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
    - Application awareness, full stack visibility and granular control
    - Capability to incorporate information from outside the firewall
    - Upgrade path to include future information feeds and security threats
    - SSL decryption to enable identifying undesirable encrypted applications (Optional)

2. Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

3. Application Delivery and Security – Includes application deliver controllers, load balancers, and Layer 7 Firewalls. Can be physical and virtual load balancers, WAFs, SSL offloading, and advanced traffic management.

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III. DATA COMMUNICATIONS: SOFTWARE and CLOUD

Please note that software and cloud offerings are to be related to the functionality and solution-based data communications systems and solutions scope. It is recognized that advancements in technology have provided emerging solutions that do not require hardware or on-premises solutions to provide network and data communications capabilities. This Contract will not require software or cloud services to be tied to a hardware purchase, however, the software and cloud offerings must strictly to relate to Data Communications as per the definition established in this Scope of Work.

Below is a list of software solutions, this list is not limited to the software solutions that can be provided under this scope:

A. Networking Software Solutions

Software covers a wide array of solutions required to support network operation and management within the scope of data communications. These consist of management tools to optimize area networks, or to ensure performance, optimization, capacity, data migration, data reduction and efficiency.

1. Networking Software – Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

    - Restartable Process
    - High availability options
    - Targeted operating systems, i.e. DC, campus, core, WAN
    - Operating System Efficiencies
    - Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages)
    - Load balancing – supports multiple balances in the same system, layer 4+7
    - Reporting
    - WAN optimization
    - Data compression
    - Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages

2. Software Defined Networks (SDN) – Virtually manages flow control and can include SDN virtualized switches, routers, and controllers. These applications enable intelligent networking.

3. Automated Management Software for Network, Cloud, and Data Centers — Software products and solutions for network automation, cloud computing, and IT systems management to ensure secure, reliable, and scalable network operations.

    - Automate routine and repetitive tasks

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- Implement monitoring and alerting for proactive system maintenance
- Provision, configure, and manage cloud resources (IaaS, PaaS, SaaS)
- Automate backup, scaling, and deployment processes
- Monitor server health, storage systems, and power usage
- Ensure cloud security with identity management, encryption, and compliance controls

4. Edge Computing – Distributed processing near data sources to reduce AI and IoT applications.

5. DDI (DHCP, DNS, IPAM) Management Platforms – Integrated platforms for automating and securing core network services (DHCP, DNS, IP address management).

B. Security Solutions

Security of networks is paramount for the success of this scope of work and one of the most important aspects to ensure the confidentiality, integrity, and availability of data transmitted over communications networks. Security solutions will secure the data in transit across wired and wireless networks, prevent unauthorized access, inception, and tampering of communications. Security solutions will align with industry standards. The security solutions will enhance monitoring of the network. It is expected that networks be equipped with cutting edge security technology. Network systems need to be aware of the ever-changing landscape of threats, how to detect them, prevent them, and in cases where the threat is present, eliminate the threat.

Please note that this section refers to an array of desired security products. This does not supplement security requirements found in the Master Agreement Terms and Conditions. While some products may overlap or require additional negotiation with the Participating Entity, the MA security terms should be a baseline that take precedence and apply to all of the offerings.

Below is a list of security solutions, this list is not limited to the offerings that can be provided under this scope:

1. Network Security – These security measures will require a comprehensive solution that protect the network and digital infrastructure from cyber threats. These security measures include, but are not limited to:

    - Remote Browser Isolation (RBI): Keeps web content off endpoints to prevent drive-by downloads and malicious scripts.
    - Incident Response Solutions: Rapid-deployment networking solutions for emergency response, including drone communication hubs.
    - Zero Trust OT Security: Focused on securing operational technology environments with strict identity verification.
    - Zero Trust Network Access (ZTNA): Provides secure, identity-based access to applications regardless of location.
    - Malware Analysis & Sandboxing: Isolates and analyzes suspicious files or behavior in a secure environment before execution.

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- DNS Security: Blocks access to malicious domains and provides visibility into domain-level threats.
- AI Access Security: Controls and monitors access to AI tools and platforms, helping prevent misuse or data leaks.
- Data Center Security: Protects physical and virtual infrastructure in centralized or hybrid data centers.
- Data Loss Prevention (DLP): Prevents sensitive data from being lost, leaked, or misused.
- Intrusion Detection and Prevention (IDPS): Monitors and blocks suspicious or malicious network activity.
- AI-Driven Network and Security Management - For automation, anomaly detection, predictive maintenance, and self-optimizing networks.
- IoT Security: Protects connected devices and their communication from exploitation.

2. Cloud Security – Consists of securing the communication channels, protocols, and endpoints involved in data exchanges across cloud services. These cloud security measures include, but are not limited to:

- Cloud Secure Web Gateway: Protects users from malicious internet traffic, enforcing security policies in the cloud.
- Cloud Access Security Broker (CASB): Bridges the gap between cloud service usage and enterprise security policies.
- Cloud Security Posture Management: Continuously monitors and evaluates cloud configurations to ensure they meet security and compliance standards.
- Cloud Workload Protection: Secures applications and services running in cloud environments by protecting workloads from vulnerabilities and threats.
- Cloud Visibility, Compliance, & Governance: Provides centralized insight into cloud resources while enforcing policies for regulatory compliance and governance.
- Secure Access Service Edge (SASE): Converges networking and security services into a single cloud-delivered platform.
- Security Service Edge (SSE): Consolidates cloud-delivered security functions such as SWG, CASB, and ZTNA.
- Cloud-Native Networking and Security: Tools and services supporting hybrid/multi-cloud deployments and modern security architecture.
- Cloud Threat Detection: Identifies suspicious behavior, misconfigurations, and active threats across cloud environments using analytics and threat intelligence.
- Infrastructure as Code (IaC) Security: Scans and secures infrastructure templates (e.g., Terraform, CloudFormation) to detect misconfigurations before deployment.

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3. Identities and Access Management – Consists of managing user identities, controlling access to systems and data, and ensuring that access is granted based on the principle of least privilege. These management security measures include, but are not limited to:

    - Privileged Access Management (PAM): Secures, monitors, and controls access to critical systems by privileged users to reduce the risk of insider threats and credential abuse.
    - Identity as a Service (IDaaS): Delivers cloud-based identity management capabilities such as single sign-on (SSO), authentication, and user provisioning as a service.
    - Access Management: Controls and enforces who can access what resources, when, and under what conditions, often integrating with authentication and authorization policies.
    - Identity Governance and Administration (IGA): Provides policy-based controls to manage user identities, access rights, and lifecycle processes across the enterprise.
    - Directory Services: Centralizes user identity data and authentication across systems, typically using technologies like LDAP, Active Directory, or cloud directories.
    - Micro and Macro Segmentation Solutions: Granular (micro) and broad (macro) network segmentation for enhanced security and compliance.
    - Identity Analytics: Uses data analysis and machine learning to detect anomalies, assess risks, and support access decisions in real-time.

C. **Unified Communications** – Integrated data communications solutions that can include hardware, software, and services.

Unified Communications (UC) is a solution that integrates multiple communications tools and technologies into a single cohesive end-user interface to enhance business communication. UC features include, but is not limited to the following:

1. Voice Calling (VoIP): Internet-based voice communication, includes E911 support.

    - Support for analog, digital, and IP endpoints
    - Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics
    - Enterprise Telephony Features (CFx, Transfer, CID, Shared line appearance, One Number Service, etc.)

2. Video Conferencing: Real-time video meetings and virtual collaboration.

3. Instant Messaging (Chat): Real-time text communication. Solutions that allow communication over the Internet Protocol, within the enterprise, and remotely, as well as with guest users that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers,

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Desktop (Windows/Mac/VDI/Linux), Mobile/Smartphone, Tablet, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling

4. Email and Voicemail Integration: Unified inbox for different types of messages.
5. Presence Information: Shows user availability (e.g., available, busy, offline).
6. File Sharing & Collaboration Tools: Enables real-time co-editing and document sharing.
7. AI driven communication tools leveraging machine learning that automate and enhance communication experience and abilities.

D. Facilities Management, Monitoring and Control – Integrated data communications solutions that can include hardware, software, and services.

This integrated solution provides the capabilities of monitoring systems and control mechanisms to track, manage, and optimize building performance in areas such as energy, safety, HVAC, lighting, access, and IT infrastructure.

1. Monitoring – The use of technology such as sensors (hardware) and software to track building conditions and security. It can include environmental metrices, power usage, equipment usage and fault detection.
2. Control – The use of technology to automatically or manually manage and control systems in a physical space utilizing monitored data. It can include remote equipment operation, HVAC and lighting systems, power management and backup systems.
3. Security Systems – The use of data communications systems to provide video surveillance, facial recognition, thermal imaging, smart sensors, real-time alerts and forensic search. The employment of AI solutions that enable video surveillance and analytics is desired.

IV. DATA COMMUNICATIONS: SERVICES

This SOW seeks not only hardware and software offerings above, but a comprehensive service offering to ensure that all purchases of data communications hardware and software perform properly and optimally. The Contactor shall be responsible for the performance of all aspects of the contract, including the performance of all subcontractors.

A. Services and Consulting

To ensure success of data communications systems and networks, the SOW requires that the Contractor provide holistic solutions consisting of services including, but not limited to the following service areas:

1. **Installation**

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- Site Survey and Assessment – Includes preinstallation site assessments to identify cabling paths, equipment locations, power requirements, and potential constraints
- Network Cabling and Physical Infrastructure – Installation of secured cabling systems and testing of all cables to ensure connectivity.
- Equipment Installation – Mount and install all hardware including firewalls, switches, routers, wireless access points, etc. Configure hardware to design and system specifications, including integrating power supplies.
- Wireless Network Deployment – Install and test wireless access points, optimize signal strength, secure access points by configuring encryption and protocols.
- Configuration and Integration – Load base configurations on hardware, integrate new hardware with existing systems.
- Testing and Validation – Includes performance testing, fault tolerance, connectivity and document results.

2. Maintenance

- Preventative Maintenance – Perform routine inspections and testing of data comm systems.
- Corrective Maintenance – Respond to system failures, cable faults, or connectivity issues. Replace faulty or defective components, restore service and limit downtime.
- Performance Monitoring – Monitor performance, analyze data traffic efficiency, identify congestion.
- System Configuration Management – Maintain backup copies of data comm system configurations, track and document changes to network.

3. Troubleshooting and Helpdesk

- Support Services – Provide Tier 1 (basic), Tier 2 (intermediate), and Tier 3 (advanced) support for data communication systems. Offer support in multiple channels (phone, email, chat, remote in)
- Incident Management – Log, categorize, prioritize, and track all incidents through a centralized ticketing system
- Guide users through troubleshooting steps for simple issues (e.g., cable checks, adapter settings)

4. Security

- Security Architecture and Design – Includes firewall and perimeter defense consulting.
- Updates and Patching – apply critical updates to system, test and update firewall rules, scan the system for network vulnerabilities.

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- Data Encryption and Secure Transmission – Encrypt data in transit using protocols like TLS, IPSec, and VPNs. Secure communications between network nodes, cloud services, and remote users.

5. Training

- Conduct training and knowledge transfer sessions for Participating Entity staff and end users.
- Platforms for upskilling staff in AI, automation, network management, and cybersecurity.
- Provide user guides and quick-reference materials.

B. Service Level Considerations

This SOW seeks quality services administered with successful performance while recognizing that there are multiple potential Participating Entities with many different needs. This service level outline is meant to provide framework for the Contractor to incorporate as required and as appropriate per the service level agreed upon by the Contractor and Participating Entity.

1. Performance Guidelines:

- Assign a contract manager to act as a liaison and contact person between the Purchasing Entities and the Contractor for the purpose of resolving issues or problems related to any part of this contract.
- Follow the Participating Entities' state and local laws and regulations, especially labor and prevailing wage laws as well as all federal law (i.e. Davis-Bacon Act).
- Employ skilled and experienced professionals for the specific task required to ensure highest quality and neat and expeditious performance.
- Be licensed in each region, state, jurisdiction, etc. where Contractor is approved and awarded to work. Contractor or subcontractor performing work requiring a license must have obtained the license prior to commencing work. The Participating Entity reserves the right to reject a response if the responder fails to provide the Participating Entity adequate documentation of any required license. The Participating Entity reserves the right to verify any required license prior to final award and at any time during the work. The Contractor is responsible for the costs of obtaining or maintaining any licenses, permits, or other costs and shall not pass the cost through on an invoice.
- Be responsible for obtaining all necessary permits, plan reviews, and inspections required for the work when applicable. Permits and Plan Reviews required by local authorities or the State shall be secured and paid for by the Contractor.
- Provide all necessary payroll and prevailing wage reports along with any required statements of compliance along with their invoice.
- Comply with each Participating Entity's cabling, electrical, and construction materials requirements.
- Hazardous Materials – The Contractor is responsible for compliance with any Participating Entity requirements regarding hazardous materials. If the

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Contractor encounters a hazardous material or substance not addressed in the quote and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Participating Entity.

- Final Acceptance of Completed Service by the Participating Entity – Upon completion of installation, maintenance, or repair services, Contractor must submit a request for written final acceptance of service completion from the Participating Entity. After receiving written final acceptance of completion of the service from the Participating Entity, the Contractor may issue an invoice to the Participating Entity. Contractor must satisfy all other Contract submittal requirements necessary for the service prior to submitting the request for written acceptance of service completion. If agreed upon by Participating Entity and Contractor, milestone payments are permitted. The milestones will be in writing and a part of the quote/contract between the Participating Entity and Contractor.

2. Request for Quote

- Provide a quote to any Purchasing/Participating Entity for data communications services and projects prior to any installation.
- Provide a not to exceed number of hours at the time of quote to complete the service and indicate whether the service will be performed on or off site.
- Provide the Participating Entity with a written quote of the amount of additional time needed to complete the service which the Participating Entity must approve in writing before continuing with the service, in the event the number of quoted not to exceed hours is met, but more time is needed to complete the service.
- Provide Contractor's name and subcontractor's name, and representatives.
- Date of quote and contract number at the top.
- Hardware, software, third party products information that will be used in the data communications solution – including price, extended pricing, quantity, license agreements, additional service level agreements.
- Estimated Quantity – clear and concise number of hours for all positions that will perform work.
- Any retainage information based on Participating Entity requirements.
- Any performance bond information based on Participating Entity requirements.
- Any additional fringe costs such as: milage, lodging, freight, as agreed upon with the Participating Entity.

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Attachment 2
COST PROPOSAL

Pricing for this Agreement is set forth in the Cost Proposal, attached hereto as Attachment 2 and incorporated by reference. The Cost Proposal is maintained as a separate Excel workbook titled **Ciena Cost Proposal.xlsx**

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Attachment H - Cost Proposal
Solicitation Number: SPB-RFP-2025-0563LS
Data Communications

Offeror Name: Ciena

Please note that the list of offerings below (Hardware and Software) are only to be bid on if the Offeror is the OEM.
- Offeror's Minimum Discount:Enter the discount as a percentage % off list price.
- Sales: Please indicate with either "Direct" or "Supplier Partner" to indicate how you currently sell the product.

Data Comm Hardware Sector	Offeror's Minimum Discount	Sales: Direct or Through Supplier Partner
Networking Routers	15.00%	Supplier Partner
Networking Switches	15.00%	Supplier Partner
Networking Storage	N/A	N/A
Optical Networking	15.00%	Supplier Partner
Security Hardware	N/A	N/A

Data Comm Software Sector	Offeror's Minimum Discount	Sales: Direct or Through Supplier Partner
Networking Software Solutions	No Discount Associated - Networking Software Solutions is priced as a percentage of the overall Bill of Materials. The percentage starts at 3.5%.	Supplier Partner
Security Solutions	N/A	N/A
Unified Communications	N/A	N/A
Facilities Management, Monitoring and Control	N/A	N/A

For the services section, the maximum hourly rates will not be scored, but will contribute to the overall evaluation. Please add additional rows as necessary.

Non-scored section:

Service Type	Maximum Hourly Rate
Integrator	367
Architect	452
Engineer	282
Installer	213
Training	N/A
Project Manager	242
Other	xed price. For these services, the minimum discount starts at 5%.

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Offeror Name: Ciena

Third-Party Offerings									
Product Name	Product Category	Item Number	Manufacturer	UOM	QTY per UOM	List Price	% Discount	Net Price	Notes

[Add additional rows as needed.]

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Attachment H - Cost Proposal
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Data Communications

Offeror Name: Ciena

1. Describe your relationship with price competitiveness and how do you ensure that the contractual pricing is competitive? - Ciena is very familiar and has a long time history working with the customer within this market. We have a deep understanding of the industry and adjust our pricing accordingly to stay competitive within the space. To ensure our contractual pricing is competitive, we have a competitive intelligence team that keeps a pulse on the industry and help to keep our pricing aligned.

2. What measures have been put in place that will enhance cost savings. What tools and communication/transparency capabilities does the Offeror currently have to support this? - To ensure our contractual pricing is competitive, we have a competitive intelligence team that keeps a pulse on the industry and help to keep our pricing aligned. We have dedicated account teams for the end customer to properly communicate any cost savings to be had.

3. How will you manage pricing volatility? - Our product teams have insight to the industry and what is happening from a pricing perspective. If anything changes to our pricing, dedic

4. Do you provide any tools that assists users in evaluating the total cost of ownership of products offered during the purchasing process (i.e., Contractor tools to assist buyers in identifying equipment that runs more efficiently or that utilizes fewer supplies, etc.). - There are no specific tools Ciena offers to help generate this information. Dedicated account teams are willing to assist the end customer in evaluating the total cost of ownership.

5. Location of data – please provide details around your pricing models when it pertains to where data is stored. Please provide scenarios in which the location of data is provided as an option with different price points available? What is the markup when it is US soil only? - Ciena does not directly provide services for data storage or cloud hosting, as our primary focus is on networking systems, services, and automation software.